



RAYBURN COUNTRY ASSOCIATION
DOCUMENT RETENTION POLICY

STATE OF TEXAS §
 §
COUNTY OF JASPER §

WHEREAS, Rayburn Country Association (the "Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Deed Restrictions for the Rayburn Country Subdivision (hereafter collectively referred to as the "Deed Restrictions"); and

WHEREAS, Chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.005(m) ("Section 209.005") regarding retention of Association documents and records ("Documents"); and

WHEREAS, the Board of Directors of the Association (the "Board") desires to establish a policy for document retention consistent with Section 209.005 and to provide clear and definitive guidance to owners.

NOW, THEREFORE, the Board has duly adopted the following *Document Retention Policy*.

1. Association Documents may be maintained in paper format or in an electronic format that can be readily transferred to paper.
2. Association Documents shall be retained for the durations listed below:
 - a. certificate of formation or articles of incorporation, bylaws, restrictive covenants, other dedicatory instruments and any amendments to same shall be retained permanently; and
 - b. financial books and records, including annual budgets, reserve studies, tax returns, monthly financial statements and bank statements, shall be retained for seven (7) years (for example the July 2019 financial statements shall be retained until July 31, 2026); and
 - c. account records of current owners shall be retained for five (5) years (for example, invoice, payment and adjustment records on an owner's account with a transaction date of 08/15/2019 will be retained until 08/15/2024 subject to section (d) below); and
 - d. account records of former owners shall be retained as a courtesy to that former owner for one (1) year after they no longer have an ownership interest in the property; and
 - e. contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term (for example, a contract expiring on 06/30/2019 and not extended by amendment must be retained until 06/30/2023); and
 - f. minutes of meetings of the owners and the Board shall be retained for seven (7) years after the date of the meeting (for example, minutes from a 07/20/2019 board meeting must be retained until 07/20/2026); and
 - g. decisions of the Architectural Control Committee or Board regarding applications, variances, waivers or related matters associated with individual

properties shall be retained for seven (7) years from the decision date (for example, an application for a swimming pool approved on 10/31/2019 must be retained until 10/31/2026).

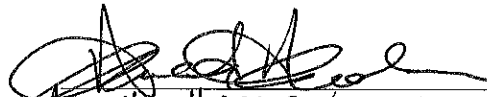
3. Any Documents not described above may be retained for the duration deemed to be useful to the purpose of the Association, in the discretion of the Board, its attorney or its managing agent.
4. Upon expiration of the retention period listed above, the Documents shall no longer be considered Association records and may be destroyed, discarded, deleted, purged or otherwise eliminated.

This Policy is effective upon recordation in the Public Records of Jasper County and supersedes any policy regarding document retention that may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Deed Restrictions or any other dedicatory instruments of the Association shall remain in full force and effect.

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.

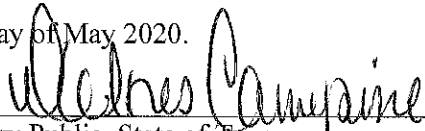
Approved and adopted by the Board of Directors on the 27th day of April 2020.


Amanda Harralson, President of 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.

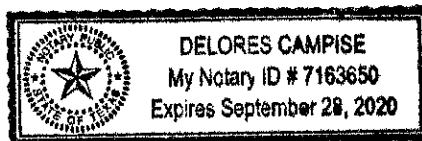
Given under my hand and seal of office this 2nd day of May 2020.


Notary Public, State of Texas

RECORDED BY:

BSG | SEARS
BENNETT
& GERDES, LLP

6548 GREATWOOD PK WY.
SUGAR LAND, TX 77479



FILED AND RECORDED

Instrument Number: 294303 B: OPR V: 1193 P: 198

Filing and Recording Date: 05/15/2020 12:45:50 PM Pages: 3 Recording Fee: \$30.00

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.

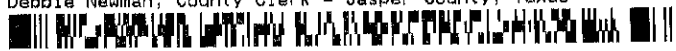


Debbie Newman

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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RAYBURN COUNTRY ASSOCIATION
LARGE CONTRACT BID SOLICITATION POLICY

STATE OF TEXAS §
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COUNTY OF JASPER §

WHEREAS, Rayburn Country Association a Texas nonprofit corporation (the "Association") is the governing entity for Rayburn Country, a Subdivision in Jasper County, Texas (the "Subdivision"); and

WHEREAS, the Association is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Restrictions for the Subdivision; and

WHEREAS, all terms used herein that are defined in Chapter 209 of the Texas Property Code shall have the meanings as defined in the statute; and

WHEREAS, Section 209.0052 of the Texas Property Code was amended to require property owners association to establish a bid process for any proposed contract for services that will cost more than the \$50,000.00; and

WHEREAS, to the extent any existing governing documents or dedicatory instruments do not conflict with this policy or Section 209.0052 of the Texas Property Code, such provisions remain in full force and effect; and

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

WHEREAS, this Large Contract Bid Solicitation Policy is applicable to the Subdivision and Association.

