



**NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
BRAZOS MOUNTAIN RANCH**

THE STATE OF TEXAS §
COUNTY OF PALO PINTO §

This NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR BRAZOS MOUNTAIN RANCH (this "Notice") is made this 21 day of December, 2020, by Brazos Mountain Ranch Grazing Association, a Texas nonprofit corporation (the "Association").

WITNESSETH:

WHEREAS, RECREATIONAL LAND SALES, LLC, a Texas limited liability company (the "Declarant"), prepared and recorded the "Declaration of Covenants, Conditions and Restrictions for Brazos Mountain Ranch," filed of record on December 4, 2020 in Document No. 2020-00006994 and the "Supplemental Declaration of Covenants, Conditions and Restrictions for Brazos Mountain Ranch - Phase 2" filed of record on December 18, 2020 in Document No. 2020-00007335 in the Official Public Records of Palo Pinto County, Texas (collectively, the "Declaration"); and

WHEREAS, the Association is the grazing association created by the Declarant to manage or regulate the planned development covered by the Declaration; and

WHEREAS, pursuant to Section 202.006 of the Texas Property Code, the Association must file dedicatory instruments governing the Association that have not been previously recorded in the Real Property Records of the county in which the planned development is located; and

WHEREAS, the Association desires to record the attached dedicatory instruments in the real property records of Palo Pinto County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

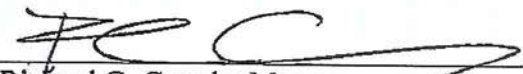
NOW THEREFORE, true and correct copies of the following dedicatory instruments are hereby filed of record in the Real Property Records of Palo Pinto County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code:

- Exhibit A* – Certificate of Formation
- Exhibit B* – Bylaws
- Exhibit C* – Records Production and Copying Policy
- Exhibit D* – Document Retention Policy
- Exhibit E* – Alternative Payment Plan Guidelines

IN WITNESS WHEREOF, the Declarant has caused this Notice to be executed as of the date first written above.

DECLARANT

Recreational Land Sales, LLC, a Texas limited liability company

By: 
Richard G. Grandy, Manager

STATE OF TEXAS :
COUNTY OF DALLAS :

BEFORE ME, the undersigned authority, on this day personally appeared Richard G. Grandy, Manager of Recreational Land Sales, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed, and in the capacities stated.

SUBSCRIBED AND SWORN TO BEFORE ME, this 24 day of December, 2020.



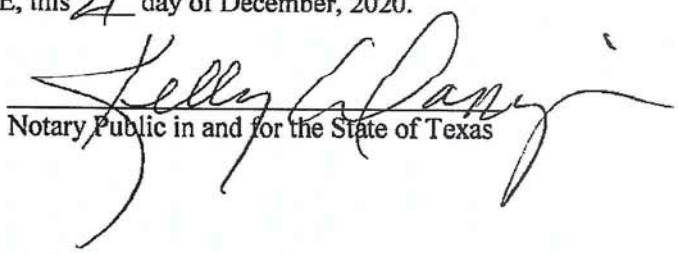

Notary Public in and for the State of Texas

EXHIBIT A
Certificate of Formation

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Ruth R. Hughs
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING OF

Brazos Mountain Ranch Grazing Association
File Number: 803852525

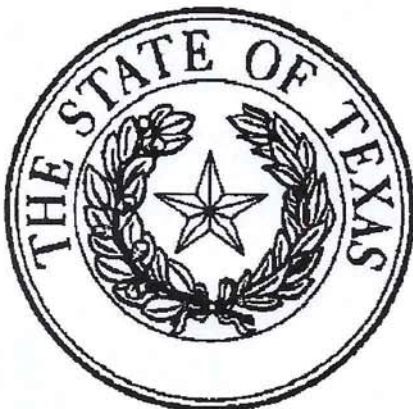
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 12/07/2020

Effective: 12/07/2020



A handwritten signature in black ink, appearing to read "Ruth R. Hughs".

Ruth R. Hughs
Secretary of State

EXHIBIT B
Bylaws

**BYLAWS
OF
BRAZOS MOUNTAIN RANCH GRAZING ASSOCIATION**

**ARTICLE I
OFFICES**

1.01 **Principal Office.** The principal office of BRAZOS MOUNTAIN RANCH GRAZING ASSOCIATION, established by the certificate of formation filed with the Secretary of State of Texas on December 7, 2020 under file number 803852525 (herein called the "Grazing Association") shall be located at 10670 N. Central Expressway, Suite 210, Dallas, Texas 75231. The Grazing Association may have other offices, either in or outside the State of Texas, as the Board of Directors may determine or as the affairs of the Grazing Association may require from time to time.

