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**DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS OF
BOSWELL RANCH ESTATES, FORT WORTH, TEXAS**

State of Texas

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KNOW ALL MEN BY THESE PRESENTS:

County of Tarrant

WHEREAS, SMRP, LTD., a Texas Limited Partnership, is the Developer of BOSWELL RANCH ESTATES, a subdivision located in Fort Worth, Texas, County of Tarrant, such real property more particularly described in Exhibit "A", attached hereto and incorporated herein. In such capacity, SMRP, LTD. does hereby make and effect this Declaration in furtherance of its desires to create thereof a planned community with open spaces and other common facilities for the benefit of said community; and

WHEREAS, Developer and Other Owners desire to provide for the preservation of the values and amenities in said community and for the maintenance of said open spaces and other common facilities, and to this end desire to subject the real property described in Article II, Section 1, to the covenants, restrictions, conditions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and -

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants, restrictions and conditions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer caused or will cause to be incorporated under the laws of the State of Texas, as a non-profit corporation, Boswell Ranch Estates Homeowner Association, Inc., for the purpose of exercising the functions aforesaid; and

WHEREAS, Section 2 of Article IX provides that the Developer, at its sole discretion, may amend or change the covenants or restrictions therein with the consent of at least eighty percent (80%) of the outstanding votes of the Association; and

WHEREAS, the Developer still owns more than 80% of the Lots and therefore has more than 80% of the outstanding votes of the Association, and the Developer desires to make the amendments herein set forth and hereby amends and restates the Declaration, which, as amended, is referred to below as the "Declaration"; and

NOW, THEREFORE, Developer declares that the real property described in Article II, Section 1, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, conditions, easements, charges and liens (sometimes referred to herein as restrictions, covenants and conditions) hereinafter set forth.

**ARTICLE I
Definitions**

Section 1. The following words, when used in this Declaration or any supplemental Declaration (unless otherwise indicated) shall have the following meanings:

- a. "Association" shall mean and refer to the Boswell Ranch Estates Homeowner Association, Inc., its successors and assigns.
- b. "The Properties" shall mean and refer to the Existing Property, and additions thereto, as are subject to this Declaration or any Supplemental Declaration.

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- c. "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the members of the Association.
- d. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision play of The Properties, with the exception of Common Properties as herein defined.
- e. "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use as the residence by a single family.
- f. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit which is a part of The Properties, including other Owners and purchasers under contract from Developer, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure,
- g. "Member" shall mean and refer to every person or entity that holds membership in the Association.
- h. "Developer" shall mean and refer to SMRP, LTD., its heirs, successors and assigns.

ARTICLE II

Properties Subject to This Declaration: Additions Thereto

Section 1. Existing Property The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Tarrant County, Texas, and is more particularly described as follows:

See Exhibit A attached hereto and incorporated herein for all purposes, all of which property shall hereafter be referred to as "Existing Property".

ARTICLE III

Association, Organization and Management

Section 1. Board of Directors. The Board of Directors of the Association shall consist of not less than three (3) or more than five (5) members, the exact number to be fixed in accordance with the provisions of the Bylaws.

Section 2. Classes of Members. The Association shall have two classes of voting membership:

- a. Class A: Class A members shall be all Owners with the exception of the Developer. Class A members shall be entitled to one (1) vote for each Lot which they own. When more than one person holds record title to a Lot, all such persons shall be members of the Association; however, the vote for such Lot shall be exercised as they, among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.
- b. Class B: Class B members shall be the Developer. The Class B member shall have a total number of votes equal to one (1) more than the total number of votes of the Class A members combined; provided, however, at the time that the total number of Lots owned by the Class A members first equals or exceeds four (4) times the total number of Lots owned by the Class B member, the Class member shall at all times thereafter be entitled to only one (1) vote for every Lot owned by it.

Section 3. Other Membership Provisions. Each Owner of a Lot shall be a member of the Association, and such membership shall continue so long as such person or entity continues to be an Owner. The membership of an Owner in the Association shall be appurtenant to and may not be separated from record ownership of any Lot, and the transfer of any membership in the Association which is not made as part of a transfer of a Lot shall be null and void. Ownership of a Lot shall be the sole qualification of being a member of the Association. Each Owner shall comply with all rules and regulations as established by the Association from time to time.

Section 4. Rights and Powers of Association. The Association shall have the duty to maintain, insure, and pay all taxes and assessments on (or reimburse Developer for same) all common areas on the Land and shall have the right, power, and authority to do any act which is consistent with or required by the provisions of this Declaration or the Bylaws, whether the same be expressed or implied, including but not limited to the following:

- a. The power to promote the health, safety, and welfare of the Owners of the Lots.
- b. The power to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration and Bylaws of the Association.
- c. The power to fix, levy, collect, and enforce payment of any charges or assessments as set forth in the Declaration and to pay all expenses in connection with such charges or assessments, all office expenses, and all other expenses incidental to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association.
- d. The power to acquire (by gift, purchase, or otherwise), own, hold, improve, build on, operate, maintain, convey, sell, lease, transfer, to dedicate for public use, or otherwise to dispose of real personal property in connection with the affairs of the Association.
- e. The power to borrow money, to mortgage, to pledge, to deed in trust, or to hypothecate any of the Association's real or personal property as security for money borrowed or debts incurred.
- f. The power to keep accounting records with respect to all activities and operations of the Association.
- g. The power to contract with and employ others for maintenance and repair.
- h. The power to adopt rules and regulations concerning the operation of the Association,
- i. The power to appoint a management company to operate the Association.
- j. The power to have and to exercise any and all powers, rights, and privileges that a corporation organized under the Texas Non-Profit Corporation Act by law may now or at a later time have or exercise.
- k. The power to act in the capacity of principal, agent, joint venturer, partner, or otherwise.

Section 5. Enforcement of Declaration. The Association, through the Board of Directors, shall have the right to enforce this Declaration, except and to the extent that the right to enforce certain provisions hereof has been granted to the Architectural Control Committee, whether expressly or by implication by the board of Directors shall fail or refuse to enforce this Declaration for an unreasonable period of time, after written request to do so; then any aggrieved Owner may enforce this Declaration on his own behalf by appropriate action, whether in law or in equity.

ARTICLE IV
Property Rights In Common Properties

Section 1. Members' Easements of Enjoyment. Subject to these terms, conditions and provisions hereof, every Member shall have a right and easement of enjoyment in and to the common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit. In addition, any member may delegate, in accordance with the Bylaws of the Association, his right and easement of enjoyment to members of his family, his guests, his tenants, or contract purchasers who reside on The Property.