NOW, THEREFORE, in light of the foregoing and in compliance with the Texas Property Code, the Association hereby adopts and imposes on the Subdivision and the Association the following *Large Contract Bid Solicitation Policy*:

1. The following criteria apply to determine whether a service contract will cost more than \$50,000.00:
 - a) The bid process is applicable to service contracts which upon the execution of the agreement obligates the Association to pay more than \$50,000.00 during the term of the contract.
 - b) The ability of the Association to terminate a service contract without cause prior to incurring costs in excess of \$50,000.00 does not relieve the Association of the obligation to follow the process in this policy if the stated

term and total cost of the contract during the initial term is in excess of \$50,000.00.


- c) Contingent amounts under the service contract are not included in determining the amount the contract will cost. Costs which are unfixed, but certain, shall be estimated to the best of the Association's ability.
 - d) Amounts which may be incurred in the future, such as upon renewal of the service contract, will not be included in determining the amount the contract will cost.
2. A proposed service contract that will cost more than \$50,000.00 shall be approved using the following process:
- a) The Association shall make diligent efforts to obtain a minimum of three (3) bids or proposals from contractors or vendors for the service(s) desired;
 - b) Contractors or vendors providing bids or proposals must be insured against liability, have experience providing the service(s), and have the proper licensing and qualifications as required by law;
 - c) If diligent efforts are made to obtain the minimum number of bids or proposals and the Association is unable to obtain said bids or proposals from contractors or vendors, the Board may consider the bids or proposals obtained and approve the contract;
 - d) On a case-by-case basis, the Association may determine the specific process it will use to seek bids or proposals from contractors or vendors. If there are not three (3) qualified contractors or vendors in the market area for a particular service, the Association may limit the solicitation process to only contractors or vendors that are qualified;
 - e) In the event of an emergency, the Association may secure a contractor or vendor to resolve the emergency without abiding by this policy;
 - f) The Board of Directors is not obligated to approve the contract with the lowest bid. The Board of Directors must consider all relevant factors, including, but not limited to, the contractor or vender, references, warranty, and terms of the bid or proposal.

This Policy is effective upon recordation in the Public Records of Jasper County, Texas. Except as affected by Section 209.0052 and/or by this Policy, all other provisions contained in the Restrictions or any other dedicatory instruments of the Association shall remain in full force and effect.

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 at a properly noticed, open Board meeting, at which a quorum of the Board was present.

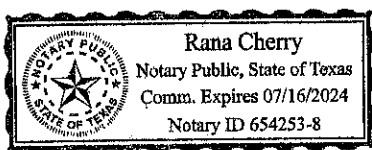
Approved and adopted by the Board of Directors on the 23rd day of August 2021.



Amanda Haralson, President of Rayburn
Country Association

STATE OF TEXAS §
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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 he/she 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

AFTER RECORDING, RETURN TO:

ESG | SEARS
BENNETT
& GERDES, LLP

6548 GREATWOOD PKWY.
SUGAR LAND, TEXAS 77479

FILED AND RECORDED

Instrument Number: 304363 B: OPR V: 1250 P: 696

Filing and Recording Date: 11/12/2021 11:53:37 AM Pages: 4 Recording Fee: \$34.00

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

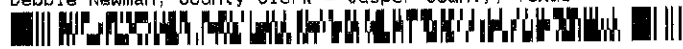
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RAYBURN COUNTRY ASSOCIATION

Resolution Adopting Lot Consolidation Policy

304148 B: OPR V: 1249 P: 516 MISC
10/29/2021 01:31 PM Total Pages: 7 Fee: 46.00
Debbie Newman, County Clerk - Jasper County, Texas



STATE OF TEXAS

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COUNTY OF JASPER

The undersigned, being a duly authorized representative of Rayburn Country Association (the "Association"), a Texas Non-Profit Corporation, pursuant to Chapter 22 of the Texas Business Organizations Code, adopt the following resolution at a duly called board meeting:

WHEREAS, the Association is responsible for the governance of the Rayburn Country Subdivision as described in the Restrictions for Rayburn County, as filed in the Official Public Records of Jasper County, Texas, including all amendments and supplements thereto (collectively the "Restrictions"); and

WHEREAS, the Association exists pursuant to state law and its Governing Documents including, but not limited to, the Restrictions, By-Laws, Articles of Incorporation, Guidelines, Policies, Rules, and Resolutions; and

WHEREAS, the provisions of the Governing Documents run with each Lot and are binding on all parties having or acquiring any right, title or interest in any Lot; and

WHEREAS, the Association is entrusted with enforcement of the Governing Documents; and

WHEREAS, Section 22.202(b) of the Texas Business Organization Code provides that "[a] corporation is considered to have vested the management of the corporation's affairs in the Board of Directors of the corporation in the absence of a provision to the contrary in the certificate of formation"; and

WHEREAS, Section 3. Specific Land Use, subsection (b), of the Restrictions provides: "(b) No lot in said Subdivision shall be subdivided into smaller lots or parcels of land to obtain additional building sites. Only one residence shall be constructed on each lot. However, this shall not prohibit the construction of one residence on two or more lots as shown on said map or plat, provided approval of the Environmental Control Committee be obtained, but all charges and liens shall remain applicable to the property as separate lots;" and

WHEREAS, Article III, Membership of Corporation, Section II, of the By-Laws in effect prior to October 2021 provided, in part: "[w]here two lots are contiguous and a residence is built on the two and considered one for purposes of assessing dues, the owner shall own one share in the Corporation and the restriction of voting the contiguous lots as a combined maximum total vote of one vote in any meeting of the Rayburn Country Association property owners membership to become effective January 1, 1997"; and

WHEREAS, Article III, Membership of Corporation, Section 3, Contiguous Lots. Sections 31-36, of the By-Laws in effect prior to October 2021 provided: "[n]otwithstanding any By-Law provision herein to the contrary, and subject to the fulfillment of all requirements and regulations, now existing or promulgated in the future by Angelina Neches River Authority "ANDRA" and

Rayburn Country Municipal Utility District "RCMUD," upon written application by the lot owner to the Rayburn Country Association Board of Directors "RCA Board" and written acceptance by the RCA Board, any lot owner of one or more lots in Sections 31, 32, 33, 34, 35 and 36 "Sections 31-36" of Rayburn Country may (1) combine up to a maximum of four (4) contiguous lots in Sections 31-36 for use as a single family residential building site, (2) be assessed Rayburn Country Association property owners dues "RCA POA dues" on the basis of one lot out of the combined lots which comprise the one single family residential building site, provided the lot owner shall be restricted to voting the contiguous lots as a combined maximum total vote of one vote in any meeting of the Rayburn Country Association property owners membership, and (3) install a private water well and/or private septic system on the combined contiguous lots in Sections 31-36 provided all regulatory permits are properly obtained from all-governing regulatory authorities and after submission to the RCA Board for acceptance. The RCA Board may promulgate such additional regulations and requirements to be met by a lot owner for such acceptance by the RCA Board as required above, as the RCA Board determines to be necessary, or proper, in its sole discretion. Additionally, a lot owner shall continually and timely pay RCA POA dues on each lot the owner seeks to vote as an owner at any membership meeting of RCA;" and

WHEREAS, there is a conflict between the content of the Restrictions and the By-Laws regarding permissible Lot consolidation recognized by the Association for the purpose of consolidating two (2) or more Lots into one (1) Lot for the purpose of voting and levying of assessments; and

WHEREAS, the current Board of Directors inherited the inconsistencies in the Governing Documents, as well as prior agreements between the Association and Owners pertaining to Lot consolidation which may, or may not, be valid; and

WHEREAS, at the 2021 annual meeting of the Members, the Members voted to approve and passed Amended and Restated By-Laws which include the following provision in Article III, Membership of the Corporation, Section 3. Lot Consolidation (which provision replaced the : "The RCA Board may promulgate lot consolidation regulations and requirements to be met by a Lot owner seeking to consolidate one (1) or more Lots, as the RCA Board determines to be necessary, or proper, in its sole discretion"; and

WHEREAS, it is the intent of the Board of Directors to address Lot consolidation and to provide owners who desire to consolidate their Lots or who, previously, attempted to do so through management, with guidelines regarding the process through which Lot consolidation will be permissible and recognized by the Association; and

WHEREAS, it is the desire of the Board of Directors to address Lot consolidation having taken into consideration the content of the Restrictions, By-Laws, historical practices of the Association, and authority of the Board to govern the Association and community pursuant to the Governing Documents and Texas Business Organizations Code; and

WHEREAS, in accordance with the Restrictions, By-Laws, Texas Business Organization Code, and Texas Property Code, and for the benefit of the Association, the Owners, and the residents, the Board deems it necessary to adopt this Resolution Adopting Lot Consolidation Policy.

