

DECLARATION OF RAYBURN COUNTRY CONDOMINIUM MANAGEMENT ASSOCIATION

AS TO

CONDOMINIUM COVENANTS AND RESTRICTIONS AT

RAYBURN COUNTRY, JASPER COUNTY, TEXAS

Individual owners, who, by their acceptance of this Declaration hereinafter described (collectively hereinafter referred to as the "Owner"), do hereby publish and declare, that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations shall be deemed to run with the land, on the Property, and shall be a burden and a benefit to the Owners, their heirs, successors and assigns, and any person acquiring or owning an interest in the Property and improvements, their grantees, successors, heirs, executors, administrators, personal representatives, devisees, assigns, lessees, tenants and any other person using or occupying the facilities of this condominium regime.

ARTICLE 1.00 DEFINITIONS

Sec. 1.01 Unless the context shall expressly provide otherwise:

- (a) "Association" or "Rayburn Country Condominium Management Association" means a Texas non-profit association, the By-Laws of which shall govern the administration of the Property, the members of which shall be all the owners of the condominium units.
- (b) "Owner" or "Owners" means a person, firm, corporation, partnership, association or other legal entity, or any combination thereof, who owns one or more condominium units subject to this Declaration.
- (c) "Condominium Unit" or "Unit" means one residential unit together with the interest in the general common elements appurtenant to such unit and the proportional fractional interest in any other real or personal property held by the Association on behalf of all the owners.
- (d) "Condominium Component" means that particular group of Condominium Units that are grouped together in a common location and architectural style and subject to the same set of Restrictions which are not applicable to other Condominium Components.
- (e) "Condominium Areas" or "Common Elements" means and includes:
 - (1) The Land on which a certain building may be located;
 - (2) Certain foundations, columns, girders, beams, supports, main walls, roofs, stairways and entrances, exits or communication ways;
 - (3) Certain roads, streets, drives, yards, gardens, parking areas, fences, storage spaces, walks or easements;
 - (4) The easements and installations consisting of the above and underground rights-of-way for utility and other services and the equipment and materials making up central services such as power, light, gas, cold water, laundry room and other such installations existing for common use;

- (5) All other parts of the Property necessary or convenient to its existence, maintenance and safety, as condominium regime, or normally of condominium use and not otherwise made a part of a Condominium Unit.
- (f) "Common Expenses" means and includes:
 - (1) All sums lawfully assessed against the Common Areas by the Managing Agent;
 - (2) Expenses of administration and management, maintenance, repair or replacement, of the Common Elements;
 - (3) Expenses agreed upon as Common Expenses by the Owners;
 - (4) Expenses declared Common Expenses by provisions of this Declaration, the By-Laws and the Restrictions;
 - (5) Assessments made upon each unit in favor of Rayburn Country Condominium Management Association.
- (g) "Restrictions" or "Restrictive Covenants" means those certain Restrictions, Conditions and charges applicable to a Condominium Component such as Rayburn Country Fairway Villas, Rayburn Country Club Villas, or any other real property and improvements which shall be the subject of such Restrictions, now or hereinafter, which shall specifically refer to and incorporate by reference this Declaration and its provisions.
- (h) "Managing Agent" means the person, corporation, partnership, association or other party authorized to manage the condominium regime and the Property in accordance with this Declaration and the Restrictions.
- (i) "Proxy Ownership" means the right and authority of the Owner, as assigned by such an Owner to another, which are derived from this Declaration and the Restrictions, and which are exercised by the holder of the Proxy Ownership.

ARTICLE 2.00 MAP OR PLAT

Additional maps or plats may hereafter be filed in the public records of Jasper County, Texas, which describe additional real property of the owners to be included under the provisions of this Declaration which filing shall have the full force and effect of imposing the provisions of this Declaration on such real property as if it were described in Exhibit "A". Such maps or plats shall consist of and depict:

- (a) The legal description of the surface of the land;
- (b) The linear measurements and location, with reference to the exterior boundaries of the land, of the buildings and all other improvements built or to be built on said land by owners.;
- (c) Floor plans of the buildings built, or being built, thereon showing location, building and unit designations, and the linear dimensions of each such unit, and the Common Elements.

ARTICLE 3.00 FEE SIMPLE AND COMMON OWNERSHIP

Sec. 3.01 The Real property conveyed by this Declaration shall be owned by an individual Owner in fee simple as to any particular Unit, as identified in the plats or maps described in Exhibit "A" or as hereafter included under this Declaration, together with the

individual interest of common ownership in the Common Elements appurtenant thereto as provided in the Restrictions.

Sec. 3.02 The Common Areas or Common Elements shall be held in common by the Owners, subject to any limitations imposed by the Restrictions.

ARTICLE 4.00 CONDOMINIUM UNIT

Each Condominium Unit and its undivided interest in Common Areas or Common Elements appurtenant thereto shall be inseparable and may be conveyed, leased or encumbered only as a Condominium Unit.

ARTICLE 5.00 OWNERSHIP AND PARTITIONING

Sec. 6.01 A Condominium Unit may be held and owned by more than one person as joint tenants or as tenants in common, or in any real property tenancy relationship recognized under the laws of the State of Texas.

Sec. 6.02 The Common Elements shall be owned in common by all of the Owners of the Units and shall remain undivided and no Owner shall bring an action for partition or division of the Common Elements. Nothing contained herein shall be construed as a limitation of the right of partition of a Condominium Unit between the Owners thereof, but such partition shall not affect any other Condominium Unit.

Sec. 6.03 Each Owner shall be entitled to exclusive ownership and possession of his Unit. Each Owner may use the Common Elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other owners.

ARTICLE 7.00 USE RESTRICTION

Each Unit shall be occupied and used by the Owner only as and for a residential dwelling for the Owner, his family, his social guests or his lessees, tenants or joint tenants.

ARTICLE 8.00 EASEMENTS

Sec. 8.01 If any portion of the Common Elements encroaches upon a Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion of an adjoining Unit or Units encroaches upon another Unit, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. For title or other purposes, any such encroachment and easement shall not be considered or determined to be encumbrances either on the Common Elements or the Condominium Units.