Section 2. Title to Common Properties. Developer may retain the legal title or easement to the Common Properties until such time as it no longer owns any Lots. The Association shall pay or reimburse Developer for taxes, insurance premiums, and maintenance relating to the Common Properties.

Section 3. Decorative Fencing. In addition to the other common areas defined herein, the Common Properties shall include decorative fencing around a portion of the perimeter of The Properties and a portion of the Common Property. The design and materials of construction and/or repair of the said decorative fence shall be approved by the Architectural Control Committee.

ARTICLE V
Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Developer, for each Lot or Living Unit owned by him within The Properties, hereby covenants, and each Owner of any Lot or Living Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments of charges, (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. Such annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon The Property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, and reasonable attorneys' fees, shall also be their personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Separate annual or special assessments shall be made upon each Lot or Living Unit whether or not there is more than one Living Unit per Lot.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of The Properties, and, in particular, for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon or appurtenant to The Properties, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Basis and Maximum of Annual Assessments. Annual assessments shall begin on the first day of the month following the initial conveyance of any Lot by the Developer, and annual assessment for the Owner of each Lot or Living Unit shall be determined at an annual rate. The Board of Directors of the Association, may, after consideration of current maintenance costs and future needs of the Association, fix the annual assessment

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of 80 percent (80%) of the votes of each Member who has voted in person or by proxy at a meeting duly

called for such purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance setting forth the purpose of the meeting.

Section 5. [This Section intentionally deleted.]

Section 6. Quorum for any Action under Sections 4 and 5. The Quorum for any action authorized by Sections 4 and 5 shall be as follows:

- a. At the first meeting called as provided in Sections 4 and 5 hereof, the presence at the meeting of Members or of proxies entitled to cast 80 percent of all the votes of the membership shall constitute a quorum.
- b. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Due Date of Assessments. The annual assessments provided for herein shall become due and payable on the 1st day of January after the commencement date herein above set out and the due date of any special assessment under Article V Section 4 hereof shall be fixed in the resolution authorizing such assessment. The Board of Directors may, at its option, change the annual assessments to semi-annual, quarterly, or monthly assessments and determine the due date thereof.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall upon the commencement date herein provided, prepare a roster of The Properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the initial assessment and of any subsequent changes therein shall be forthwith sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. A reasonable charge may be made by the Board for the issuance of such certificate and such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-payment of Assessment: Personal Obligations of Owner, Lien, Remedies of Association If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, forthwith become a continuing lien on The Property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessments are not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the Property, and there shall be added to the amount of such assessment the cost of preparing and filing the petition in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-usage of the Common Properties or abandonment of his property.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon The Properties subject to assessment: provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or

any other proceeding in lieu of foreclosure, such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and lien created herein:

- a. All properties to the extent of any easement or any other interest therein dedicated and accepted by the local public authority and devoted to public use.
- b. All Common Properties as defined in Article I, Section 1, hereof.
- c. All properties exempted from taxation by the laws of the State of Texas, upon the terms and to the extent of such begat exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI

Architectural Control

Section 1. The Developer hereby appoints an Architectural Control Committee (herein so called), which shall consist of two (2) to three (3) members, who shall be appointed by the Developer. All matters before the Architectural Control Committee shall be decided by majority vote of its members. After the Developer conveys the last Lot owned by the Developer, the Association shall assume all of the rights and powers of the Architectural Control Committee and shall exercise same, through the Board of Directors, in the manner herein provided. In the event of the death, incapacity or resignation of a member of the Architectural Control Committee, the successor for such member shall be appointed by the majority of the remaining members of the Architectural Control Committee if such death, incapacity or resignation occurs on or before the Developer conveys the last Lot owned by the Developer, and by the Association if such death, incapacity or resignation occurs thereafter.

Section 2. All building plans must be submitted to the Architectural Control Committee for approval before construction begins. No building, fences, well, sign, exterior light, or other structure or other apparatus, either permanent or temporary, shall be commenced, erected, placed or maintained upon the Existing Property (or any Lot constituting a part thereof), nor shall any remodeling or reconstruction, thereof exterior addition thereto, change therein, or alteration, excavation, subdivision or re-subdivision hereof, including without limitation changes in or alterations of grade, roadways and walkways, be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location and other material attributed of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee and shall include a plot plan showing the location of the Improvements, the plan for drainage and the construction plans giving the dimensions of all improvements and shall specify in addition to construction diagrams and specifications, all materials to be used and color schemes for all improvements. If the Architectural Control Committee fails to approve or disapprove such design and location within seven (7) days after such plans and specifications have been submitted to it, approval of the Architectural Control Committee will be deemed to have been given and this Article will be deemed to have been fully complied with. The Architectural Control Committee shall have the right, all in the sole discretion of the Architectural Control Committee, to disapprove any plans and specification submitted to it or any of the following reasons:

- a. If such plans and specifications are not in accordance with any of the provisions of these covenants or the codes, ordinances and regulations of Tarrant County, Texas;
- b. If the external design, elevation, appearance, location or color scheme for the proposed improvements are not in harmony with the general surrounding of the Existing Property or with the adjacent dwellings or structures or with the topography;

- c. If the plans and specifications submitted are incomplete;
- d. If the design, appearance or location of any landscaping is not in harmony with the general surroundings or topography;
- e. If the Architectural Control Committee deems the plans and specifications, or any part thereof, to be contrary to the interest, welfare or rights of any or all parts of the Existing Property.

The Architectural Control Committee is authorized to accept whatever drawings, plans or specifications as it deems desirable within its sole discretion to be in satisfaction of the foregoing. The decision of the Architectural Control Committee shall be final, conclusive and binding upon all Owners. Neither the Architectural Control Committee nor Developer shall be responsible in any way for any defects in any plans or specifications submitted, revised, or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans and specifications to meet local Code and Laws. The signature of any two members of the Architectural Control Committee on any such plans and specifications with approved or disapproved written or stamped thereon shall be prima facie evidence as to such approval or disapproval being the act of the full Architectural Control Committee.