NOW, THEREFORE, BE IT RESOLVED, that upon careful consideration and deliberation, with all motions being correctly proposed and seconded, the Board of Directors upon a majority or unanimous vote hereby approves and adopts the following Lot Consolidation Policy:

**LOT CONSOLIDATION POLICY
FOR THE
RAYBURN COUNTRY SUBDIVISION**

An Owner may request consolidation of two (2) or more Lots, at least one (1) of which must contain a residence, in accordance with this Policy. An Owner shall not be entitled to the treatment of his/her Lots as consolidated unless the terms of this Policy are met, the Owner has received and signed an Approval Letter, and the Board of Directors has issued written approval for the Lot consolidation. Absent approved Lot consolidation, an Owner must pay assessments for each Lot owned in the Rayburn Country Subdivision.

Definitions:

“Residence Lot” means a Lot upon which a residence is built.

“Lot” or “Lots” means the Lot or Lots as they are platted in the last plat or replat for each section as recorded in the plat/map records of Jasper County, Texas.

“Orphan Lot” means a Lot that is unbuildable without another Lot, and which has no available adjacent Lots with which it may be combined.

Consolidation of two (2) to four (4) Lots may be permitted in the following circumstances, subject to the sole and absolute discretion of the Board:

1. The following is applicable to Lots in Sections 31-36 in which Rayburn MUD services are not available and the Coves, Section 38:
 - An Owner acquires or acquired two (2) or more Lots to obtain the square footage needed to install a septic or well system and one (1) of the Lots is a Residence Lot. Consolidation of additional Lots is limited to the Lots necessary to install a septic or well system and will not include additional Lots acquired by the Owner; or
 - An Owner with a Residence Lot has placed or constructed a septic field or garage on a Lot contiguous with or across the street from the Residence Lot to serve the residence, and the additional Lot(s) will not have a residence built upon it.
2. The terrain, 179 line, and/or drainage issues create a situation in which a residence that meets the minimum square footage requirements and garage requirements for the section (if any) could not be built on individual Lots.
3. An Orphan Lot will be consolidated with two (2) or more Lots, one (1) of which must be a Residence Lot.
4. Consolidation of Lots in all sections:
 - A completed residence which may include an attached garage, is located on or across two (2) or more Lots.
 - An Owner builds a garage on the Lot contiguous to their Residence Lot, or across the street from their Residence Lot.

- At least one (1) Lot is a Residence Lot, there is only one residence on the Lots to be combined, and no additional residences will be constructed on the combined Lots.
5. Additional Criteria
- No more than four (4) Lots as originally platted by the developer may be consolidated except in Section 21.
 - No more than two (2) Lots in excess of 1/2 acre each may be consolidated in Sections E2, E3, E4, and E5.

Application for Lot Consolidation – these steps must be followed to obtain the Association’s approval to consolidate:

1. The same Owner(s) must have title to all Lots to be combined. Lots owned by different Owners may not be combined.
2. The Owner must be current on payment of all fees owed to the Association.
3. The improvements on the Lot(s) or plans for improvements must be approved by the ECC or must have been in place for at least five (5) years.
4. A Lot Consolidation Application must be submitted to the Board of Directors with a payment of the \$75.00 application fee which covers the Association’s cost of processing the application.
5. The Owner must provide a survey or other scale drawing showing the Lot combination and location of improvements. For example, the Owner should provide a re-plat of his/her Lots showing the combination into a single Lot unless the application meets the criteria for “Prior Written Agreements” below AND the Owner is opting not to file a replat notice with the Jasper County Clerk.
6. Where the Rayburn Country Municipal Utility District (MUD) has easements, the Application must include an “Abandonment of Easement” letter from the MUD.
7. The Board of Directors shall have forty-five (45) days to consider a Lot Consolidation Application for approval or denial. The Board of Directors may request additional information from the Owner deemed necessary to evaluate the Application.