Sec. 8.02 Easements are hereby reserved by the owners, their successors, and assigns, for themselves and all companies furnishing utilities to the condominium regime, over, under, above and through the Property as may be required for utility services necessary to the

operation of the condominium regime; provided however, that any such easements through a Unit shall be according to the plans and specifications of the building or shall be approved by the affected Unit Owner in writing.

ARTICLE 9.00 LIENS, INDEMNITY

No labor performed or materials furnished and incorporated in Units with the consent of or at the request of the Owner thereof, or his agent, or his contractor, or subcontractor, shall be the basis for filing of a lien against the Common Elements owned by such other Owner. Each Owner shall indemnify and hold harmless each of the other Owners from and against all liability arising from the claim of any lien against the Unit of any other Owner, or against the Common Elements for construction performed, or for labor, materials, services or other products incorporated in the Owner's Unit at such Owner's request.

ARTICLE 10.00 ADMINISTRATION OF CONDOMINIUM REGIME

Sec. 10.01 Rayburn Country Condominium Management Association. The administration and operation of this condominium regime and the Property is hereby vested in the "Rayburn Country Condominium Management Association," hereinafter referred to as the "Association. Said Association shall be a non-profit association and shall be governed by the By-Laws attached hereto as Exhibit "B" and hereby incorporated herein. Said By-Laws are hereby adopted by the sole owners of all the Condominium Units and all subsequent condominium Owners are bound thereby.

Sec. 10.02 Membership. The membership of the Association shall be composed of the Owners of the Condominium Units within this condominium regime. An Owner, immediately upon becoming an Owner, shall be a member of the Association and shall remain a member of the Association for so long as he is an Owner.

Sec 10.03 Managing Agent.

- (a) The Rayburn Country Condominium Management Association serves as the Managing Agent of the Property.
- (b) The Owners of all the Condominium Units shall elect a Board of Managers pursuant to the By-Laws and the Board of Managers so elected shall thereupon assume the rights, powers, duties and obligations from the Managing Agent; however, such Board may contract with a third party (including the Owners) to perform those duties.

Sec. 10.04 Environmental Control Committee.

- (a) An Environmental Control Committee of three (3) shall be appointed by the Managing Agent or the Board of Managers to serve for terms of three (3) years. Said Committee shall function in accordance with this instrument, and with such further rules and regulations as may be authorized by the Association, provided such rules and regulations are not inconsistent with the provisions hereof. Said Committee's approval or disapproval as required in this Declaration and the Restrictions shall be in writing,

and no individual member shall have any individual liability for service in good faith upon this Committee. In the absence of this committee, the board of managers shall perform this function.

- (b) Two copies of plot plan, plans and specifications and details of any proposed construction or alteration, including proposed construction material, color scheme and landscaping on any lot on the property shall be delivered to said Environmental Control Committee. Such plans shall be approved or disapproved within 30 (30) days after submission (except that, if not disapproved within such thirty (30) days, the plans shall be deemed approved), and all construction shall conform in detail to such plans and specifications so approved. Approval by this Committee shall in no way render the Committee or the Association liable for any defects in the plans or the work.
- (c) The Environmental Control Committee may allow reasonable variances and adjustments in the building restrictions in order to overcome practical difficulties and overcome hardships, and may render advisory rulings regarding such variances, provided the variance shall not be materially detrimental to other property in the condominium component.

ARTICLE 11.00 POWERS, DUTIES OF ASSOCIATION

Unless expressly stipulated to the contrary in this Declaration or the By-Laws, all of the rights, powers, obligations, responsibilities and duties here delegated to the Association shall be exercised by the Managing Agent or the Board of Managers, as the case may be.

Sec. 11.01 Access to Units. The Association shall have the right of access to any Unit at any time as may be reasonably necessary for the maintenance, repair or replacement of any of the Common Elements therein or accessible there from, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit of Units.

Sec. 11.02 Insurance

- a) The Association shall obtain and maintain at all times fire insurance with extended coverage and vandalism and malicious mischief endorsements, in an amount equal to the estimated total replacement value of all of the Condominium Units. Such policy or policies of insurance shall contain the standard replacement cost endorsement insuring the rise in the cost of replacement, subsequent to the issuance or renewal of the policy, provided however that such replacement cost endorsement can be procured from the insurer. The Association shall also obtain and maintain at all times casualty and general liability insurance in a combined single limit of not less than \$500,000. The Association may, with the approval of the Owners of a majority of the Condominium Units, obtain and maintain insurance covering any other risks customarily covered with respect to condominium buildings, fixtures, equipment and other personal property. All such policies of insurance shall be issued by reputable and responsible insurance companies authorized to do business in Texas.

- b) The insurance policies shall be carried naming the Association the insured, and such policy or policies shall identify the interest of each Condominium Unit Owner and shall provide for a standard, non-contributory mortgagee clause in favor of each first mortgagee. Such policy or policies shall also provide that it cannot be cancelled by the insurer until after thirty (30) days prior written notice to each Owner and each first mortgagee. Said Managing Agent or Board of Managers shall, upon request of any first mortgagee, furnish a certified copy of such policy and the separate certificate identifying the interest in the mortgagor. All such policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular Owner guilty of a breach of warranty, act, omission, negligence or non-compliance of any provision of such policy, including payment of the insurance premium applicable to the Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy; but the insurance under such policy, as to the interests of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect. Such policy shall contain waivers of subrogation and waivers of any defense based on co-insurance.
- c) Determination of maximum replacement value of all Condominium Units (for insurance purposes) shall be made immediately prior to the expiration date of the policy of policies insuring such replacement.

Sec. 11.03 Assessments.

- (a) The Association shall levy periodic assessments against the Owners for the general operation of the condominium regime and maintenance of the Common Elements, hereinafter called "Common Expenses." Such assessments shall be based upon the cash requirements, as determined by the Managing Agent or Board of Managers, necessary to provide for the payment of all Common Expenses, actual or estimated, in connection with the operation of the condominium regime and maintenance of the Common Elements, including but without limitation thereto, insurance premiums for the insurance coverage proofed in Sec. 11.02 hereof, taxes on the Common Elements, landscaping and care of grounds generally, common lighting, repairs and maintenance, garbage collection, water and sewer charges, administrative costs, management fees, wages, legal and accounting fees, expenses and liabilities incurred by the Association or the Managing Agent or the Board of Managers under or by reason of this Declaration, the By-Laws, or the Restrictions, deficits from previous periods, contingency reserves and any other costs and expenses relating to the Common Elements of general operation of the condominium regime for the mutual benefit of the owners.
- (b) The Association shall create and levy an assessment for an obsolescence reserve for the renovation and renewal of the Common elements at such time as they might be declared obsolete as hereinafter provided in Article 14, Sec. 14.04.
- (c) With consent of the Owners of the majority of the Condominium Units, the Association may create and levy assessments for any other reserve account which the Association deems necessary or desirable for the mutual benefit of all of the Owners.