1.02 **Registered Office and Registered Agent.** The Grazing Association shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office of the Grazing Association in the State of Texas, and the address of the registered office may be changed from time to time by the Board of Directors.

**ARTICLE II
MEMBERS**

2.01 **Membership.** Membership in this Grazing Association shall be as follows: All Owners of a Ranch or Ranches in the Property (as those terms are defined in the Declaration of Covenants, Conditions and Restrictions for Brazos Mountain Ranch Subdivision filed in Document No. 2020-00006994 in the Official Public Records of Palo Pinto County, Texas, and hereinafter referred to as the "Declaration"), shall automatically become members of the Grazing Association ("Members") upon becoming Owners and shall continue to be Members as long as they are Owners. The Declarant (as defined in the Declaration), is also a Member. The Declarant shall continue to be a Member as long as the Declarant is an Owner of any portion of the Property.

2.02. **Liability for Assessments.** Members shall be liable to the Grazing Association for Assessments as are provided for in the Declaration. The Board shall be authorized to take such actions on behalf of the Grazing Association, including filing suit, to collect any past due Assessments.

**ARTICLE III
MEETINGS OF MEMBERS**

3.01. **Annual Meeting.** An annual meeting of the Members shall be held at a time and place designated by the Board of Directors with no less than ten (10) days-notice. The annual meeting

may be held via teleconference or any other electronic method as designated by the Board of Directors.

3.02 **Special Meetings.** Special meetings of the membership of this Grazing Association shall be called upon written request signed by Members owning at least ten percent (10%) of the voting rights in the Grazing Association. Special meetings may be held via teleconference or via any other electronic method as designated by the Board of Directors.

3.03 **Notices of Meetings.** Except as otherwise provided in these Bylaws, written or printed notice stating the place, day and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President, or the Board of Directors. In case of a special meeting or when required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed the notice of the meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Corporation, with postage thereon prepaid.

3.04 **Actions Without Meeting.** Any action required by law to be taken at a meeting of the Members or any action which may be taken at a meeting of the Members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

3.05. **Quorum.** The Members holding ten percent (10%) of the votes which may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of Members, a majority of the Members present may adjourn the meeting from time to time without further notice.

3.06 **Proxies.** At any meeting of Members, a Member entitled to vote may vote by electronic ballot or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution.

3.07 **Voting.** Subject to Section 3.01(c) of the Declaration, on any issue to be decided by vote of the Members, the number of votes entitled to be cast shall be based upon the number of Ranches in the Brazos Mountain Ranch Subdivision and the Owners of each Ranch are entitled to one vote per Ranch owned. In those instances where a Lot is owned by more than one party, the multiple Owners of such Lot shall designate a representative to vote on their behalf on all matters that come before the Members for vote. For example, if a Member owns three (3) lots, such Member would be entitled to cast three (3) votes, unless the Member has made the election described in Section 3.01 of the Declaration.

Cumulative voting shall not be allowed.

ARTICLE IV BOARD OF DIRECTORS

4.01 **Composition and Authority of Board.** The affairs of the Grazing Association shall be managed by the Board of Directors. The Board of Directors shall consist of three (3) persons.

4.02 **Terms of Office.** Each Director shall be elected for a term of one (1) year or until his successor is duly chosen. If a Director dies, resigns or becomes disabled, his successor shall be selected by the remaining Directors and shall serve for the unexpired term of the Director he replaces. If a Director is removed, his successor shall be elected by the Members in accordance with Section 4.03 of these Bylaws.

4.03 **Election Procedure.** During the Development Period as defined in the Declaration, and subject to the restrictions on the powers of a Declarant under the Texas Property Code, Directors shall be appointed by Declarant, and during the Development Period Declarant may remove and replace any or all Directors which have not been elected by the Members at Declarant's sole discretion. After the Development Period, or upon the time Directors shall be elected at the annual meeting of the Members of the Grazing Association, voting shall be as provided in Article 3.07 above. Cumulative voting shall not be permitted. Each Director shall hold office until a successor is elected and qualified. A Director may be elected to succeed himself or herself as Director.

4.04 **Meetings of the Board of Directors.** Regular meetings of the Board of Directors shall be held at such times and places as the Board shall determine, provided that physical meetings shall be held in Palo Pinto County or in a contiguous county. Meetings of the Board of Directors may be held via teleconference, or via any other electronic method as determined by the Board of Directors, in lieu of physical meetings. Members shall be given advance notice of meetings and the opportunity to observe meetings in accordance with Texas law.

4.05 **Special Meetings of the Board of Directors.** Special meetings of the Board of Directors of the Grazing Association shall be called by a majority of the Board of Directors. Special meetings shall not convene prior to seventy-two (72) hours after the Secretary has given notice of such special meetings.

