



BY-LAWS OF THE
RAYBURN COUNTRY CONDOMINIUM MANAGEMENT ASSOCIATION

ARTICLE I.

PURPOSE

1. The purpose of the Rayburn Country Condominium Management Association (the "Association") is to govern the existing condominium property and all future condominium properties, villas, duplexes, townhomes, or apartments, which property is located within the boundaries of the Association, as described in the Declaration of Rayburn Country Condominium Association (the "Declaration"), Condominium Covenants and Restrictions of Rayburn Country Condominium Association (the "Covenants"), to which reference is here made, and which property has been submitted to the provisions of the Condominium Act of the State of Texas.
2. All present or future owners, tenants, lessees, or any other person that might use the facilities of the Association in any manner, are subject to the regulations set forth in the By-laws, Declaration, and Covenants. Additionally, any acquisition, rental, or occupancy of any of the condominium units (the "units") within the Association shall comply with the By-laws, Declaration, and Covenants.

ARTICLE II.

MEMBERSHIP, VOTING, QUORUM

1. Membership. All record owners of the units within the Association shall be members of the Association. Membership shall terminate immediately when a member ceases to own a unit or an interest therein. Termination of membership does not relieve or release any member from any liability or obligation incurred by the member during their membership with the Association in association with the By-laws, Covenants, and Declarations.
2. Member Responsibilities. Every member shall pay assessments for their respective Section to cover the cost of exterior repairs of common elements within the respective Section.
3. Repairs. All repairs of internal installations of the unit such as water, light, gas, sewage, telephone, air conditioning and heating system, sanitary installations, doors, windows, electrical fixtures and accessories, equipment and fixtures belonging to the unit area shall be at the member's expense, except as otherwise provided in the By-laws, Declaration, and Covenants.
4. Common Elements. Members are responsible for the repair and refurbishment of common elements and assessments.
5. Voting. Members of the Association shall be entitled to cast one (1) vote for each unit owned by them. If a unit is owned by a corporation, the corporation shall designate by

certificate of appointment or proxy signed by the President or Vice President of the corporation and attested by the secretary of the corporation and filed with the Secretary of the Association at any time prior to a meeting which a vote shall be cast. The certificate of appointment or proxy shall be valid until revoked in signed writing by the President or Vice President of the corporation or superseded by a subsequent certificate. Joint owners of a unit may cast one (1) vote jointly or each owner shall be entitled to a vote equal to his/her ownership interest. If a member is delinquent on or fails to pay any assessment, the voting rights of the member shall be suspended until all assessments are paid in full.

ARTICLE III.

ADMINISTRATION

1. Association Responsibilities. The Board of Managers, defined herein in Article IV, shall be responsible for governing and administering the Association.
2. Place of Meetings. Meetings of the Association shall be held at such a place and time as the Board of Managers may determine.
3. Annual Meetings. Annual meetings of the Association shall be held once per calendar year. The Secretary of the Board of Managers shall email a notice of each annual or special meeting, stating the purpose thereof, as well as the time and place where it is to be held at least fifteen (15) days prior to such meeting. The Secretary is not required to provide notice of Section Meetings. A quorum is required at annual meetings. Except as otherwise provided in the By-laws, Declaration, and Covenants, a quorum is present if, by presence in person or by proxy, there is a majority of members that are entitled to vote. Actions approved by a majority vote of the quorum shall constitute the acts of the Association unless a greater number of votes is required by the By-laws, Declaration, or Covenants.
4. Regular Meetings. Regular meetings of the Board of Managers shall be held at a time and place determined by the majority of the Board of Managers. One regular meeting shall be held bi-annually following the first annual meeting of the Association. Notice of regular meetings shall be given by the Secretary to each Manager by mail, telephone or email, at least seven (7) days prior to the date of the meeting, unless the Managers waive notice. A quorum is required at regular meetings. Except as otherwise provided in the By-laws, Declaration, and Covenants a quorum is present if, majority of Board of Managers is present.
5. Special Meetings. The Board of Managers may call a special meeting of the members. Any action taken at a special meeting must be voted on, in person or by proxy, and passed by a three-fourths (3/4) majority of the owners present at the meeting. Notice of special meetings shall be given by the Secretary to each Manager by mail, telephone, or email at least three (3) days prior to the date of the meeting, unless the Managers waive notice. A quorum is required at special meetings. Except as otherwise provided in the By-laws, Declaration, and Covenants a quorum is present if, majority of Board of Managers is present.