- (d) The failure of the Association to fix or collect an assessment for any period shall not be deemed a waiver, modification, or release of the Owners from their obligations to pay an assessment.

Sec. 11.04 Maintenance and Repair. The Association shall maintain, repair and replace, as a part of the Common Expenses:

- (a) Any portions of a Unit as specifically designated by the Restrictions applicable to such Unit within a particular Condominium Component to be under common maintenance and repair.
- (b) All Common Areas or Common Elements.

Sec. 11.05 Acquisition of Other Property. The Association may, with the required approval of the Owners as required in the By-Laws, purchase, lease, or otherwise acquire property on behalf of all of the Owners, including, but not limited to, Condominium Units in this condominium regime, adjacent real property and personal property, all of which property when so acquired shall be held as Common Elements of this condominium regime.

ARTICLE 12.00 POWERS, DUTIES, OBLIGATIONS OF CONDOMINIUM UNIT OWNERS

Sec. 12.01 Maintenance and Repair.

- (a) An Owner shall not be deemed to own any Common Area or Common Element adjacent to his Condominium Unit for purposes of Maintenance or repair, except as a tenant in common, which responsibility shall be that of the Association.
- (b) An Owner, however, shall be deemed to own and shall keep in repair and maintain the inner decorated and finished surfaces of the perimeter and interior walls, floors, ceilings, doors, windows, fixtures, appliances, heating and air conditioning system and such other elements consisting of paint, wallpaper and other such finishing materials as well as the plumbing and electrical lines, wires, conduits or system accessible from the interior and serving his Unit exclusively.
- (c) An Owner shall do no act or any work that will impair the structural soundness or integrity of a building or impair any easement or hereditament. No Owner shall in any way alter, modify, add to or otherwise perform any work whatever upon any of the Common Elements, except with prior written consent of the Managing Agent or Board of Managers.

Sec. 12.02 Declaration, By-Laws, Resolutions. Each Owner shall comply strictly with the provisions of this Declaration, the By-Laws, the Restrictions and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages of injunctive relief, or both, maintainable by the Managing Agent or Board of Managers on behalf of the Owners, or, in a proper case, by an aggrieved Owner.

Sec. 12.03 Mortgages and Encumbrances. Any Owner shall have the right from time to time to mortgage or encumber his interest by deed of trust, mortgage or other security instrument. A first mortgage shall be one which has first and paramount priority under applicable law. The Owner of a Condominium Unit may create a second mortgage on the following conditions:

- (1) That any such second mortgage shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, obligations, lien for Common Expenses, and other payments created by this Declaration and by the By-Laws;
- (2) That the mortgagee under any second mortgage shall release, for the purpose of restoration of any improvements upon the mortgaged premises, all of his right, title and interest in and to the proceeds under all insurance policies upon said premises, which insurance policies were affected and placed upon the mortgaged premises by the Association. Such release shall be furnished forthwith by a second mortgagee upon written request by the Association.

Sec. 12.04 Payment of Assessments; Penalties; Liens.

- (a) a. All Owners shall be obligated to pay the assessments imposed by the Association pursuant to the provisions of this Declaration, the By-Laws and the Restrictions. All such assessments shall be made on a pro rata basis according to each owner's fractional interest in and to the Common Elements and as pertain to his Condominium Component. Assessments for the expenses and other matters provided for in Sec. 11.03 shall be due on or before the twenty fifth (25th) day of the month following the assessment. Failure to pay such assessments by the twenty fifth (25th) day of such month shall require the imposition and assessment of a late charge of twenty five dollars (\$25.00). The Managing Agent or Board of Managers shall provide on request to each Owner an itemized statement showing the various estimated or actual Common Expenses for which the assessments are made. No Owner may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use of enjoyment of any of the Common Elements, or by abandonment of his Unit.
- (b) All sums assessed, pursuant to Sec. 11.03 hereinabove, against the Owner or Owners of any Condominium Unit which remain unpaid after the twenty fifth (25th) day of the month in which they are due shall constitute a lien on such Condominium Unit superior (prior) to all other liens and encumbrances except only for:
 - (1) Tax and special assessment liens in favor of any assessing unit; and,
 - (2) All sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrances, and including additional advances made therein prior to the arising of such a lien.To evidence such lien, the Managing Agent or Board of Managers may, but shall not be required to, prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Condominium Unit and a description of the Condominium Unit. Such a notice shall be signed by the Managing Agent or Board of

Managers and may be recorded in the office of the County Clerk of Jasper County, Texas. Such lien shall attach from the date the assessment was due. Such lien may be enforced by foreclosure of the defaulting Owner's Condominium Unit by the Association in like manner as a mortgage on real property upon the recording of a notice or claim thereof. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorney's fees. The Owner shall also be required to pay to the Association a reasonable rental for the Condominium Unit during the period of foreclosure, and the Association shall be entitled to a receiver to collect the same. The Association shall have the power to bid in the Condominium Unit a foreclosure sale and to acquire and hold, lease, mortgage and convey same. The amount of the Common Expenses assessed against each Condominium Unit shall also be a debt of the Owner thereof at the time the assessment is made. Suit to recover a money Judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing same. Any encumbrancer holding a lien on a Condominium Unit may pay any unpaid Common Expenses payable with respect to such Unit, and upon such payment such encumbrancer shall have a lien on such unit for the amounts paid of the same rank as the lien of his encumbrance.