If a Lot Consolidation Application is approved:

1. The Association will issue an Approval Letter to the Owner. The Approval Letter must be signed by each Owner as a condition of approval. A copy of the Letter will be saved in the file for the Lot.
2. The Owner will file the appropriate Notice with the Jasper County Clerk including a certified survey showing the consolidated Lots as one (1) Lot.
3. Upon providing a copy of the filed Notice and signed Approval Letter, the Management Company will consolidate the records of the Lots that were combined into the one remaining Lot number with a notation and copies of all relevant paperwork into the file of the remaining Lot. This consolidation will include any balances owing on Lots that are combined.
4. For Lot Consolidations which are approved and for which Notices are filed AND provided to the Management Company by May 1st of each year, the Owner will pay assessments for one (1) Lot in the *following* fiscal year. Prorata refunds will not be given for the current year.
5. For Lot Consolidations which are approved and for which Notices are filed AND provided to the Management Company, the Owner will be entitled to one (1) vote in the affairs of the Association at subsequent meetings of the membership.
6. In the event that a residence is built during the application process (to create a Residence Lot), or other improvements are planned to meet any other requirements of this policy, a

change in assessments and voting rights will only occur once the residence and/or other improvements needed for compliance are completed.

- 7. Consolidated Lots may not be subdivided under any circumstances.

Additional Criteria:

- 1. The Board of Directors may deny or limit Lot consolidation if the requested consolidation creates an Orphan Lot.
- 2. The Board of Directors may deny or limit Lot consolidation if a building permit was not obtained for one or more structures on the Lots under consideration.
- 3. The Board of Directors may deny or limit Lot consolidation of undeveloped Lots.

Lot Subdivision: A Lot may be subdivided into two (2) Lots if the subdivided Lots are both combined with other adjacent Lots. The prior approval of the Board of Directors is required to subdivide.

Prior Written Agreements Regarding Consolidation: The Board of Directors will Honor "Lot Combinations" pre-dating this Policy which fit within the Guidelines of this policy and are evidenced by, but not limited to, a signed agreement and/or history of prior assessments levied for and voting rights associated with one (1) Lot, for up to, but not to exceed, four (4) Lots. At least one (1) Lot must be a Residence Lot. Filing of Notice with Jasper County will not be necessary. An Agreement will be honored until the subject Lots are sold or ownership changes provided that the Owner submit a Lot Consolidation Application as indicated above, pay the application fee, and agree in writing that the consolidated lot is only entitled to one (1) vote in the affairs of the organization.

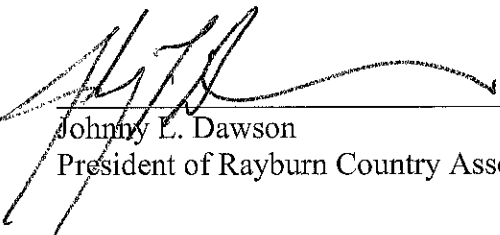
The Board of Directors may consider a Lot Consolidation Application which does not meet the stated criteria in this Policy, or which includes more than four (4) Lots for approval, in the Board's sole and absolute discretion.

This Policy is effective upon recordation in the Public Records of Jasper County.

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 25th day of October 2021.



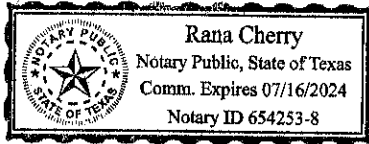
Johnny L. Dawson
President of Rayburn Country Association

STATE OF TEXAS §
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COUNTY OF JASPER §

Before me, the undersigned authority, on this day personally appeared Johnny L. Dawson, 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 29th day of October 2021.



Rana Cherry
Notary Public, State of Texas

FILED AND RECORDED

Instrument Number: 304148 B: OPR V: 1249 P: 516

Filing and Recording Date: 10/29/2021 01:31:47 PM Pages: 7 Recording Fee: \$46.00

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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RAYBURN COUNTRY ASSOCIATION
RECORDS PRODUCTION AND COPYING POLICY

STATE OF TEXAS §
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COUNTY OF JASPER §

WHEREAS, Rayburn Country Association (the "Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Deed Restrictions for the Rayburn Country Subdivision (hereafter collectively referred to as the "Deed Restrictions"); and

WHEREAS, Chapter 209 of the Texas Property Code was amended effective January 1, 2012, to amend Section 209.005 ("Section 209.005") thereto regarding owner access to Association documents and records ("Records"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for records production consistent with Section 209.005 and to provide clear and definitive guidance to property owners.