6. Section Meetings. Each section shall be headed by a Section Lead, appointed by the Board of Managers. Section meetings shall be held annually, and on an as needed basis, at such a place and time as a majority of members within that Section shall determine. Each Section Lead shall meet with the Board of Managers, annually, and on an as needed basis, to function as a liaison between the Board of Managers and each Section's needs. Notice of meetings shall be given by the Section Lead to the members of the respective sections by telephone or email at least seven (7) days prior to the date of the meeting. A quorum is required at Section meetings. Except as otherwise provided in the By-laws, Declaration, and Covenants a quorum is present if, majority of owners within the respective Sections is present.
7. Order of Annual Meetings. The order of business at all meetings of the members shall be as follows:
 - a. Roll Call
 - b. Proof Notice
 - c. Reading of Minutes of Preceding Meeting
 - d. Reports of Officers
 - e. Reports of Section Leads
 - f. Election of Board of Managers
 - g. Unfinished Business
 - h. New Business

ARTICLE IV.

BOARD OF MANAGERS

1. Composition. The Board of Managers shall be composed of five (5) or seven (7) record owners of the Association.
2. Election. Each person on the Board of Managers shall have a three (3) year term. At the annual meeting, members of the Association shall elect the Board of Managers by a majority vote.
3. Powers and Duties. The Board of Managers shall have the following powers and duties:
 - a. Administer and enforce covenants, conditions, restrictions, uses, limitations, obligations, and all other provisions set forth in the By-laws, Declaration, and Covenants, and the Condominium Act of the State of Texas.
 - b. Establish and enforce compliance with other rules as may be necessary for the operation, use, and occupancy of the Association, with the right to amend.
 - c. Maintain in good order, condition, and repair all general common elements.
 - d. Insure and keep insured all living units, as provided by the Declaration.
 - e. Determine, fix, levy, and collect the regular, special, and Section assessments as provided in the Declaration. The determination of assessment periods (monthly, quarterly, section assessments) shall be determined by the Board of Managers and

may be increased or decreased from time to time, as is deemed necessary by the Board.

- f. Collect delinquent assessments by lien, suit, or damages, as provided in the By-laws, Declaration, and Covenants.
 - g. Protect and defend the entire Association premises from loss and damage by suit, or otherwise.
 - h. Enter contracts necessary for the Association.
 - i. Establish bank accounts for the common treasury and for all separate funds, including Section assessments, which are required or may be deemed advisable by the Board of Managers.
 - j. Keep and maintain accurate books and records showing receipts, expenses, disbursements, and to permit examination thereof at any reasonable time by any member, and to provide at each annual or special meeting, a list of all transactions for review by the Board of Managers.
 - k. Prepare and deliver each member a financial statement at each annual meeting.
 - l. Meet at least once bi-annually.
 - m. Designate the personnel necessary for the maintenance and operation of the Association, including Section Leads.
 - n. Administration of the Association and all things necessary and reasonable for the Association for the mutual benefit of all members.
 - o. Execute any and all instruments on behalf of the Association, including promissory notes.
4. Managing Agent. The Board of Managers may serve as Managing Agent or may employ a Managing Agent at a compensation established by the Board of Managers, to perform the duties listed in Article IV of this section.
5. Vacancies. Vacancies on the Board of Managers shall be filled by a majority vote of the remaining managers, even if they constitute less than a quorum. Each person elected to fill a vacancy shall carry out the term of vacant seat.
6. Removal. At any regular or special meeting, any one or more Manager may be removed with or without cause by a majority vote of the members of the Association. A Manager may be given an opportunity to be heard before removal.
7. Fidelity Bonds. The Board of Managers may require that all officers, employees, or independent contractors of the Association, handling Association funds furnish adequate bonds.

ARTICLE V.

OFFICERS OF THE BOARD OF MANAGERS

1. Officers. The officers of the Board of Managers shall be President, Vice President, Secretary, and Treasurer. Any remaining members on the Board shall be at-large members.

2. Election of Officers. Officers of the Board of Managers shall be elected annually at the organizational meeting of each new Board by a majority vote of the Board of Managers.
3. Removal. An officer may be removed, with or without cause, by a majority vote of the Board of Managers. A successor may be elected at any regular or special meeting.
4. President. The President is the Chief Executive Officer of the Association. He/she shall have the general powers and duties to appoint Section Leads and assist in the administration of the Association.
5. Vice President. The Vice President shall assume the role of the President when the President is unable.
6. Secretary. The Secretary shall keep minutes of each meeting of the Board of Managers and annual meetings of the Association. The Secretary shall maintain complete and accurate books and records. The Secretary shall also keep a list of all members and their last known addresses, including an appropriate designation of the unit owned by such members. The list of membership shall be open to inspection by any member and other persons lawfully entitled to inspect such records.
7. Treasurer. The Treasurer shall be responsible for the maintenance and records of financial funds and expenditures and shall ensure that full and accurate accounts of all receipts and disbursements of the Association are maintained.
8. At-large Members. The At-large members shall attend, contribute to, and vote at the regular and special meetings of the Board of Managers.

