



RAYBURN COUNTRY ASSOCIATION
COLLECTION POLICY AND PAYMENT PLAN GUIDELINES

STATE OF TEXAS §
 §
COUNTY OF JASPER §

WHEREAS, the property encumbered by this Collection Policy and Payment Plan Guidelines (the "Guidelines") is that property initially restricted by the Restrictions, Reservations, Covenants and Conditions for Rayburn Country recorded in the Official Public Records of Jasper County, Texas, as same has been or may be amended from time to time ("Declaration"), and made subject to the authority of the Rayburn Country Association (the "Association"); and

WHEREAS, pursuant to Chapter 209 of the Texas Property Code, the Board of Directors (the "Board") of the Association hereby adopts these Guidelines for the purposes of establishing a uniform and systematic procedure to collect assessments and other charges of the Association and identify the guidelines under which owners may request an alternative payment schedule for certain assessments; and

WHEREAS, this Dedicatory Instrument represents Restrictive Covenants as those terms are defined by Texas Property Code Section 202.001, et. seq, and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants.

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby adopt the Collection Policy and Payment Plan Guidelines, which shall run with the land and be binding on all owners and lots within the subdivision. These Guidelines replace any previously recorded or implemented guidelines that address the subjects contained herein.

I. COLLECTION POLICY

1. NOTICE

The Board shall collect the amortization fund, maintenance fund, and annual association charge (collectively "Assessment" or "Assessments") levied against each lot and shall, annually, prepare a roster of the lots and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner. Upon completion of the roster, written notice of the Assessment may be sent to every owner subject to the Assessments. An owner may not escape liability or be entitled to a deferral of interest, late charges, fines, or collection costs with regard to delinquent Assessments on the basis of such owner's failure to receive notice, if such notice was sent via regular mail to the most recent address of the owner according to the records of Association. Each owner shall have the obligation to notify the Association in writing of any change in address which shall become effective five (5) days after written notice has been received.

2. DUE DATE

All Assessments are due in advance on July 1st each year. If any portion of the Assessments due the Association is not paid on the date when due, then such Assessment shall be become delinquent. Charges disputed by an owner are considered delinquent until such time as they are paid in full. Payments received after the due date are considered delinquent.

3. LATE CHARGE

If the Assessments are not paid by the due date, the Assessments shall be considered late and a late charge in the amount of \$25.00 will be levied against the account.

4. DELINQUENCY NOTIFICATION

The Association may cause to be sent, but is not required to send, the following notification(s) to delinquent owners:

a. PAST DUE NOTICE: In the event that an Assessment account balance remains unpaid thirty (30) days from the due date, a Past Due Notice may be sent via regular mail to each owner with a delinquent account setting forth all Assessments, late charges, interest and other amounts due.

b. FINAL NOTICE: In the event there is a default on the Payment Plan, where an Assessment account balance remains unpaid sixty (60) days or later from the due date, a Final Notice may be sent via verified mail to each delinquent owner. The Final Notice will set forth the following information and the result of failure to pay, including an explanation of:

1. AMOUNTS DUE: All delinquent Assessments, interest, late charges, and other amounts due; and

2. MILITARY NOTICE: If the owner is serving on active military duty, the owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act.

c. NOTICE OF TURNOVER TO COLLECTION AGENT/ATTORNEY: If payment is not made within thirty (30) days from receipt of the Final Notice, member privileges may be suspended, the account may be sent to a collection agent and/or the Association's attorney for collection, and any fees and expenses will be charged to the owner's Assessment account. An owner may not be charged fees of a collection agent (as same is defined in Property Code -- §209.0064) or legal counsel unless the Association first provides written notice to the owner by verified mail that:

1. Specifies each delinquent amount and the total amount of the payment required to make the account current;

2. Describes the options the owner has to avoid having the account turned over to a collection agent or legal counsel, including information regarding availability of a payment plan through the Association; and

3. Provides a period of at least thirty (30) days for the owner to cure the delinquency before further collection action is taken.

5. REFERRAL OF ACCOUNT TO ASSOCIATION'S ATTORNEY

Upon referral of the account to the Association's attorney, the attorney is authorized to take whatever action is necessary, in consultation with the Board, including, but not limited to: sending demand letters, filing a lien, filing a lawsuit against the delinquent owner for a money judgment, instituting an expedited foreclosure action; and, filing necessary claims, objections, and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

In the event the Association has determined to foreclose its lien provided in the Declaration and Texas Property Code, and to exercise the power of sale thereby granted, such foreclosure shall be accomplished pursuant to the requirements of Section 209.0092 of the Texas Property Code by first obtaining a court order in an application for expedited foreclosure under the rules adopted by the Supreme Court of Texas.