NOW, THEREFORE, the Board has duly adopted the following *Records Production and Copying Policy*.

1. Association Records shall be reasonably available to every owner. An owner may also provide access to Records to any other person (such as an attorney, CPA or agent) they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the owner, the owner must include a copy of his/her photo ID or have the proxy notarized.
2. An owner, or their proxy as described in Section 1, must submit a written request for access to or copies of Records. The letter must:
 - a. be sent by certified mail to the Association's address as reflected in its most recent Management Certificate filed in the County public records; and
 - b. contain sufficient detail to identify the specific Records being requested; and
 - c. indicate whether the owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If forwarded, the letter must indicate the format, delivery method and address:
 - (1) format: electronic files, compact disk or paper copies
 - (2) delivery method: email, certified mail or pick-up
3. Within ten (10) business days of receipt of the request specified in Section 2 above, the Association shall provide:
 - a. the requested Records, if copies were requested and any required advance payment had been made; or
 - b. a written notice that the Records are available and offer dates and times when the Records may be inspected by the owner or their proxy during normal business hours at the office of the Association; or
 - c. a written notice that the requested Records are available for delivery once a payment of the cost to produce the records is made and stating the cost thereof; or

- d. a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method and the delivery address; or
 - e. a written notice that the requested Records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of the notice and payment of the cost to produce the records is made and stating the cost thereof.
4. The following Association Records are not available for inspection by owners or their proxies:
- a. the financial records associated with an individual owner; and
 - b. deed restriction violation details for an individual owner; and
 - c. personal information, including contact information other than an address for an individual owner; and
 - d. attorney files and records in the possession of the attorney; and
 - e. attorney-client privileged information in the possession of the Association.

The information in a, b and c above will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection.

5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the owner or their proxy will be given access to equipment to view the electronic records. Association shall not be required to transfer such electronic records to paper format unless the owner or their proxy agrees to pay the cost of producing such copies.
6. If an owner or their proxy inspecting Records requests copies of certain Records during the inspection, Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.
7. The owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead and third-party fees (such as archive document retrieval fees from off-site storage locations) as listed below:
- a. black and white 8½"x11" single sided copies ... \$0.10 each
 - b. black and white 8½"x11" double sided copies ... \$0.20 each
 - c. color 8½"x11" single sided copies ... \$0.50 each
 - d. color 8½"x11" double sided copies ... \$1.00 each
 - e. PDF images of documents ... \$0.10 per page
 - f. compact disk ... \$1.00 each
 - g. labor and overhead ... \$18.00 per hour
 - h. mailing supplies ... \$1.00 per mailing
 - i. postage ... at cost
 - j. other supplies ... at cost
 - k. third party fees ... at cost

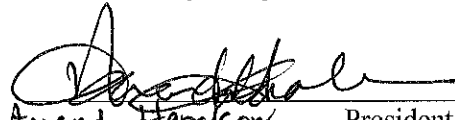
8. Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy.
9. On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the owner, the Association may agree to invoice the cost of the Records request to the owner's account. Owner agrees to pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner. Any unpaid balance will accrue interest as an assessment as allowed under the Deed Restrictions.
10. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under Section 2 and/or fees under Section 4.
11. All costs associated with fulfilling the request under this Policy will be paid by the Association's Managing Agent. All fees paid to the Association under this Policy will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.

This Policy is effective upon recordation in the Public Records of Jasper County and supersedes any policy regarding records production that may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Deed Restrictions or any other dedicatory instruments of the Association shall remain in full force and effect.

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.

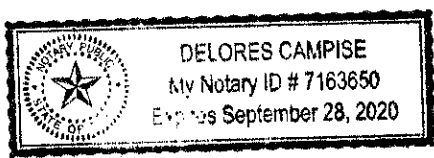


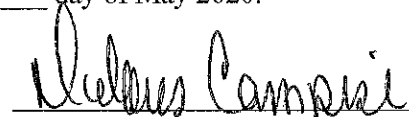
 Amanda Harrison, President of Rayburn
 Country Association

STATE OF TEXAS §
 §
 COUNTY OF JASPER §

Before me, the undersigned authority, on this day personally appeared Amanda Harrison, 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

FILED AND RECORDED

Instrument Number: 294301 B: OPR V: 1193 P: 187

Filing and Recording Date: 05/15/2020 12:45:50 PM 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

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.

NOTE: Do not remove. This page is part of the official public record.