ARTICLE VII **Restrictive Covenants**

Each of the specifically numbered Lots shown upon any recorded residential subdivision map of The Properties (as distinguished from such land, if any, within the limits of such subdivision which is not specifically platted and numbered as Lots) shall be impressed with the following restrictions, covenants and conditions for the purpose of carrying out a general plan of development and maintenance for continuity and conformance with the intended master plan of the premises:

- a. No dwelling, accessory structure, alterations to existing structures, fence, or landscaping shall be erected or maintained on any Lot until the plans and specifications for same have been submitted according to the current Application Procedure and approved by the Architectural Control Committee prior to commencement of the same.
- b. All dwellings shall be constructed to front on the street on which the Lot fronts unless any Lot in question fronts on two streets in which case the dwelling constructed on such Lot shall front, as the Architectural Control Committee may approve, on either of the two streets or partially on both.
- c. All dwellings and accessory structures shall be erected and maintained behind the building line shown on the Lot, or as otherwise approved by the Architectural Control Committee.
- d. No dwelling or accessory structure shall be erected or maintained nearer than twenty (20) feet from the front yard line and five (5) feet from the side yard lines of any Lot or as approved otherwise by the Architectural Control Committee.
- e. The floor area (that enclosed for heating and/or air conditioning) of any Living Unit shall be not less than the following: all lots shall contain a minimum floor area of 1,250 square feet in the Living Unit.
- f. All dwellings shall be constructed of stone, stucco, masonry, brick, or of a glass building material of the kind usually used for outside wall construction, or of such other materials as may be approved by the Architectural Control Committee, to the extent of masonry there shall

be a minimum of 75% of the exterior wall elevations to the first plate height, including windows and doors. Siding may be used for covered front entry and rear porches.

- g. No fence, wall, or hedge shall be placed on any portion of the sites with a greater height than six (6) feet. Homeowner fences should be wood stockade, or as approved by Architectural Control Committee. Wood panel or picket fences are only allowed with approval in writing by the Architectural Control Committee. Should a hedge, shrub, tree, flower or other planting be so placed or afterwards grown, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the Owner of the adjoining property or at the request of the Architectural Control Committee.
- h. All Lots shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family residence per Lot, which residence may not exceed two and one-half (2-1/2) stories in height (excluding basements), and a private garage as provided below.
- i. Each residence may be occupied by only one family consisting of persons related by blood, adoption or marriage or no more than two unrelated persons living together as a single housekeeping unit, together with any household servants.
- j. None of the Lots shall be subdivided into smaller Lots.
- k. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot. Dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
- l. No noxious or offensive act or activity shall be allowed upon any Lots, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.
- m. No sign shall be erected or maintained on any Lot except a "For Sale" sign, which sign shall not exceed fifteen (15) square feet in size, or a sign owned by the Developer or by the Association.
- n. The location and design of any proposed swimming pool, including fencing, pumps, backwash, and any other related paraphernalia, must be approved in writing by the Architectural Control Committee.
- o. Roofs shall be composition shingles (20-year guaranteed). Other roofing materials must be approved in advance by the Architectural Control Committee.
- p. No pole, mast, antenna, radio, television, satellite dish or other aerial shall be erected or maintained on any Lot, except as approved by the Architectural Control Committee; and except for eighteen inch (18") satellite dishes.
- q. Sporting, recreation, exercise and or play equipment, dog runs, or other outdoor items shall be placed in the back yards of the Lots.
- r. A Lot or any portions of any Lot that is exposed to the public view must be maintained by the Owner in a neat and orderly fashion. In the event this restriction is not complied with, The Association has the right to cause this maintenance to be done at the expense of the Owner.
- s. No Lot affected hereby shall be used for the dumping or storage of rubbish, trash, debris, surplus soil or rocks, etc.

- t. No outbuilding, shop, trailer, or residence of a temporary character shall be permitted (except as otherwise reserved as a right by the Developer). No building material of any kind shall be stored upon the Lot until the Owner is ready to commence improvement.
- u. No boats, trailers, mobile home, camper, boat trailer, or similar wheeled vehicle shall be stored (excepts temporarily, not to exceed 24 hours) nearer to the street than the front of the Living Unit situated thereon. No house trailer, mobile home, camper, boat trailer, or similar wheeled vehicle shall be stored or parked on any Lot except in a closed garage or within the fenced, wall or enclosed portion of such Lot and any such fence, wall or other enclosure shall be subject to approval by the Architectural Control Committee.
- v. All houses and structures permitted shall be completed within twelve (12) months from date of commencement of construction or unless otherwise extended by the Architectural Control Committee. No structure shall be occupied unless and until the premises are connected in a proper way with its sewage treatment system.
- w. Specifically exempted from the provisions of this section are activities by the Developer, carried out in the regular pursuit of construction, maintenance and sales within the subdivision which exemption shall end when all development activity including sales by them are completed.
- x. No vehicle of any size which transports inflammatory or explosive or hazardous cargo may be kept in The Properties at any time.
- y. All driveways must be constructed of concrete.
- z. Front and side yards shall be fully sodded and irrigated. A landscaping package consisting of a minimum of twelve (12) shrubs, three (3) gallon in size, will also be included.
- aa. Each Lot owner shall mow and maintain the landscaping and vegetation on his/her Lot (including the area between the street pavement and the Lot property lines) in such a manner as to control weeds, grass and/or other unsightly growth at all times. If after ten (10) days prior written notice and Owner shall fail to (i) control weeds, grass and/or other unsightly growth; (ii) remove trash, rubble, building and construction debris; or (iii) exercise reasonable care or conduct to prevent or remedy an unclean, untidy or unsightly condition, then the Association shall have the easement, authority and right to go onto said Lot for the purpose of mowing and cleaning said Lot on each respective occasion of such mowing or cleaning and the costs thereof shall be assessed against the Lot of the offending Owner, who shall be given written notice thereof specifying the amount of assessment and demanding payment within thirty (30) days of said notice. The assessments together with such interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the assessment occurred and may be enforced as set forth in Section 9 of Article IV, above. The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage or any renewals or extensions thereof existing prior to the assessment date.
- bb. At the time of initial construction of any Living Unit, each residential dwelling shall include provisions for the installation of smoke detectors and such other safety and security devices which, in the opinion of the Architectural Control Committee, are reasonably required for the individual Living Unit.

- cc. Each Owner of any Lot or dwelling unit on The Properties shall maintain his Lot and shall construct and maintain all improvements thereon in accordance with the applicable ordinances and regulations of the City of Fort Worth, Tarrant County, Texas.
- dd. Mailboxes shall be brick with two (2) mail receptacles, built on the common properties.