- (c) Upon the written request of an Owner of any encumbrancer or prospective encumbrancer of a Condominium Unit, the Association by its Managing Agent or Board of Managers, shall issue a written statement setting forth the unpaid Common Expenses, if any, with respect to the subject Unit, the amount of the current assessment and the date that such assessment becomes due, credit for advanced payments or for prepaid items, including but not limited to insurance premiums, which shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a statement of indebtedness shall be complied within then (10) days, all unpaid Common Expenses which become due prior to the date of making of such request shall be subordinate to the lien of the person requesting such statement.
- (d) The Grantee of a Condominium Unit shall be jointly and severally liable with the Grantor for all unpaid assessments against the latter for this proportionate share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee therefore; provided, however, that upon written request, any such prospective Grantee shall be entitled to a statement from the Managing Agent or Board of Managers, setting forth the amount of the unpaid assessments, if any, with respect to the subject unit, the amount of the current assessment and the date that such assessment becomes due, credit for advanced payments or for prepaid items, including but not limited to insurance premiums, which shall be conclusive upon the Association. Unless such a request for a statement of indebtedness shall be complied within ten (10) days of such request, then such Grantee shall not be liable for, nor shall the unit conveyed be subject to a lien for, any prior unpaid assessments against the subject unit.

- (e) Upon the sale or conveyance of a Condominium Unit, all due and unpaid assessments against the Owner for his pro rata share in the Common Expense shall first be paid out of the sales price, or by the purchaser, in preference over any other assessments or charges of whatever nature except the following:
- (1) Assessments, liens and charges in favor of the State and any political subdivision thereof for taxes past due and unpaid on the Unit; and
 - (2) Amounts due under first mortgage instruments duly recorded.

Section 12.05 Restrictions: Rayburn Country Association. Every Owner, immediately upon becoming an owner, shall be subject to and shall comply with, all of the Restrictions applicable to his Condominium Component. Likewise, every Owner shall be a member of the Rayburn Country Association, with all of the privileges and benefits thereof and be subject to the amortization and maintenance charges thereof.

ARTICLE 14.00 ASSOCIATION AS ATTORNEY-IN-FACT UPON DESTRUCTION OR OBSOLESCENCE.

This Declaration hereby makes mandatory the irrevocable appointment of any attorney-in-fact to deal with the property upon its destruction or obsolescence. Title to any Condominium Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed from any Owner shall constitute the irrevocable appointment as attorney-in-fact the Association, or its successor non-profit corporation if same be hereafter organized, such grantee's true and lawful attorney in his name, place and stead, for the purpose of dealing with the property upon its destruction or obsolescence as is hereafter provided.

Sec. 14.01 General Power of Attorney-in-Fact. As attorney-in-fact the Association, by its President and Secretary, shall have full and complete authorizations, right and power to make, execute and deliver any contract, deed or any other instrument with respect to the interest of a Condominium Unit Owner which are necessary and appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in this Article means restoring the improvements to substantially the same conditions in which they existed prior to the damage, with each Unit and the Common elements having the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be made available to the Association for the purpose of repair, restoration or replacement unless the Owners and all first mortgagees agree not to rebuild in accordance with the provisions set forth herein.

Sec. 14.02 Damage or Destruction of Part of Improvements.

- (a) In the event of damage or destruction, by fire or other disaster, to not more than sixty six and two-thirds percent (66 2/3%) of all the improvements on the property

within a Condominium Component the insurance proceeds, if sufficient to reconstruct the improvements shall be applied by the Association, as attorney-in-fact, to such reconstruction, and the improvements shall be promptly repaired and reconstructed.

- (b) If the insurance proceeds are insufficient to repair and reconstruct the improvements, and if not more than sixty-six and two thirds percent (66-2/3%) of all of the improvements on the property within a Condominium Component have been damaged by such fire or other disaster, such damage or destruction shall be promptly repaired and reconstructed by the Association as attorney-in-fact, using the proceeds of insurance and the proceeds of an assessment to be made against all of the Owners and their Condominium Units within the affected Condominium Component.
- (c) Such deficiency assessment shall be a Common Expense made pro rata according to each Condominium component Owner's percentage interest in and to the affected Common Elements and shall be due and payable within thirty (30) days after written notice thereof. The Association shall have the authority to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an Owner to pay the assessment. The assessment provided for herein shall be a debt of each Owner, and a lien on his condominium Unit and may be enforced and collected as is provided in article 12.00 herein. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the Condominium Unit of any Owner refusing or failing to pay such deficiency assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the Condominium Unit of the delinquent Owner shall be sold by the Association, as attorney-in-fact, in following order:
 - (1) For payment of the balance of the lien of any first mortgage;
 - (2) For payment of taxes and special assessment liens in favor of any assessing entity;
 - (3) For payment of unpaid Common Expenses;
 - (4) For payment of junior liens and encumbrances in the order of and to the extent of their priority; and
 - (5) The balance remaining, if any, shall be paid to the Condominium Unit Owner.

Sec. 14.03 Damage or Destruction to Substantially all of improvements.

- (a) If more than sixty-six and two-thirds percent (66-2/3%) of all of the improvements on the property are destroyed or damaged, unless a plan of reconstruction is otherwise unanimously agreed upon by the Owners of all of the Condominium Units within the affected Condominium Component within ninety (90) days after such destruction or damage, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notices by the Association's President and Secretary, the entire premises shall be sold by the Association as attorney-in-fact for all of the Owners, free and clear of the provisions contained in this Declaration, the Map or Plat and the By-

Laws. The insurance settlement proceeds from such sale of the property, together with any other funds held by the Association on behalf of the Owners, shall be collected by the Association, and all such proceeds and funds shall be divided by the Association according to each Unit Owner's fractional interest in the Condominium Component or Common Elements, as the case may be, and shall be paid into separate accounts, each such account representing one of the affected Condominium Units. Each such account shall be in the name of the Association, and shall be further identified by the identification number of the unit and the name of the Owner or Owners. The Association, as attorney-in-fact, shall use and disburse the proceeds from each of such accounts, without contribution from any account to another, toward the payment of the lien of any first mortgage against the Condominium Unit represented by such account. The remainder, if any, of the proceeds in each such account shall be applied in the following order until such remaining proceeds are exhausted:

- (1) For payment of taxes and any special assessment liens in favor of any assessing agency or entity.
- (2) For payment of unpaid Common Expenses.
- (3) For payment of junior liens and encumbrances in the order of and to the extent of their priority.
- (4) To the Owner or Owners of the Condominium Units.