ARTICLE VI.

SECTION LEADS

1. Composition. The Board of Managers shall appoint six (6) Section Leads, one for each Section:
 - a. Club Walk Villa
 - b. Club Villa
 - c. Players Place
 - d. Golfview
 - e. The Point
 - f. Fairway Villa
2. Appointment. Each Section Lead shall be appointed by a majority vote of the Board of Managers.
3. Powers and Duties. Each Section Lead shall have the following powers and duties:

- a. Function as liaison between each Section and the Board of Managers.
- b. Report to the Board of Managers regarding special assessments, improvements and repairs, and concerns of members within each Section.
- c. Levy a special assessment, voted on by a majority of members within the respective Section, for maintenance and upkeep of exterior units. The Board of Managers must also approve the special assessments by a majority vote.
 - i. The special assessment will be maintained and held in accordance with the regular assessments of the Association.
- d. Conduct an annual Section meeting, at a date and time determined by the majority of members within the respective Section, to vote on amount of special assessment and address any member concerns within the respective Section.
- e. Keep records of Section needs including but not limited to maintenance, repairs, or issues.
- f. Enforce uniform paint colors and exteriors, as voted on by a majority of Section members.
- g. Supervise and ensure maintenance and/or repairs are properly in progress or have been completed.

ARTICLE VII.

INDEMINIFICATION OF BOARD OF MANAGERS AND SECTION LEADS

The Association shall indemnify every Manager and Section Lead, his/her heirs, executors, and administrators against all loss, costs, and expenses, including attorney's fees reasonably incurred by them in connection with any action, suit or proceeding to which he/she made be made a party by reason of being a Manager or Section Lead of the Association, except for the gross negligence or willful misconduct of the Manager or Section Lead.

In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement agreement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his/her duty as Manager or Section Lead.

The foregoing rights shall not be exclusive of other rights to which such Manager or Section Lead may be entitled. All liability, loss, damage, costs, and expenses incurred or suffered by the Association arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided that nothing in this article shall be deemed to obligate the Association to indemnify any member or owner of a unit, who is or has been a Manager or Section Lead, with respect to any duties or obligations assumed or liabilities incurred by them under and by virtue of the Declaration as a member or owner of a unit covered thereby.

1. Mechanic's Lien. Each member shall indemnify and hold all other members harmless from any and all claims of a Mechanic's Lien filed against other living units and the appurtenant general common elements for labor, materials, services, or other products incorporated in the member's unit. In the event suit for foreclose is commenced, then within ninety (90)

days thereafter, such member shall be required to deposit with the Association, cash or other negotiable securities equal to the amount to the claim plus interest for one year, with the additional sum of \$100.00. Such sum shall be held by the Association, pending final adjudication or settlement. Disbursement of funds or proceeds shall be made to ensure payment of any judgment and any deficiency be paid by the subject owners. Failure to so pay shall entitle the Association to make such payment, and the amount thereof shall be a debt of the member and a lien may be foreclosed as provided in Article 13.00 of the Declaration.

ARTICLE VIII.

ASSESSMENTS

1. Common Assessments. All members shall pay the assessments imposed by the Board of Managers for the necessary maintenance of common elements and common expenses. The assessments shall be due as provided in the By-laws, Declaration, and Covenants. Common assessments shall be equally shared by each member after the Board of Managers approves the budget of the Association each year.
2. Special Assessments. Members in each respective Section shall pay the special assessments levied by the Section Lead and voted on by the majority of members within the respective Section. The Board of Managers shall also approve the special assessment by a majority vote. The special assessments shall be due as provided in the By-laws, Declaration, and Covenants. Section assessments collected shall only be used for each respective Section only.
3. Insurance Assessments. All members shall pay an assessment based on their unit compared to a percentage of premium and insure value, plus equally split liability cost.

ARTICLE IX.

SPECIAL ASSESSMENT EXPENSES

1. Repair of Exterior Features. The Association is responsible for the repair of exterior building features that are common to all units. Per Section assessment, these features include:
 - a. Siding/Painting
 - b. Common fencing
 - c. Security lights
2. Shared Major Common Expenses. Significant maintenance costs will be shared equally between the members of each respective Section.
3. Reimbursement. A member shall be obligated to reimburse the Association promptly upon receipt of its statement for any expenditures incurred by it in repairing or replacing any

general common element damaged by his negligence or willfulness, or by the negligence or willfulness of his tenants, agents, or guests.