ARTICLE VII
Easements Reserved

A. Developer reserves for the use and benefit of the Association a perpetual easement as shown on the recorded plat of The Properties, and of such other additions as may hereafter be covered and included in the Declaration as supplemented for the purpose of erecting a fence of reasonable height and composition. The Homeowners Association shall repair and maintain the fence as needed.

ARTICLE IX
General Provisions

Section 1. Duration. The restrictions, covenants, and conditions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of eighty percent (80%) of the Lots or Living Units has been recorded, agreeing to eliminate or change said restrictions, covenants and conditions in whole or part; provided, however, that now such agreement to eliminate or change shall then be effective unless made and recorded one (1) year in advance of the effective date of such change and unless written notice of the proposed agreement is then sent to every Owner at least thirty (30) days in advance of any action taken.

Section 2. Reserved Rights of Developer. Notwithstanding any other provision hereof, Developer reserves the right (upon application and request of the Owner of any Lot) to waive, vary or amend (by appropriate letter to that effect addressed and delivered to such applicant Owner by Developer) the application of any of these covenants and restrictions to such Lot if, in the sole discretion of Developer such action be necessary to relieve hardship or permit good architectural planning to be affected. Developer also reserves the right to redivide and replat any of The Property shown on the plat of any Lot or Unit now or hereafter recorded for any Lot or Unit of The Properties at anytime in question owned by Developer without any notice or consent of any other Owner.

Section 3. Sales Office. Developer may designate the location of a Sales Office for use in offering Lots for sale, and for all purposes incident thereto. Said use is intended as temporary, and shall cease at such time as all lots have been sold and Living Units constructed thereon.

Section 4. Invalidation and Severability. The invalidation by any Court of any reservation, covenant and restriction herein or in any contract or deed contained shall not impair the full force and effect of any other reservation, covenant or restriction.

Section 5. Acceptance of Declaration. The provisions hereof are hereby made a part of each contract and deed in respect of any Lot to the same effect as if fully set forth therein, and each such contract and deed shall be conclusively held to be executed, delivered and accepted upon and subject to the provisions and conditions herein set forth.

Section 6. Interpretation. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Properties.

Section 7 Other Committees. Developer may appoint a committee of one or more persons to exercise any or all of the discretionary rights and powers reserved herein to Developer.

Section 8. Assignment. Developer may assign to any person or corporation any or all rights, powers, reservations, easements and privileges herein reserved by and to Developer and any such assignee shall have the same right to so assign.

Section 9 Notices. Any notice required to be sent to any Member or Owner under the provisions of the Declaration shall be deemed to have been properly sent when mailed postage prepaid to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

Section 10. Enforcement; Attorney's Fees. Enforcement of these restrictions, covenants and conditions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any of such restrictions, covenants and conditions, either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants, and failure by the Association or any Owner to enforce any restriction, covenant or condition herein contained, shall in no event be deemed a waiver of the right to do so thereafter. If any controversy, claim, or dispute arises relating to this instrument, its breach or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and court costs.

Section 11. Amendments. Notwithstanding anything hereinabove, Developer, at its sole discretion, may amend or change these covenants and restrictions with the consent of at least eighty percent (80%) of the outstanding votes of the Association.

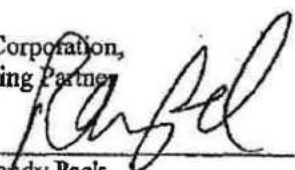
Section 12. Rules and Regulations. Developer may adopt certain reasonable rules and regulations together with sanctions for the violation thereof, to insure maintenance of the character and quality of Boswell Ranch Estates Homeowners Association in harmony with the guidelines set forth in these Restriction, Covenants and Conditions. From time to time, the Association may amend or vary such rules and regulations according to the Bylaws of the Association.

[SIGNATURES FOLLOW]

EXECUTED this 21 day of April, 2006

**SMRP, LTD., A Texas Limited Partnership
Owner, Developer and Declarant**

By: WPP,
A Texas Corporation,
Its Managing Partner

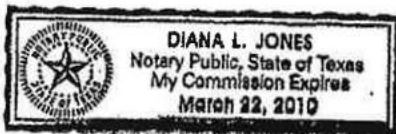
By: 
Randy Pack
President

THE STATE OF TEXAS
COUNTY OF TARRANT

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BEFORE ME, on this day personally appeared, **Randy Pack, President of WPP, a Texas Corporation serving as the managing partner of SMRP, a Texas Limited Partnership and Declaration herein, who acknowledged to me that he executed the same for the purposes and in the capacity therein expressed.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 21 day of April, 2006.





Notary Public in and for the State of Texas
My Commission Expires: 3-22-2010

EXHIBIT "A"

BOSWELL RANCH, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET A, SLIDE 11050, PLAT RECORDS, TARRANT COUNTY, TEXAS.

AFTER RECORDING RETURN TO:

RANDY L. PACK
200 SOUTH BANK STREET
SOUTHLAKE, TEXAS 76092



RANDY L PACK
200 SOUTH BANK STREET

SOUTHLAKE TX 76092

Submitter: BEADLES, NEWMAN & LAWLER

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

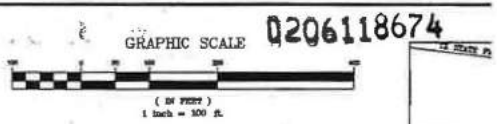
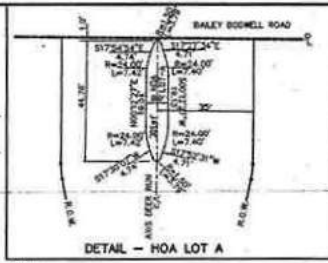
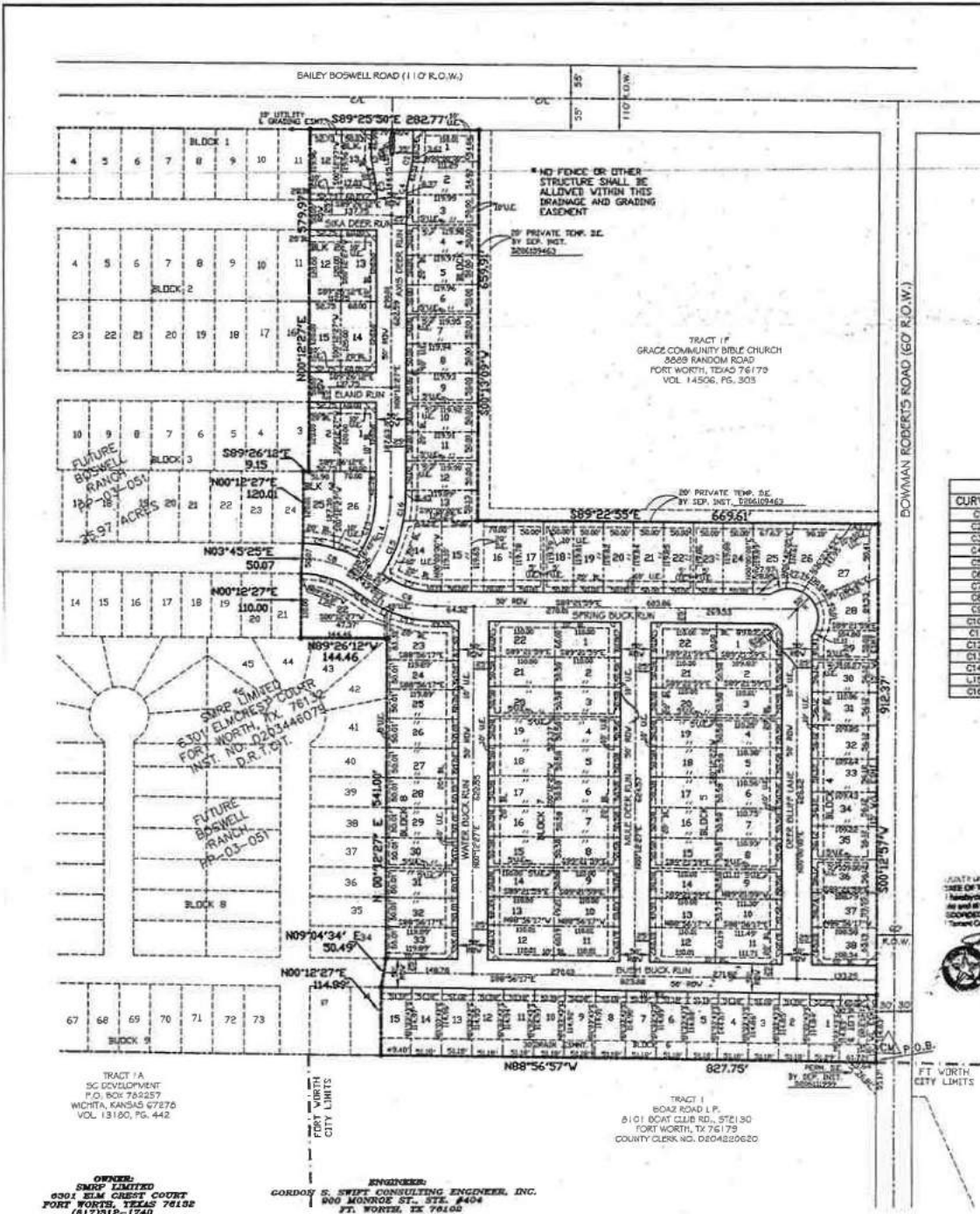
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Instrument #: D206143646
OPR 14 PGS \$64.00

By: 



D206143646

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



- NOTE:
- 1/2" IRON PINS SET AT ALL PROPERTY CORNERS UPON COMPLETION OF CONSTRUCTION.
 - 20' x 20' P.O.S.E. AT STREET INTERSECTION (PER PP-03051)
 - △ = CONTROL MONUMENT
 - REFERENCE BEARING PER DEED RECORDED IN VOLUME 15025, PAGE 517, ORIGINAL 72.030 ACRE SURVEY
 - DIRECT ACCESS FROM SINGLE FAMILY/DUPEX RESIDENTIAL DRIVES ONTO ARTERIALS (BOWMAN ROBERTS ROAD AND BAILEY-BOSWELL ROAD) IS PROHIBITED.
 - NO FENCE, STRUCTURE OR BUILDING IS ALLOWED IN THE 15' WATER LINE EASEMENT ALONG BOWMAN ROBERTS ROAD.

- NOTES:
- CITY OF FORT WORTH WATER AND SEWER
 - PROPOSED STREET RIGHT-OF-WAY = 50'
 - TOTAL NUMBER RESIDENTIAL LOTS = 119
 - AREA = 22.009 ACRES
 - BUILDING SETBACK LINES PER CITY ORDINANCE
 - ALL STREETS TO BE PUBLIC
 - ZONING: A-5 (22.009 ACRES)
 - AVERAGE RESIDENTIAL LOT SIZE = 5500 SF
 - SMALLEST LOT SIZE = 50' X 100'

LOCATION

PUBLIC OPEN SPACE EASEMENT (P.O.S.E.)
 No structure, object or plant material of any portion of a P.O.S.E. shown on this plat, be height of 11 ft. above said curb, except as indicated, but are not limited to, buildings, fences, trees, motor vehicles, stationary and other.

On non-residential zoned lots, a single pole be allowed within a P.O.S.E. easement, provided maintained between the adjacent finished ground.

PRIVATE COMMON AREAS AND FACILITIES

The City of Fort Worth shall not be held responsible for the construction, maintenance or operation of any line (including private common areas or facilities identified as such on this plat. Said lots and facilities shall include, but not limited to: private streets, emergency access easements, and gated private entrances, recreation, landscape, and open space areas, water and wastewater distribution, collection, and treatment facilities, and clubhouse, recreation buildings and outdoor facilities.

The land owners and subsequent owners of the lots and parcels in this subdivision, acting jointly and severally as a land owners association, shall be responsible for such construction, reconstruction, maintenance and operation of the subdivision's private common areas and facilities, and shall agree to indemnify and hold harmless the City of Fort Worth, Texas, from all claims, damages and losses arising out of, or resulting from the performance of the obligations of said owners association, as set forth herein.

UTILITY EASEMENTS

Any public franchised utility, including the City of Fort Worth, shall have the right to move and keep moved all or part of any building, fence, tree, shrub, other growth or improvement which in any way endangers or interferes with the construction, maintenance or efficiency of its respective systems on any of the easements shown on the plat, and they shall have the right at all times to ingress and egress upon said easements for the purpose of construction, reconstruction, inspection, patrolling, maintaining, and adding up to or removing all or part of its respective systems without the necessity of any line of preventing the possession of anyone.