- (b) In the event all of the Owners unanimously agree to a plan of reconstruction notwithstanding damage to more than sixty-six and two-thirds percent (66-2/3%) of all of the improvements on the property, the Association shall forthwith proceed to repair and reconstruct the improvements in accordance with such plan. Any assessment made in connection with such plan shall be a Common Expense and made pro rata according to each Owner's fractional interest in the affected Condominium Component or Common Elements, as the case may be, and shall be due and payable as provided by the terms of such plan. Pursuant to such a plan, the Association shall have the authority to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an Owner to pay the assessment. The assessment provided for herein shall be a debt of each owner and lien on his condominium unit and may be enforced and collected as is provided in Article 12.00 herein.

Sec. 1404 Obsolescence

- (a) The owners representing an aggregate ownership interest of sixty-six and two-thirds percent (66-2/3%) of the Condominium Units, or more, may agree that the Common Elements of the Property, or any part of the Common Elements, are obsolete and that the same shall be renewed or reconstructed. In such instance, the funds held by the Association as an obsolescence reserve, if any such reserve has been created, shall be used in such renewal or reconstruction. If there is no such reserve fund, or if it is insufficient, the expense or excess expense of such renewal or reconstruction shall be paid by all of the Owners in

proportion to their respective interests in the affected area of the Condominium Component and its Common Elements.

- (b) In the event that the Owners agree with respect to obsolescence as provided in paragraph (a) immediately hereinabove, any dissenting owner may, within seventy-two (72) hours after such agreement, give written notice to the Association that the association shall buy his Condominium Unit, or interest therein, for the fair market value thereof. Such fair market value shall be determined by a real estate appraiser agreed upon between the Association and the dissenting Owner. If the parties cannot agree on an appraiser, then one shall be designated by the Association, or its successor in title. Such appraiser shall be appointed within ten (10) days after the seventy-two (72) hour notice as hereinabove provided and shall submit a written appraisal to the association and the dissenting Owner within twenty (20) days after his appointment. Such written appraisal shall be conclusive of the fair market value of the unit and shall be binding on both the Association and the dissenting Owner. The appraiser's fee shall be borne equally by the Association and the dissenting Owner. The sale shall be consummated within fifteen (15) days after the submission of the written appraisal and shall be closed in the office of the Association's attorneys. The proceeds of the sale shall be paid by the Association in the same order of payment provided for in Article 14.00, Sec. 14.02 (c) hereinabove.

(c)

ARTICLE 15.00 PERSONAL PROPERTY FOR COMMON USE AND ENJOYMENT

The Association shall hold title to such property for the use and enjoyment of the Condominium Unit Owners and Occupants. No Owner shall have any other interest and right thereto, and all such right and interest shall absolutely terminate upon an Owner's termination of possession of his Condominium Unit.

ARTICLE 16.00 NOTICES

All notices, demands or other notices required by this Declaration to be served upon an Owner shall be sent by certified mail, postage prepaid, addressed to such Owner at the mailing address specified by the Owner in writing to the Association. All notices, demands or other notices required to be served upon the Managing Agent, or the Board of Managers of the Association, or the Association, shall be sent by certified mail, postage prepaid, to the Registered Agent of the Association as stipulated in the By-Laws of said Association, or to such person and address as required by the Association upon written notice to the Owners.

ARTICLE 17.00 AMENDMENT OR REVOCATION OF THIS DECLARATION

This Declaration shall not be revoked nor shall any of the provisions herein be amended unless seventy-five percent (75%) of the owners of condominium units consent and agree to such revocation or amendment by instrument duly recorded, prior thereto.

ARTICLE 18.00 CONDOMINIUM ACT

The provisions of this Declaration shall be in addition and supplemental to the Condominium Act of the State of Texas and to all other applicable provisions of law.

ARTICLE 19.00 PARTIAL INVALIDITY

The divisions of this Declaration into Articles, Sections, Paragraphs, and Subparagraphs is intended for convenience only and the construction hereof is not to be restricted thereby. Furthermore, if any Article, Section, Paragraph, Subparagraph sentence, clause or word of this Declaration is held to be invalid, such invalidity shall not affect the remainder of this Declaration.

ARTICLE 20.00 PROXY OWNERSHIP

A condominium unit owner, by proxy instrument, may assign his rights of ownership in such unit to Rayburn Country Condominium Management Association for purposes of deciding any issue to come before the Association or the Condominium Association, as for any issue raised pursuant to the Declaration or these Restrictions.

ARTICLE 21.00 INTERPRETATION – RESTRICTIONS

In the interpretation and understanding of any provisions of this Declaration, wherein there appears to be any conflict between the Declaration and the Restrictions on any Condominium Component, the provisions of such Restrictions shall be paramount and such interpretation shall be solely consistent therewith.

IN WITNESS WHEREOF, Declarants have executed the Declaration of Rayburn Country Condominium Management Association this 20th day of May, 2016 .

Rayburn Country Condominium Management Association, a Texas corporation.

BY Alan Wylie
President

Alan Wylie

BY Charles Gutierrez
Vice President

Charles Gutierrez

BY Alton Kanak
Secretary

Alton Kanak

BY Carolynn Boyett
Member at Large

Carolynn Boyett

BY Patrick Credeur
Member at Large

Patrick Credeur

BY Andy Reed
Member at Large

Andy Reed

Acknowledgment

The State of Texas §

County of Jasper §

This instrument was acknowledged before me on this 20th day of May, 2016, by the Board of Directors of Rayburn Country Condominium Management Association.

Kim Orocio
Notary Republic, State of Texas

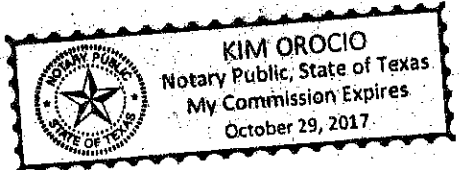


EXHIBIT "B"

BY-LAWS

OF

RAYBURN COUNTRY CONDOMINIUM MANAGEMENT ASSOCIATION

ARTICLE I.