6. BANKRUPTCIES

Upon receipt of any notice of a bankruptcy of an owner, the account may be turned over to the Association's attorney so that the Association's interests may be protected.

7. REQUIRED ACTION

Nothing contained herein, not otherwise required by the Declaration or by law, shall require the Association to take any of the specific actions contained herein. The Board of the Association shall have the right, but not the obligation, to evaluate each delinquency on a case-by-case basis as in its best judgment deems reasonable.

II. PAYMENT PLAN

1. PAYMENT PLAN SCHEDULE

The Association hereby establishes a Payment Plan schedule by which an owner may make partial payments to the Association for delinquent Assessments, or any other amount owed to the Association without accruing additional monetary penalties. Monetary penalties do not include interest or reasonable costs associated with administering the Payment Plan. The Payment Plan Schedule is as follows:

- a. The acceptable term for a Payment Plan is three (3) months;
- b. An owner, upon written request, may request a longer period of time;
- c. The Association is not required to offer another Payment Plan during the two (2) years following an owner's default under a previous Payment Plan;
- d. The Association is not required to allow a Payment Plan for any amount that extends more than eighteen (18) months from the date of the owner's request for a payment plan.

e. The Association is not required to make a Payment Plan available to an owner after the period for cure described in Article I, Section 4(c)(3) expires.

f. The Association is not required to allow an owner to enter into a Payment Plan more than once in any twelve (12) month period.

2. APPLICATION OF PAYMENTS

a. Except as provided in subsection (b) immediately below, a payment received by the Association shall be applied in the following order of priority:

1. Any delinquent Assessment;
2. Any current Assessment;
3. Attorney's fees or third party collection costs incurred by the Association associated solely with Assessments or other charge that can be the basis of foreclosure;
4. Attorney's fees not subject to "3" above;
5. Fines; and
6. Any other amount owed to the Association.

b. If/when an owner defaults on a Payment Plan, the remaining delinquent amount will become due in full and the Association may begin further collection action as set out above in Article I. Any payment(s) received by the Association after such default of a Payment Plan shall be applied in the following order of priority:

1. Costs;
2. Attorney fees;
3. Interest;
4. Late fees;
5. Delinquent Assessments;
6. Current Assessments; and
7. Fines

As to each category identified in this subsection (b), payment shall be applied to the most-aged charge first. The acceptance of a partial payment on an owner's account does not constitute a waiver of the Association's right to collect the full outstanding balance due on said owner's account.

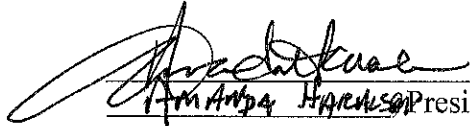
3. PAYMENTS RETURNED NON-SUFFICIENT FUNDS

An owner will be assessed a service charge for any check that is returned or Automatic Clearing House (ACH) debit that is not paid for any reason, including but not limited to Non-Sufficient Funds (NSF) or stop payment order. The amount of the service charge assessed will be the customary amount charged.

CERTIFICATION

I, the undersigned, being the President of the Rayburn Country Association, hereby certify that the foregoing Policy was adopted by at least a majority of the Rayburn Country Association's Board of Directors.

Approved and adopted by the Board of Directors on the 27th day of April 2020.




Amanda Harralson President
Rayburn Country Association

STATE OF TEXAS §
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COUNTY OF JASPER §

Before me, the undersigned authority, on this day personally appeared Amanda Harralson, President of Rayburn Country Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that s/he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 2nd day of May 2020.

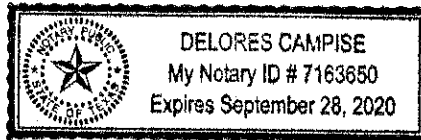


Notary Public, State of Texas

RECORDED BY:

 SEARS
BENNETT
& GERDES, LLP

6548 GREATWOOD PKWY.
SUGAR LAND, TX 77479



FILED AND RECORDED

Instrument Number: 294302 B: OPR V: 1193 P: 192

Filing and Recording Date: 05/15/2020 12:45:50 PM Pages: 6 Recording Fee: \$42.00

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.