WATER/WASTE IMPACT FEES

The City of Fort Worth has an ordinance in effect regarding water and wastewater impact fees. The total amount payable for such fees shall be determined under Schedule II of a connection date a building permit is issued, and/or wastewater system.

BUILDING PERMITS

No building permits shall be issued for any lot or parcel for the construction of any applicable sidewalks and paving improvements, and up to work.

SIDEWALKS

Sidewalks are required on both sides of each lot.

CURVE	LENGTH	RADIUS	TANGENT	DELTA
C1	5.91	30.00	2.97	117.746°
C2	5.91	30.00	2.97	117.746°
C3	5.91	30.00	2.97	117.746°
C4	5.91	30.00	2.97	117.746°
C5	54.18	200.00	27.28	153.114°
C6	41.93	200.00	21.04	129.045°
C7	90.70	150.00	46.78	34.387°
C8	106.63	175.00	54.70	34.425°
C9	105.81	175.00	54.58	34.387°
C10	90.68	150.00	46.68	34.425°
C11	38.09	300.00	19.10	105.440°
C12	82.84	200.00	42.02	23.437°
C13	106.05	175.00	54.71	34.431°
C14	122.42	200.00	63.19	30.041°
L15	96.20	225.00	48.85	24.293°
C16	38.88	225.00	19.49	97.406°

EAGLE MOUNTAIN SAGINAW ISD
 P.O. BOX 79106
 FORT WORTH, TX 76179

PLAT APPROVED DATE: 4-21-06
 BY: [Signature]
 COUNTY CLERK, TARRANT COUNTY, TEXAS
 4-21-06 3:58

CITY OF FORT WORTH, TEXAS
 CITY PLAN COMMISSION
 NOTE:
 THIS PLAT IS VALID ONLY IF RECORDED WITHIN SIX (6) MONTHS AFTER DATE OF APPROVAL.
 PLAT APPROVED DATE: 4-21-06
 BY: [Signature]
 CHAIRMAN
 BY: [Signature]
 SECRETARY



I DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AS SURVEYED ON THE GROUND.
 [Signature]
 4.19.06

REGISTRATION NO. 5495
 FULTON SURVEYING INC.
 115 ST. LOUIS AVENUE
 FORT WORTH, TEXAS
 817-335-3625

FINAL
 LOTS 12, 13, LOT A, BLOCK 1
 LOTS 1, 2, 25, 26, BLOCK 5
 LOTS 1-22, BLOCK 7, LOT 1

BOSWELL

BEING 22.009 IN THE R. WHITLEY E AN ADD' CITY OF TARRANT C

APRIL

GORDON

Unofficial Copy

D214201057



SANTA CLARA COUNTY OFFICE
1000 N. 1ST ST. SUITE 100
SANTA CLARA, CA 95050

NOTICE TO CREDITORS
I, the undersigned, do hereby certify that the following is a true and correct copy of the original account as shown to me by the person presenting the same for recording.

DATE	AMOUNT	REMARKS
12-15-11	100.00	...
12-16-11	200.00	...
12-17-11	300.00	...
12-18-11	400.00	...
12-19-11	500.00	...
12-20-11	600.00	...
12-21-11	700.00	...
12-22-11	800.00	...
12-23-11	900.00	...
12-24-11	1000.00	...
12-25-11	1100.00	...
12-26-11	1200.00	...
12-27-11	1300.00	...
12-28-11	1400.00	...
12-29-11	1500.00	...
12-30-11	1600.00	...
12-31-11	1700.00	...
12-31-11	1800.00	...
12-31-11	1900.00	...
12-31-11	2000.00	...
12-31-11	2100.00	...
12-31-11	2200.00	...
12-31-11	2300.00	...
12-31-11	2400.00	...
12-31-11	2500.00	...
12-31-11	2600.00	...
12-31-11	2700.00	...
12-31-11	2800.00	...
12-31-11	2900.00	...
12-31-11	3000.00	...

RECORDED IN BOOK 1000 PAGE 1000
12-31-11
COUNTY CLERK
SANTA CLARA COUNTY

D214201057

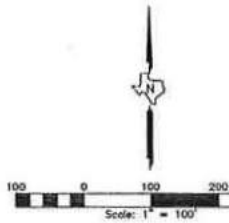


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12-23-11	900.00	...
12-24-11	1000.00	...
12-25-11	1100.00	...
12-26-11	1200.00	...
12-27-11	1300.00	...
12-28-11	1400.00	...
12-29-11	1500.00	...
12-30-11	1600.00	...
12-31-11	1700.00	...
12-31-11	1800.00	...
12-31-11	1900.00	...
12-31-11	2000.00	...
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12-31-11	2400.00	...
12-31-11	2500.00	...
12-31-11	2600.00	...
12-31-11	2700.00	...
12-31-11	2800.00	...
12-31-11	2900.00	...
12-31-11	3000.00	...

RECORDED IN BOOK 1000 PAGE 1000
12-31-11
COUNTY CLERK
SANTA CLARA COUNTY



Site Drainage Study
 A site drainage study, showing conformance with the approved residential drainage plan, may be required before any building permit will be issued on this site (a grading plan in some cases may be adequate to show conformance.) If the site does not conform, then a drainage study may be required along with a CTA for any required drainage improvements and the current owner shall submit a letter to the Department of Transportation and Public Works stating awareness that a Site Drainage Study will be required before any permit is issued. The current owner will obtain each copy of the same.

Utility Easements
 Any public utility, including the City of Fort Worth, shall have the right to move and keep moved all or part of any building, fence, tree, shrub, other growth or improvement which in any way endangers or interferes with the construction, maintenance, or efficiency of its respective systems on any of the easements shown on the plat, and they shall have the right at all times to ingress and egress upon said easements for the purpose of construction, reconstruction, inspection, maintaining, and adding to or removing all or part of its respective systems without the necessity of any form of procuring the permission of anyone.