PURPOSE

1. The purpose for which this non-profit Association is formed is to govern the condominium property and all future condominium properties, villas, duplexes, townhouse, or apartment properties, situated in the County of Jasper, State of Texas, which property is described in the Declaration of Rayburn Country Condominium Management Association, as to Condominium Covenants and Restrictions at Rayburn Country, Jasper County, Texas, 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 condominium regime in any manner., are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the condominium units hereinafter referred to as "units" of the regime or the mere act of occupancy of any of said units will signify that these By-Laws are accepted, ratified, and will be complied with.

ARTICLE II.

MEMBERSHIP, VOTING, QUORUM

1. Membership. The members of the Association shall consist of all of the record owners of the condominium units in this regime. Such membership shall terminate without any formal Association action whenever such person ceases to own a condominium unit or an interest therein, but such termination shall not relieve or release any such person from any liability or obligation incurred under, or in any way connected with the said Condominium during the period of such ownership and membership in this Association, or impair any rights or remedies which the Board of Managers or the Association or others may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

2. Voting. The members of the Association shall be entitled to cast one (1) vote for each condominium unit owned by them. If a condominium unit is owned by a corporation, the person entitled to cast the vote for the owner shall be designated by a certificate of appointment or proxy signed by the president or vice-president and attested by the secretary or assistant secretary of such corporation and filed with the Secretary of the Association at any time prior to the meeting at which such vote shall be cast. Such certificate shall be valid until revoked in writing or superseded by a subsequent certificate. Joint owner of a unit may cast their one (1) vote jointly or each owner shall be entitled to a vote equal to his fractional ownership interest, whether such interest is undivided or not.

3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of members entitled to cast a majority of the votes of the Association shall constitute a quorum. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Association unless a greater number of votes is required by the Declaration or these By-Laws.

ARTICLE III

ADMINISTRATION

1. Association Responsibilities. The members of the Association will have the responsibility of governing and administering the condominium regime through a Board of Managers.

2. Place of Meetings. Meetings of the Association shall be held at such place as the Board of Managers may determine.

3. Annual Meetings. Annual meetings of the Association shall be held during the month of September.

4. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Managers or upon a petition signed by a majority of the owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of three-fourths (3/4ths) of the owners present, either in person or by proxy.

5. Notice of Meetings. It shall be the duty of the Secretary to mail 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, to each owner of record, at least 30 days prior to such meeting. The mailing of a notice in the manner provided in this paragraph shall be considered notice served.

6. Adjourned Meeting. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not more than forty-eight (48) hours from the time the original meeting was called.

7. Order of Business. The order of business at all meetings of the owners of units shall be as follows:

- (a) Roll Call
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of preceding meeting
- (d) Reports of Officers
- (e) Reports of Committees
- (f) Election of Managers
- (g) Unfinished Business
- (h) New Business

ARTICLE IV.

BOARD OF MANAGERS

1. Number and Election. The affairs of this Association shall be governed by a Board of Managers composed of five (5) or seven (7) persons. The Association shall elect the Board of Managers.

2. Powers and Duties. The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Association for all acts not specifically given to the owners

3. Other Powers and Duties. The Board of Managers shall be empowered and shall have the following duties:

(a) To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations, and all other provisions set forth in the Declaration submitting the property to the provisions of the Condominium Act of the State of Texas.

(b) To establish, make and enforce compliance with such reasonable house rules as may be necessary for the operation, use and occupancy of this

condominium regime with the right to amend same from time to time. A copy of such rules and regulations shall be made available to each member promptly upon the adoption thereof.

(c) To keep in good order, condition and repair all of the general common elements.

(d) To insure and keep insured all of the living units as provided in the Declaration.

(e) To fix, determine, levy and collect the regular and the special assessments as provided in the Declaration. The determination of the periods (monthly, quarterly, etc.) shall be determined by the Board of Managers and may be changed from time to time as is deemed necessary by the Board.

(f) To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an owner as is provided in the Declaration and these By-Laws.

(g) To protect and defend the entire premises from loss and damage by suit or otherwise

(h) To borrow funds in order to pay for any expenditure or outlay required for the maintenance of the common elements and to execute all such instruments evidencing such indebtedness; and any such indebtedness shall be the several obligations of all of the owners in the same proportion as their interest in the common elements. The board is authorized to levy an assessment for the payment of any such indebtedness

(i) To enter into contracts within the scope of their duties and powers.

(j) To establish bank accounts for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Managers.

(k) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the owners, and to provide at each board meeting a list of all transactions for review by the board members.

(l) To prepare and deliver to each owner at the annual meeting a financial statement.

(m) To meet at least once each quarter.

(n) To designate the personnel necessary for the maintenance and operation of the condominium regime.

(o) In general, to carry on the administration of this Association and to do all of those things necessary and reasonable in the operation of the condominium regime for the mutual benefit of all of the members of the Association.

4. Managing Agent. The Board of Managers serves as the managing agent for the Association. The Board of Managers may employ for the Association a Managing Agent at a compensation to be established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Paragraph 3 of this Article.

5. Vacancies. Vacancies on the Board of Managers caused by any reason other than the removal of a Manager by a vote of the Association shall be filled by vote of the majority of the remaining Managers, even though they may constitute less than a quorum; and each person so elected shall be a Manager until a successor is elected at the next annual meeting of the Association.

6. Removal of Managers. At any regular or special Association meeting duly called, any one or more of the Managers may be removed with or without cause by a majority of the owners, and a successor may then and there be elected to fill the vacancy thus created. Any Manager whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

7. Regular Meetings. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time, by a majority of the Managers, but at least one (1) such meeting shall be held quarterly following the first annual meeting of the Association. Notice of regular meetings of the Board of Managers shall be given to each Manager by mail, telephone, or email, at least seven (7) days prior to the day named for such meeting, unless notice is waived by the respective Managers.

8. Special Meetings. Special Meetings of the Board of Managers may be called by the President on three (3) days notice to each Manager, given by mail, telephone, or email, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Secretary in like manner and on like notice on the written request of at least two Managers.

9. Board of Managers Quorum. At all meetings of the Board of Managers, a Majority of the Managers shall constitute a quorum for the

transaction of business, and the acts of the majority of the Managers present at a meeting at which a quorum is present shall be the acts of the Board of Managers. If, at any meeting of the Board of Managers, there be less than a quorum present, the majority of those present may adjourn the meeting.