4. Shared Major Unit Specific Expenses. Significant maintenance costs shall be shared equally between members of each respective Section. This includes, but is not limited to:
 - a. Roofs
 - b. Chimneys
 - c. Foundation
 - d. Gutters
 - e. Personal porches

ARTICLE X.

GENERAL PROVISIONS

Each member shall strictly comply with the provisions of these By-laws and all rules and regulations duly adopted by the Board of Managers.

Each owner shall always endeavor to observe and promote the cooperative purposes for which this Association was formed. All members and their guests shall enjoy maximum utilization of all Association facilities consonant with the rights of each of the other members thereto.

1. Use of Units. All units shall be utilized for residential purposes only.
2. External Changes of Units. A member shall not make structural modifications or alterations to his/her unit, or installations located therein, without previously petitioning for the proposed modifications or alterations to the Managing Agent, or if no person is such employed, the President of the Board of Managers. The Association shall answer within thirty (30) days of receipt of the petition. Failure to respond within the stipulated period shall constitute an approval of the proposed modifications or alterations.
3. Use of Common Elements. Each member may use the general common elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of other members.
4. Right of Entry. Membership with the Association grants the Managing Agent or Board of Managers, or any other person authorized by the Board of Managers, a right of entry in the event of an emergency that threatens the member's unit or any other unit, whether the member is present at the time of entry or not. If not provided at point of contact, member shall be responsible for all monetary and physical damages to all units and owners affected.
5. Rules and Regulations. Every member of the Association shall adhere to the following rules and regulations:

- a. Comply with the By-laws, Declaration, Covenants, and any rules or regulations adopted by the Board of Managers of the Association.
- b. Each unit must be insurable against loss by fire, or the perils included in an extended coverage endorsement under the rules of the Insurance Commission of Texas.
- c. Members, tenants, guests, and occupants of units shall always exercise care to avoid making or permitting loud or objectionable noises, using or playing loud musical instruments, radios, phonographs, television sets, amplifiers, and any other device that may disturb or tend to disturb other members.
- d. No unit shall be used or occupied in a manner that obstructs or interferes with the enjoyment of other occupants of other units.
- e. Any nuisance, immoral, or illegal activity is not allowed in any unit or any part of the common elements.
- f. The common elements are intended for the purpose of affording vehicular and pedestrian movement and providing access to the units.
- g. All such common elements are appropriate for the beautification of the common element, providing privacy for the members thereof through landscaping and such other means as shall be deemed appropriate by Section Leads and the Board of Managers.
- h. No part of the common elements shall be obstructed so as to interfere with its use for the purposes hereinabove recited, storage purposes, or anything in a manner which shall increase the rate for hazard or liability.
- i. Only well-behaved household pets shall be allowed in the unit. Animals which disrupt the quiet of the units or cause unreasonable concern for the safety of persons, pets, or property in the common elements are prohibited. Unattended pets are not allowed outside a member's unit.
- j. No member, tenant, or guest shall post any advertisements, signs, or posters of any kind in the common elements, except as authorized by the By-laws, Declaration, or Covenants.
- k. Automobiles or non-operational vehicles shall be parked in designated areas only. The automobiles and non-operational vehicles shall not impede the passage of traffic or impair access to any unit or common element.
- l. Each record owner entitled to one parking space, identified by the Board of Managers.
- m. Members are prohibited from hanging garments, rugs, and/or any other materials or objects from the windows or from any other exterior portions of the unit.
- n. Members are prohibited from dusting rugs or other materials from the windows, or to clean rugs or other materials by beating on the exterior part of the units, or to throw any dust, trash, or garbage out of any of the windows or doors of any unit.
- o. It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes. All trash must be bagged.
- p. Members must provide their own trashcan with a maximum size of forty-five (45) gallons.
- q. No member, tenant, or guest shall wire for electrical or telephone installation, television or radio antennae, machines or air conditions units, or any devices on the exterior of the building, the roof, or any part of the building, except by express prior written consent of the Board of Managers.

- r. No member, tenant, or guest shall make an alteration or improvement to the common elements of the Association or any exterior portion of a unit, except by the express prior written consent of the Board of Managers.
6. Destruction or Obsolescence. Each member shall, upon becoming record owner of a unit, be deemed to have executed a power of attorney in favor of the Association, irrevocably appointing the Association his attorney-in-fact to deal with the member's unit upon its destruction or obsolescence as is provided in Article 14.00 of the Declaration.