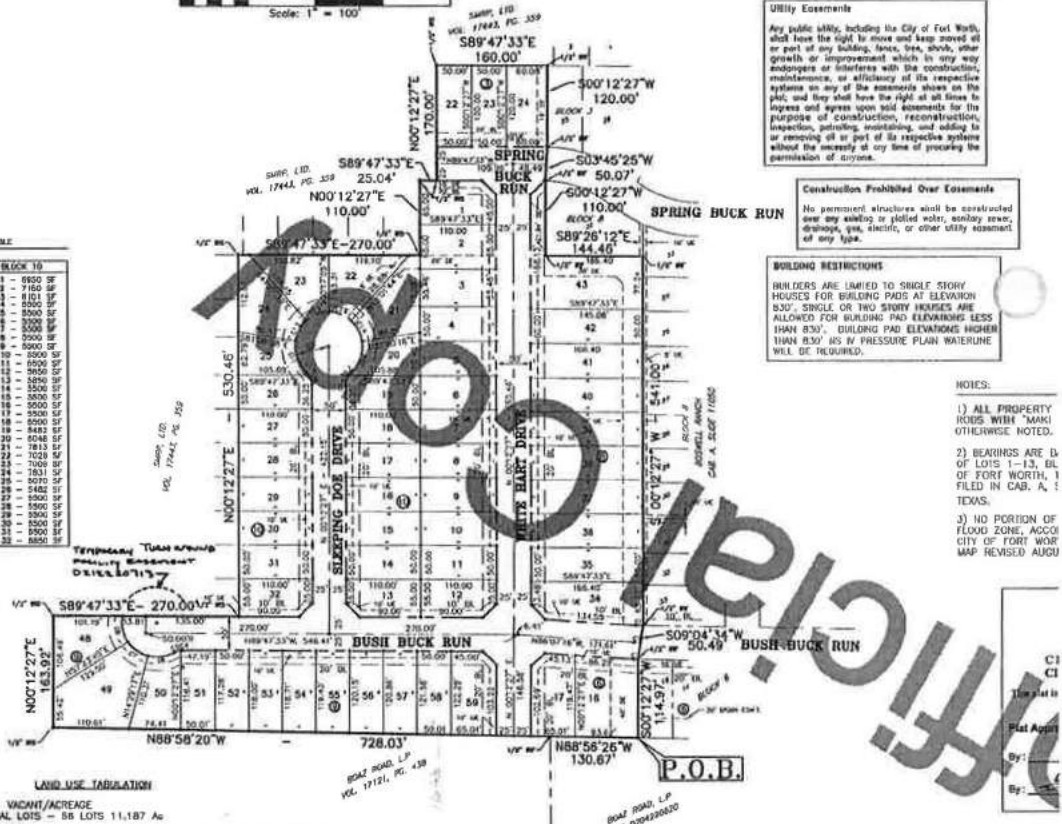
Construction Prohibited Over Easements
 No permanent structures shall be constructed over any existing or planned water, sanitary sewer, drainage, gas, electric, or other utility easement of any type.

BUILDING RESTRICTIONS
 BUILDERS ARE LIMITED TO SINGLE STORY HOUSES FOR BUILDING PADS AT ELEVATION 530'. SINGLE OR TWO STORY HOUSES ARE ALLOWED FOR BUILDING PAD ELEVATIONS LESS THAN 530'. BUILDING PAD ELEVATIONS HIGHER THAN 530' IN A PRESSURE PLUMB WATERLINE WILL BE REQUIRED.

- NOTES:**
- 1) ALL PROPERTY LOTS WITH "MANKI" OTHERWISE NOTED.
 - 2) BEARINGS ARE D OF LOTS 1-13, BL OF FORT WORTH, 1 FILED IN CAB. A, 1 TEXAS.
 - 3) NO PORTION OF FLOOD ZONE, ACCORDING TO CITY OF FORT WORTH MAP REVISED AUGU

LOT AREA TABLE

Block	Lot	Area
Block 3		
3	1	8000 SF
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3	3	8000 SF
Block 4		
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EXISTING LAND USE: VACANT/ACREAGE
 PROPOSED RESIDENTIAL LOTS - 58 LOTS 11,187 Ac

Proposed Residential Lots

Block	No. of Lots	Lot Dimensions	Average Lot Square Footage	Average Lot Acreage	Zoning/Use
3	3	80'x120'	9,600	0.22	A-3
4	3	80'x120'	9,600	0.22	A-3
5	3	80'x120'	9,600	0.22	A-3
6	3	80'x120'	9,600	0.22	A-3
7	3	80'x120'	9,600	0.22	A-3
8	3	80'x120'	9,600	0.22	A-3
9	3	80'x120'	9,600	0.22	A-3
10	3	80'x120'	9,600	0.22	A-3
11	3	80'x120'	9,600	0.22	A-3
12	3	80'x120'	9,600	0.22	A-3
13	3	80'x120'	9,600	0.22	A-3
14	3	80'x120'	9,600	0.22	A-3
15	3	80'x120'	9,600	0.22	A-3
16	3	80'x120'	9,600	0.22	A-3
17	3	80'x120'	9,600	0.22	A-3
18	3	80'x120'	9,600	0.22	A-3
19	3	80'x120'	9,600	0.	

274

Abstract No. 1072,
out to SAREP, Ltd.,
if land being more

Each Addition, as
- 2000, 2000, 2000,
Far
City

30.0
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County, Texas,
Ltd. Trust, and the

also being the owner

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each Addition, and

Each addition a
of 202, Block
and

Statement of 24.86
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274

200, TX 70100-0401



2RD.

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PROPERTY
JAN.

2000

Official Copy

Official Copy

0214201057

✓
MARY LOUISE GARCIA

0214201057

2/2

Official Copy

**WRITTEN ACTION OF
BOSWELL RANCH ESTATES HOMEOWNERS ASSOCIATION, INC.**

As of August 12, 2017 (the "Effective Date"), regarding the Boswell Ranch Estates residential subdivision located in Fort Worth, Texas (the "Subdivision"), the duly appointed Governing Person of Boswell Ranch Estates Homeowners Association, Inc. (the "Association"), which Association administers and manages certain matters regarding the Subdivision, hereby takes the actions stated below by this Written Action in lieu of a meeting. All exhibits and attachments to this Written Action shall be deemed a part of this Written Action.