10. Fidelity Bonds. The Board of Managers may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate bonds.

ARTICLE V.

OFFICERS

1. Designation: The officers of the Association shall be a President, a vice president, a Secretary, and a Treasurer. The remaining board members are at large members.

2. Election of Officers: The officers of the Association shall be elected annually by the Board of Managers at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

3. Removal of Officers: Upon an affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Managers, or at any special meeting of the Board called for such purpose.

4. President: The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Managers. He shall have all of the general powers and duties which are usually vested in the office of President of an association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the association.

5. Vice President: The vice president temporarily assumes the roles of the president when the president is not available.

6. Secretary: The Secretary shall keep all the minutes of all meetings of the Board of Managers and the minutes of all meetings of the Association. The secretary shall have charge of such books and papers as the Board of Managers may direct and shall, in general, perform all of the duties incident to the office of Secretary.

The Secretary shall ensure a complete and up-to-date list of members and their last known addresses are maintained. Such list shall also show opposite each member's name the number or other appropriate designation of the unit owned by such members. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

7. Treasurer: The Treasurer shall have responsibility for Association funds and shall ensure that full and accurate accounts of all receipts and disbursements are maintained in books belonging to the Association.

8. At Large Members: The At Large members are responsible for attending and contributing inputs at board meetings and for voting.

ARTICLE VI.

INDEMNIFICATION OF OFFICERS AND MANAGERS

The Association shall indemnify every manager and officer, his heirs, executors and administrators, against all loss, costs and expenses, including counsel fees reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Manager or officer of the Association, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement 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 duty as such Manager or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Manager or officer may be entitled. All liability, loss, damage, costs and expense incurred or suffered by the Association by reason of arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as Common Expenses; provided, however, that nothing in this Article VI. contained shall be deemed to obligate the Association to indemnify any member or owner of a condominium unit, who is or has been a Manager or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration as a member or owner of a condominium unit covered thereby.

ARTICLE VII.

1. Assessments: All owners shall be obligated to pay the assessments imposed by the Association to meet the common expenses. The assessments shall be due as provided in the Declaration and these By-Laws.

a. 2. Maintenance and Repair. Owner Responsibilities

Every owner must perform promptly at his own expense all maintenance and repair work, both exterior and interior as it affects his own condominium unit, which if omitted would affect the project in its entirety, or in a part belonging to other owners.

All the repairs of internal installations of the unit such as water, light, gas power, sewage, telephone, air conditioning and heating system, sanitary installations, doors, windows, electrical fixtures and all other accessories, equipment and fixtures belonging to the unit area shall be at the owner's expense, except as otherwise provided in the Declaration, the Restrictions or these By-Laws.

In addition, owners are responsible for the repair and refurbishment of common areas including the parking areas.

b. Condo Association Responsibilities

The Condo Association is responsible for repair of exterior building features that are common to all condo units. These elements include repairs to roofs, chimneys, gutters, siding, fences, security lights.

c. Shared Major Expenses

Significant maintenance costs (roof replacement, foundation repair, and other major expenses not specifically addressed in these by laws) will be shared equally between condo owner and Association.

An owner 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.

2. 3. Mechanic's Lien. Each owner agrees to indemnify and to hold each of the other owners harmless from any and all claims of Mechanic's Lien filed against other living units and the appurtenant general common elements for labor, materials, services or other products incorporated in the owner's apartment unit. In the event suit for foreclosure is commenced, then within ninety (90) days thereafter such owner shall be required to deposit with the Association cash or

negotiable securities equal to the amount of such claim plus interest for one year, together with the sum of One Hundred Dollars (\$100.00). Such sum or securities shall be held by the Association pending final adjudication or settlement of the litigation. Disbursement of such funds or proceeds shall be made to insure payment of any such judgment and any deficiency shall be paid forthwith by the subject owner, and his failure to so pay shall entitle the Association to make such payment, and the amount thereof shall be a debt of the owner and lien against his living unit which may be foreclosed as is provided in Section 12.04 of the Declaration.

3. General.

(a) Each owner shall comply strictly with the provisions of these By-Laws and all rules and regulations duly adopted by the Board of Managers.

(b) Each owner shall always endeavor to observe and promote the cooperative purposes for which this condominium regime and Association were formed.

4. Use of Units – External Changes.

(a) All units shall be utilized for residential purposes only.

(b) An owner shall not make structural modifications or alterations to his unit or installations located therein, without previously notifying the Association in writing through the Managing Agent, or if no Managing Agent is employed, then through the President of the Board of Managers. The Association shall have the obligation to answer within fourteen (14) days after such notice, and failure to do so within the stipulated time shall mean there is no objection to the proposed modifications or alteration.

5. Use of General Common Elements. Each owner 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 the other owners.

6. Right of Entry. An owner shall grant the right of entry to the Managing Agent or to any other person authorized by the Board of Managers in case of any emergency originating in and threatening his unit or any other unit whether the owner is present at the time or not.

7. Rules and Regulations.

(a) All owners shall promptly and completely comply with each of the rules and regulations herein contained or hereafter properly adopted by the

Association. All owners and their guests shall enjoy maximum utilization of all condominium facilities consonant with the rights of each of the other owners thereto.

(b) Nothing shall be done in any condominium unit, nor shall same be occupied or used for any purpose, nor shall any commodity, product or personal property be kept therein or thereon, which shall cause such improvements to be uninsurable against loss by fire, or the perils included in an extended coverage endorsement under the rules of the State of Texas Insurance Commission, or which might cause or warrant any policy or policies covering said premises to be cancelled or suspended by the issuing Company.

(c) Owners and occupants of units shall at all times exercise extreme care to avoid making or permitting to be made loud or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb owners, tenants, or other occupants of other living units. No unit shall be used or occupied in such manner as to obstruct or interfere with the enjoyment of other residents of adjoining units, nor shall an nuisance, or immoral or illegal activity be committed or permitted to occur in or on any unit or upon any part of the common elements.