ARTICLE XII.

PROPOSED CONSTRUCTION OR ALTERATION PROCEDURES

1. Powers and Duties. The Board of Managers and Section Leads shall have the following powers and duties:
 - a. Each member on the Board of Managers and each respective Section Lead shall receive two (2) copies of the plot plan, specifications and details of any proposed construction or alteration, including proposed construction materials, color schemes and landscaping on any lot within the Association.
 - b. Within thirty (30) days of receipt, the Board of Managers shall approve or disapprove any submissions.
 - c. If no response is given within thirty (30) days, the submissions shall be deemed approved.
 - d. Section Leads shall ensure all construction with their respective Section conforms with approved submissions.
 - e. Section Leads shall present to the Board of Managers the progress and compliance of such construction, as necessary.
 - f. Allow reasonable variances and adjustments in the building restrictions, subject to approval by the Board of Managers, to overcome practical difficulties if not materially detrimental to other Association property or units.
2. Liability. Any submission approved by the Board of Managers shall in no way render the Board of Managers, Sections Leads, or the Association liable for any defects in the plans or the work.
3. Contractor Insurance. All contractors must provide an active Certificate of Insurance and Bond to the Board of Managers before work begins.

ARTICLE XIII.

MORTGAGES

1. Notice to Association. A member who mortgages his/her unit shall notify the Association, giving the name and address of the mortgagee. The Secretary of the Association shall maintain such information in its records.

2. Notice of Unpaid Assessments. At the request of the mortgagee, the Association shall report any unpaid assessments due from the member that owns such unit. If assessments are delinquent more than ninety (90) days, the Secretary shall include the mortgagee in all correspondence on delinquent assessments.

ARTICLE XIV.

COMPLIANCE

These By-laws are set forth to comply with the requirements of the Condominium Act of the State of Texas. If any of these provisions conflict with the provisions of the said statute, the provisions of the statute shall apply.

ARTICLE XV.

NON-PROFIT ORGANIZATION

This Association is not organized for profit. No member of the Association nor the Board of Managers may receive any property or funds, shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid a salary or compensation to, or inure to the benefit of any member or the Board of Managers.

Compensation may be paid to an employee of the Association for their services rendered in affecting one or more of the purposes of the Association.

Members on the Board of Managers may be reimbursed for his/her actual and reasonable expenses incurred in connection with the administration of the Association.

ARTICLE XVI.

PRINCIPAL OFFICE

1. Principal Office. The Principal office of the Association shall be the office of the Rayburn County Condominium Management Association.

ARTICLE XVII.

POWER OF ACQUISITION AND MERGER

1. Acquisition. The Association shall have the power to acquire other property, both real and personal, upon approval by the majority of members at a duly constituted meeting of the Association.

2. Merger. The Association may, with unanimous consent of all members and all first mortgagees, merge the Association with any other condominium regime and its governing association, provided that such other condominium regime is located in Rayburn Country.

ARTICLE XVIII

AMENDMENTS TO BY-LAWS

These By-laws may be amended at a special meeting, or duly constituted meeting for such purpose. No amendment shall take effect unless approved by a majority of members attending such meeting.

IN WITNESS WHEREOF, Declarants have executed the By-laws of the Rayburn Country Condominium Management Association this 5th day of April, 2025.

BY 

BY 

BY Paula Snyder

BY _____

BY _____

BY _____

ATTEST:

Paula Snyder
Secretary

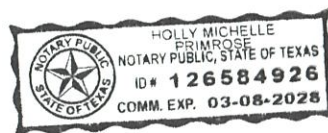
Acknowledgement

The State of Texas §

County of Jasper §

This instrument was acknowledged before me on this 5th day of April 2025, by the Board of Managers of the Rayburn County Condominium Management Association.

Holly Michelle Primrose
Notary Public, State of Texas



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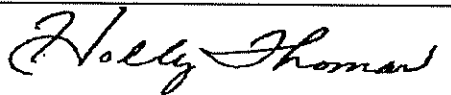
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FILED AND RECORDED

Instrument Number: 327002 B: OPR V: 1378 P: 941

Filing and Recording Date: 04/22/2025 11:22:22 AM Pages: 14 Recording Fee: \$73.00

I hereby certify that this instrument was FILED on the date and time stamped heron and RECORDED in the PUBLIC RECORD of Jasper County, Texas.



Holly Thomas, County Clerk
Jasper County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

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