4.06 **Quorum.** Two (2) Directors shall constitute a quorum of the Board of Directors.

4.07 **Duties of Directors.** It shall be the duty of the Board of Directors to conduct all affairs of the Grazing Association; to control and supervise the handling of all funds and property; to cause a complete record to be kept of all meetings and acts; to carry out the purposes for which the Grazing Association was formed and to make Assessments as provided in the Declaration.

ARTICLE V OFFICERS

5.01 **Officers.** The officers of the Grazing Association shall be a President, a Secretary, and a

Treasurer, and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more Vice Presidents, one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any person may hold more than one office at a given time. An officer may succeed himself in the same office.

5.02. **Election of Officers.** The officers of the Grazing Association shall serve at the pleasure of the Board of Directors.

5.03 **President.** The President shall be the principal executive officer of the Grazing Association and shall in general supervise and control all of the business and affairs of the Grazing Association. He shall preside at all meetings of the Members and of the Board of Directors, and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

5.04 **Vice Presidents.** The Vice President, if one is appointed, shall serve as President in the President's absence and shall perform all functions of the President at such times as the President is unavailable to act. The Vice President shall perform such other duties as shall be delegated to him by the President or the Board of Directors.

5.05 **Treasurer.** The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Grazing Association; receive and give receipts for moneys due and payable to the Grazing Association from any source whatsoever, and deposit all such moneys in the name of the Grazing Association in such banks, trust companies, or other depositories as shall be selected by the Board of Directors, and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

5.06. **Secretary.** The Secretary shall keep the minutes of the meetings of the Members and of the Board of Directors in one or more books provided for that purpose; give all notices in accordance with the provisions of these Bylaws, or as required by law; be custodian of the corporate records; keep a register of the post-office address of each Member which shall be furnished to the Secretary by each Member; and, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

5.07 **Assistant Treasurer and Assistant Secretary.** Any Assistant Treasurer and any Assistant Secretary in general shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or the Board of Directors.

ARTICLE VI CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

6.01 **Authority of Officers.** The Board of Directors may authorize any officer or officers, agent or agents of the Grazing Association, in addition to the officers so authorized by these

Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Grazing Association. Such authority may be general or confined to specific instances.

6.02 **Negotiable Instruments.** All checks, drafts, or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Grazing Association shall be signed by such officer or officers, agent or agents of the Grazing Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Grazing Association.

6.03 **Depositories.** All funds of the Grazing Association shall be deposited from time to time to the credit of the Grazing Association in such banks, trust companies, or other depositories as the Board of Directors may select.

6.04 **Contributions, Gifts, Bequests and Devises.** The Board of Directors may accept on behalf of the Grazing Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Grazing Association.

ARTICLE VII CERTIFICATE OF MEMBERSHIP

7.01 **Certificates.** The Board of Directors may provide for the issuance of certificates evidencing membership in the Grazing Association, which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary. All certificates evidencing membership of any class shall be consecutively numbered. The name and address of each Member and the date of issuance of the certificate shall be entered on the records of the Grazing Association. If any certificate shall become lost, mutilated, or destroyed, a new certificate may be issued therefore on such terms and conditions as the Board of Directors may determine.

ARTICLE VIII BOOKS AND RECORDS

8.01 **Books and Records.** The Grazing Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the Members entitled to vote. All books and records of the Grazing Association may be inspected by any Member or his agent or attorney for any proper purpose at any reasonable time.

ARTICLE IX FISCAL YEAR

9.01 **Fiscal Year.** The fiscal year of the Grazing Association shall begin on the first day of

January and end on the last day in December in each year.

**ARTICLE X
AMENDMENTS**

10.01 **Procedure.** These Bylaws may be amended by the affirmative vote of Members entitled to cast at least sixty-seven percent (67%) of the votes. Any vote to amend these Bylaws must be taken at a general or special meeting of the Members after distributing to the membership at least twenty-one (21) days before such meeting a notice of the proposed amendments.

**ARTICLE XI
WAIVER OF NOTICE**

11.01 **Effect of Waiver.** Whenever any notice is required to be given under the provisions of the Texas Non-Profit Corporation Act or under the provisions of the Articles of Incorporation or the Bylaws of the Grazing Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ADOPTED this 21 day of December, 2020.

Sara Scarborough
Sara Scarborough, Secretary

STATE OF TEXAS :
COUNTY OF DALLAS :

BEFORE ME, the undersigned authority, on this day personally appeared Sara Scarborough, Secretary of Brazos Mountain Ranch Grazing Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes therein expressed, and in the capacities stated.