(d) The common area is intended for use for the purpose of affording vehicular and pedestrian movement within the condominium units, and of providing access to the units; those portions thereof adopted therefor, for recreational use by the owners and occupants of units; and all such common area as is appropriate therefor, for the beautification of the entire area and for providing privacy for the residents thereof through landscaping and such other means as shall be deemed appropriate. No part of the common area shall be obstructed so as to interfere with its use for the purposes hereinabove recited, nor shall any part of the common areas or common elements be used for general storage purposes after the completion of the construction of the units, nor anything done thereon in any manner which shall increase the rate for hazard and liability insurance covering said area and improvements situated thereon.

(e) Only well-behaved household pets shall be allowed. Animals which interrupt the quiet of the neighborhood or cause unreasonable concern for the safety of persons, pets or property are prohibited.

(f) No resident of the Condominium shall post any advertisements, signs, or posters, of any kind in or on the project except as authorized by the Restrictions, the Declaration or the Association.

(g) Parking of automobiles shall be only in parking areas; and then only in such manner as not to impeded the passage of traffic or to impair proper access to parking areas. Each owner is entitled to one parking space.

(h) It is prohibited to hang garments, rugs and/or any other materials or objects of any kind from the windows or from any of the exterior portions of a condominium unit.

(i) It is prohibited to dust rugs or other materials from the windows, or to clean rugs by beating on the exterior part of the living units, or to throw any dust, trash or garbage out of any of the windows or doors of any of the units.

(j) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes.

(k) No owner, resident or lessee shall install wiring for electrical or telephone installation, television or radio antennae, machines or air conditioning units or any other devices whatsoever on the exterior of the building or that protrude through the walls or out of the windows, or on the roof of the building except by express prior written consent of the Environmental Control Committee.

(l) No owner or other occupant of any living unit shall make an alteration or improvement to the common elements of the condominium or any exterior portion of a living unit or remove any planting, structure, furnishings or other equipment or object there from except with the prior written consent of the Environmental Control Committee.

8. Destruction or Obsolescence. Each owner shall, upon becoming an owner of a living 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 owner's living unit upon its destruction or obsolescence as is provided in Article 14 of the Declaration.

ARTICLE VIII

ENVIRONMENTAL CONTROL COMMITTEE

1. An Environmental Control Committee of three (3) shall be appointed by the Managing Agent or the Board of Managers to serve for terms of three (3) years. Such Committee shall function in accordance with the Declaration, the Restrictions and these By-Laws. In the absence of this committee, the board of managers shall perform this function.

2. Two (2) copies of plot plan, plans and specifications and details of any proposed construction or alteration, including proposed construction material, color scheme and landscaping on any lot on the Property shall be

delivered to said Environmental Control Committee. Such plans shall be approved or disapproved within thirty (30) days after submission (except that, if not disapproved within such thirty (30) days, the plans shall be deemed approved), and all construction shall conform in detail to such plans and specifications so approved. Approval by the Committee shall in no way render the Committee or the Association liable for any defects in the plans or the work.

3. The Environmental Control Committee may allow reasonable variances and adjustments in the building restrictions in order to overcome practical difficulties and overcome hardships, and may render advisory rulings regarding such variances, provided the variance shall not be materially detrimental to other property in the Condominium component.

ARTICLE IX.

MORTGAGES

1. Notice to Association. An owner who mortgages his unit shall notify the Association, giving the name and address of his mortgagee. The Association shall maintain such information in its records in conveniently accessible form.

2. Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.

ARTICLE X.

COMPLIANCE

These By-Laws are set forth to comply with the requirements of the State of Texas Condominium Act. If any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

ARTICLE XI.

This Association is not organized for profit. No member, member of the Board of Managers or person from whom the Association 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 distributed. ...to, or inure to the benefit of any member of the Board of Managers;

provided, however, always (2) that reasonable compensation may be paid to any member while acting as an agent or employee of the Association for services rendered in affecting one or more of the purposes of the Association, and (2) that any member of the Board of Managers may, from time to time be reimbursed for his or her actual and reasonable expense incurred in connection with its administration of the affairs of the Association.

ARTICLE XII.

The Registered office and the principal office for the transaction of business of this Association shall be the office of Rayburn Country Condominium Management Association.

ARTICLE XIII.

The persons who shall be authorized to execute any and all instruments on behalf of the Association, including Promissory Notes, shall be the members of the Board of Managers.

ARTICLE XIV.

POWER OF ACQUISITION AND MERGER

(a) Acquisition. The Association shall have the power to acquire other property, both real and personal, upon approval of the owners of a majority of living units in this condominium regime at a duly constituted meeting of the Association. Such property shall include, but not limited to, condominium units under the Association's right of first refusal as specified in the Declaration, recreational property and facilities and any other property which the Association deems to be mutually beneficial to the members.

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

ARTICLE XV.

AMENDMENTS TO BY-LAWS

These By-Laws may be amended by the Association at a duly constituted meeting for each purpose, and no amendment shall take effect unless approved by the owners of a majority of condominium units in this condominium regime.

IN WITNESS WHEREOF, Declarants have executed the By Laws of the Rayburn Country Condominium Management Association this 20th day of May, 2016 .

Rayburn Country Condominium Management Association, a Texas corporation.

BY Alan Wylie
President

Alan Wylie

BY Charles Gutierrez
Vice President

Charles Gutierrez

BY Alton Kanak
Secretary

Alton Kanak

BY Carolynn Boyett
Member at Large

Carolynn Boyett

BY Patrick Credeur
Member at Large

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BY Andy Reed
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Andy Reed

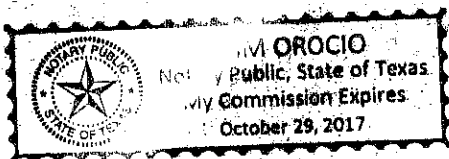
Acknowledgment

The State of Texas §

County of Jasper §

This instrument was acknowledged before me on this 20th day of May, 2016, by the Board of Directors of Rayburn Country Condominium Management Association.

Kim Orocio
Notary Republic, State of Texas



FILED AND RECORDED

Instrument Number: 271908 B: OPR V: 1075 P: 394

Filing and Recording Date: 09/13/2016 10:32:35 AM Pages: 30 Recording Fee: \$138.00

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.



Debbie Newman

Debbie Newman, 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.