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WHEREAS, pursuant to Chapter 209 of the Texas Property Code, the Board of Directors (the "Board") of the Association hereby adopts these Guidelines for the purposes of establishing a uniform and systematic procedure to collect assessments and other charges of the Association and identify the guidelines under which owners may request an alternative payment schedule for certain assessments; and

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c. NOTICE OF TURNOVER TO COLLECTION AGENT/ATTORNEY: If payment is not made within forty-five (45) days from receipt of the Final Notice, member privileges may be suspended, the account may be sent to a collection agent and/or the Association's attorney for collection, and any fees and expenses will be charged to the owner's Assessment account. An owner may not be charged fees of a collection agent (as same is defined in Property Code -- §209.0064) or legal counsel unless the Association first provides written notice to the owner by verified mail that:

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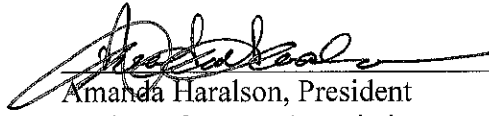
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CERTIFICATION

I, the undersigned, being the President of the Rayburn Country Association, hereby certify that the foregoing Policy was adopted by at least a majority of the Rayburn Country Association's Board of Directors.

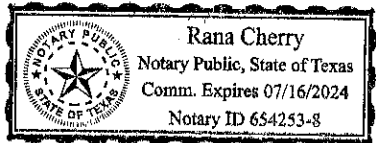
Approved and adopted by the Board of Directors on the 23rd day of August 2021.


Amanda Haralson, President
Rayburn Country Association

STATE OF TEXAS §
 §
COUNTY OF JASPER §

Before me, the undersigned authority, on this day personally appeared Amanda Haralson, President of Rayburn Country Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that s/he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 23rd day of August 2021.




Notary Public, State of Texas

RECORDED BY:

 SEARS
BENNETT
& GERDES, L.L.P.
6548 GREATWOOD PKWY.
SUGAR LAND, TX 77479

FILED AND RECORDED

Instrument Number: 304364 B: OPR V: 1250 P: 700

Filing and Recording Date: 11/12/2021 11:53:37 AM Pages: 6 Recording Fee: \$42.00

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



Debbie Newman

Debbie Newman, County Clerk
Jasper County, Texas

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RAYBURN COUNTRY ASSOCIATION
FINE POLICY AND SCHEDULE OF FINES

WHEREAS Rayburn Country Association, a Texas non-profit corporation, (hereinafter the "Association") is the governing entity for the Rayburn Country Subdivision located in Jasper County, Texas, along with any other property brought into the jurisdiction of the Association now or in the future (hereinafter the "Subdivision"); and

WHEREAS the Subdivision is subject to the Restrictive Covenants for Rayburn Country filed for record in the Official Public Records of Jasper County, Texas, including all additions, supplements, and annexations thereto (hereinafter the "Restrictions"); and

WHEREAS the Association and Subdivision are subject to the Bylaws for Rayburn Country Association filed for record in the Official Public Records of Jasper County, Texas, including all amendments thereto (hereinafter the "Bylaws"); and

WHEREAS Article V, Section 7 of the Bylaws authorizes the Association to establish and levy fines for violations of the Restrictions and rules and regulations and policies adopted by the Board of Directors; and

WHEREAS the Association, through its Board of Directors, deems it necessary and desirable to adopt a uniform schedule of fines and to standardize the policies and procedures related to imposing fines; and,

WHEREAS this Dedicatory Instrument represents Restrictive Covenants as those terms are defined by the Texas Property Code and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants.

NOW THEREFORE, the following Fine Policy and Schedule of Fines was crafted to provide a summary of the steps that the Association may take to enforce the restrictions, rules and regulations of the Association. The procedures and fines set forth in this policy are in addition to all other remedies available to the Association under the Restrictions, at law, or in equity.

FINE POLICY AND SCHEDULE OF FINES

Each Owner is and shall be responsible for ensuring that the Owner, Owner's family, tenant(s), occupants(s), guest(s), and/or invitee(s), comply with the Restrictions and all rules, regulations, guidelines, policies, and resolutions (collectively, the "Governing Documents") of the Association. In the event an Owner, or Owner's family member, tenant, occupant, guest, or invitee, violates any of the provisions of the Governing Documents, the Association may impose a fine as described below upon the Owner, and such fine shall be assessed against the Owner's Lot.