SUBSCRIBED AND SWORN TO BEFORE ME, this 21 day of December, 2020.



Kelly A Danzi
Notary Public - State of Texas

APPROVED:

Richard G. Grandy
Richard G. Grandy, President of
Brazos Mountain Ranch Grazing Association

EXHIBIT C
Records Production and Copying Policy

**Brazos Mountain Ranch Grazing Association
RECORDS PRODUCTION AND COPYING POLICY**

In accordance with Texas Property Code Section 209.005(i), the Brazos Mountain Ranch Grazing Association (the "Association") hereby adopts the following records production and copying policy which prescribes the costs the association will charge for the compilation, production, and reproduction of information requested under Section 209.005.

An owner of property in the Association requesting Association records as permitted in Texas Property Code Section 209.005 shall pay for the costs related to the compilation, production, or reproduction of information requested. When a request for information is made in conformance with the requirements of Section 209.005, the Association shall determine a good faith estimate of the actual costs for production, and shall require advance payment of the estimated costs of compilation, production, and reproduction of the requested information in the amounts prescribed by this policy. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30th business day after the date the invoice is sent to the owner.

The applicable charges for standard paper copies and for labor are as follows:

Charge for standard paper copy (each side of a sheet that has recorded information is considered a separate page) \$0.25 per page

Charge for labor to process a request for information (includes the actual time to locate, compile, manipulate data, and reproduce the requested information) \$15.00 per hour

All other costs will be billed at actual amounts incurred.

Executed to be effective for all purposes as of the 21 day of December, 2020.

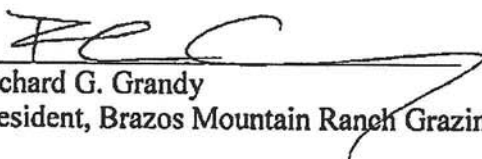

Richard G. Grandy
President, Brazos Mountain Ranch Grazing Association

EXHIBIT D
Document Retention Policy

**Brazos Mountain Ranch Grazing Association
DOCUMENT RETENTION POLICY**

In accordance with Texas Property Code Section 209.005(m), the Brazos Mountain Ranch Grazing Association (the "Association") hereby adopts the following document retention policy:

It is the adopted policy of Brazos Mountain Ranch Grazing Association to retain documents as follows:

- (1) certificate of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently;
- (2) financial books and records shall be retained for seven years;
- (3) account records of current owners shall be retained for five years;
- (4) contracts with a term of one year or more shall be retained for four years after the expiration of the contract term;
- (5) minutes of meetings of the owners and the board shall be retained for seven years; and
- (6) tax returns and audit records shall be retained for seven years.

Executed to be effective for all purposes as of the 21 day of December, 2020.


Richard G. Grandy
President, Brazos Mountain Ranch Grazing Association

EXHIBIT E
Alternative Payment Plan Guidelines

**Brazos Mountain Ranch Grazing Association
ALTERNATIVE PAYMENT GUIDELINES**

In accordance with Texas Property Code Section 209.0062, the Brazos Mountain Ranch Grazing Association (the "Association") hereby adopts the following guidelines to establish an alternative payments schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties (not including reasonable costs associated with administering the payment plan or interest).

Assessments are delinquent if not paid within 30 days of notice. After 30 days, members will receive notification that their assessment is delinquent and that a lien will be filed if they do not make payment arrangements with the directors within 30 days, sent certified mail - return receipt requested.

If the member seeks a payment agreement, the directors will allow them to make payments, without interest, over 90 days, provided that the owner has not failed to honor the terms of a previous payment plan during the prior two years. An administration fee of \$10 per month will be assessed. The full amount must be paid within 90 days of the agreement. If the member does not seek a payment agreement, or does not make full payment within 90 days, a lien shall be filed of record, securing rights to amounts due, interest, and collection costs. In accordance with the Declaration, interest shall be charged at the 15% per annum. The directors will also evaluate initiating legal action against the individual member for the delinquency.

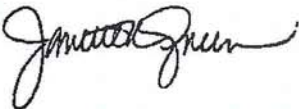
Foreclosure proceedings shall be initiated 90 days after a lien is filed, absent a finding by the directors that extraordinary circumstances are present, and that the best interests of the Association would be served by allowing additional time for the delinquent assessments to be paid.

Members shall be notified of the initiation of these proceedings along with the filing of the lien by certified mail - return receipt requested.

Executed to be effective for all purposes as of the 21 day of December, 2020.


Richard G. Grandy
President, Brazos Mountain Ranch Grazing Association

**CERTIFIED FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**



Janette K. Green Palo Pinto County Clerk
Palo Pinto County, TX
02/26/2021 01:51 PM
Fee: \$90.00