Step 1:

A first notice (the "First Notice") will be sent by the Association or its representative and will serve as a courtesy letter and notify the owner of the violation with no cost imposed upon the owner. If curable, the owner has a reasonable time frame from the date of issuance of the letter to cure the violation. All notices described in the Policy shall be sent to the owner at the owner's last known address, as shown on the records of the Association. The owner must deliver a written request to the Association's representative if the owner wants the Association to change the owner's address as shown on the Association's records.

Step 2:

If the violation is not cured pursuant to the First Notice or reoccurs, a second notice (the "Second Notice") will be sent by the Association or its representative and will notify the owner that a \$25.00 fine will be imposed if the violation is not timely cured or reoccurs. The Second Notice will be sent by verified mail and will notify the owner that the failure to effect compliance, including the repeat of the violation, will cause the imposition of a \$25.00 fine. The Second Notice will also notify the owner of his/her right to request a hearing on the matter before the Board of Directors within 30 days after receipt of this letter. If the Association has given the owner a Second Notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months, or if the Association files a suit seeking expedited relief in the form of a temporary restraining order or a temporary injunction, the Association shall not be required to send the owner a Second Notice.

Step 3:

A third notice (the "Third Notice") requesting compliance within (10) days and notice of the imposition of an additional fine in the amount of \$25.00 may be mailed to the owner if the violation is not corrected or reoccurs. A subsequent notice for the same violation shall be sent with the imposition of an additional fine in the amount of \$25.00 monthly until the violation is cured and ceases.

Step 4:

If the violation(s) have not been corrected or reoccur after the mailing of notices and levy of fines, the Board of Directors will determine whether legal action is to be taken, including, but not limited to utilizing attorney demand letters, seeking a permanent injunction against the owner of the lot not in compliance, or performing, in accordance with the rights afforded to the Association under the Governing Documents and Texas law, all activities necessary to repair, maintain, or restore a lot in violation and charging the owner of the lot all costs associated with the performance of such work. The Association intends to utilize the above outlined process in most violation matters. However, for those situations of urgency which pose a likelihood of immediate harm, economic or otherwise, the Association may choose to abate, shorten, or modify the above procedure for effecting compliance of a violation. Any fines, attorney's fees and costs incurred by the Association as a result of a violation will be charged to an owner's account and may be collected in the same manner as a delinquent maintenance assessment.

Payment of Fines:


The payment of a fine does not grant a variance for the violation, nor does it enable an owner to allow the violation to remain unabated. All violations must be corrected in a manner satisfactory to the Association. If there is a subsequent violation of the same rule or the violation remains uncured after notice, a \$25.00 fine may be levied with each subsequent violation or letter.

CERTIFICATION

I, the undersigned, being the duly elected and acting President of Rayburn Country Association, a non-profit corporation, hereby certifies as follow:

The Fine Policy and Schedule of Fines of Rayburn Country Association was properly adopted as of the 9th day of August 2021 at an open and noticed Board Meeting by a majority of the Directors, to be enforceable and recorded following the passing of the Amended and Restated By-Laws on September 25, 2021.

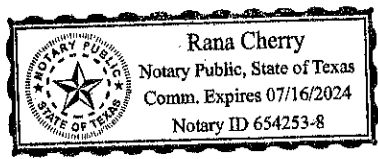
IN WITNESS WHEREOF, I have executed document to be effective upon the date of recording in the Official Public Records of Jasper County, Texas.

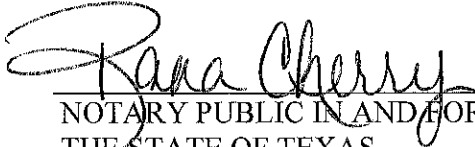


Amanda Haraldson, President
Rayburn Country Association

THE STATE OF TEXAS §
 §
COUNTY OF Jasper §

This instrument was acknowledged before me on the 25th day of October 2021 by Amanda Haraldson, President of Rayburn Country Association, a Texas non-profit corporation, on behalf of said corporation.





NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AFTER RECORDING RETURN TO:



6548 GREATWOOD PKWY.
SUGAR LAND, TX 77479

FILED AND RECORDED

Instrument Number: 304030 B: OPR V: 1248 P: 811

Filing and Recording Date: 10/25/2021 11:52:42 AM Pages: 5 Recording Fee: \$38.00

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

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