RESOLUTIONS

RESOLVED, that in accordance with applicable law, the duly executed and existing Management Certificate of the Association is attached to this Written Action as Exhibit A;

RESOLVED, that in accordance with applicable law, the duly executed and existing Certificate of Formation of the Association is attached to this Written Action as Exhibit B;

RESOLVED, that in accordance with applicable law, the duly executed and existing Bylaws of the Association are attached to this Written Action as Exhibit C;

RESOLVED, that all actions of the Governing Person in furtherance of the foregoing Resolutions are hereby ratified, approved and affirmed, and the Governing Person is further authorized to take such actions and execute such further documents in the future as the Governing Person deems necessary or appropriate in furtherance thereof; and

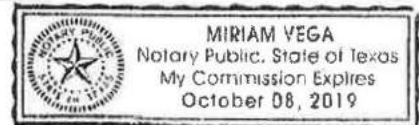
RESOLVED, that in accordance with applicable law, this Written Action, the Management Certificate attached hereto as Exhibit A, the Certificate of Formation attached hereto as Exhibit B, and the Bylaws attached hereto as Exhibit C, shall be filed for record upon all of the real property located in the **Boswell Ranch Estates Addition, City of Fort Worth, Tarrant County, Texas, according to (1) the Plat recorded in Cabinet A, Slide 11050, Real Property Records of Tarrant County, Texas, (2) the Plat recorded in 0212306367, Real Property Records of Tarrant County, Texas, (3) the Plat recorded in 0214201057, Real Property Records of Tarrant County, and (4) any and all additional real property constituting any part of the Subdivision under applicable law.**

This Written Action is executed by the Governing Person of the Association as of the Effective Date stated above.

BOSWELL RANCH ESTATES HOMEOWNERS ASSOCIATION, INC.

By: Steve Moore
Steve Moore, Governing Person

THE STATE OF TEXAS §
COUNTY OF TARRANT §



This instrument was acknowledged before me this the 12 day of August, 2017 by Steve Moore in the capacity stated above.

Miriam Vega

[affix Notary Seal]

Notary Public, State of Texas

**MINUTES OF THE ORGANIZATIONAL MEETING OF
THE BOARD OF DIRECTORS
OF
BOSWELL RANCH ESTATES HOMEOWNERS ASSOCIATION, INC.**

1. **Convening of Meeting.** The organizational meeting of the Board of Directors (the "Board") of Boswell Ranch Estates Homeowners Association, Inc. (the "Association") for the Boswell Ranch Estates Subdivision (the "Subdivision") was convened on August 17, 2017 pursuant to a written Waiver of Notice of such meeting signed by the Directors named herein and constituting the initial Board. Such written notice will be inserted in the Association's minute book immediately before these Minutes. All of the Directors were present at the meeting, accepted their offices and entered upon the discharge of their duties. Steve Moore was chosen as Chairman of the meeting.

2. **Confirmation of Directors.** As stated in the Certificate (as defined below), the initial Directors of the Association are and shall be Randy L. Pack, Steve Moore and James F. Lawler, Jr., to serve as stated in the Declaration of Restrictions, Covenants and Conditions of Boswell Ranch Estates, Fort Worth, Texas (the "Declaration"), the Certificate (as defined below), and the Bylaws (as defined below) of the Association.

3. **Approval of Certificate of Formation.** The Chairman presented to the meeting the Certificate of Formation (the "Certificate") which had been filed with the Texas Secretary of State effective May 15, 2006. The Certificate was reviewed by the Board. Upon motion duly made, seconded and unanimously passed, it was:

RESOLVED, that (a) the Certificate submitted to and reviewed by the Board be, and it hereby is, approved as the official Certificate of the Association, (b) the filing of the Certificate with the Texas Secretary of State is hereby ratified, approved and affirmed, and (c) the Secretary shall insert the Certificate in the Association's minute book.

4. **Election of Non-Profit Status.** The Chairman informed the meeting that the Certificate designates that the Association is formed and shall be operated as a non-profit corporation under applicable law. Upon motion duly made, seconded and unanimously passed, it was:

RESOLVED, that (a) the designation of the Association as a non-profit corporation in the Certificate is hereby ratified, approved and affirmed; and (b) the directors, officers and other authorized representatives of the Association shall be authorized to take all further actions execute all further documents consistent with such designation.

5. **Approval of Bylaws.** The Chairman presented to the meeting a form of Bylaws which had been prepared for the regulation and management of the affairs of the Association, subject to the Declaration. The Bylaws were reviewed by the Board. Upon motion duly made, seconded and unanimously passed, it was:

RESOLVED, that the Bylaws submitted to and reviewed by the Board be, and they hereby are, approved as the official Bylaws of the Association, and the Secretary shall insert them in the Association's minute book.

6. **Election of Officers.** Upon nomination and by unanimous vote, the following were elected by the Board of Directors to fill the following offices provided for in the Association's Bylaws and to serve until the first meeting of the Board of Directors after the next annual Members' meeting or until their successors are elected and qualified:

Randy L. Pack	President
Steve Moore	Governing Person

7. **Declarant as Agent.** Pursuant to authority granted in the Declaration and/or Bylaws of the Association, after discussion and upon motion duly made, seconded and unanimously passed, it was:

RESOLVED, that until later resolution of this Board of Directors, on any matter in which a director or an officer of the Association is authorized by the Bylaws to act, SMRP, Ltd., "Declarant" under the Declaration ("Declarant"), shall also be authorized to so act to the fullest extent allowed by the Declaration, the Certificate, the Bylaws, and applicable law.

8. **Approval of Declaration.** The Chairman presented to the meeting a form of Declaration which had been prepared for the regulation, management, assessment and enforcement of certain matters relating to the Subdivision and filed for record on May 12, 2006 as Document No. D216112396 in the Real Property Records of Tarrant County, Texas. For purposes hereof, the defined term "Declaration" shall also include the Declaration as amended or modified at any time or from time to time by action of Declarant or its agents or representatives. The Declaration was reviewed by the Board. Upon motion duly made, seconded and unanimously passed, it was:

RESOLVED, that (a) the Declaration submitted to and reviewed by the Board be, and it hereby is, approved as the official Declaration of the Subdivision and the Association; (b) the filing of the Declaration for record in the Real Property Records of Tarrant County, Texas, and the subsequent filing for record by Declarant or its representatives or assigns in the Real Property Records of Tarrant County, Texas, of any and all further documents regarding the Declaration, whether to bring additional real property into the purview of the Declaration, or for any other reason, are hereby ratified, approved and affirmed; (c) the Secretary shall insert a copy of the Declaration as so filed in the Association's minute book; and (d) unless specifically stated otherwise, words capitalized but not defined herein or in future Board minutes or resolutions shall have the meanings ascribed to them in the Declaration, the Certificate and/or the Bylaws, as applicable.

9. **Approval of Minute Book.** The Secretary presented a minute book of the Association containing a copy of the Certificate, Bylaws and Declaration as approved at this meeting. Upon motion duly made, seconded and unanimously passed, it was:

RESOLVED, that (a) the minute book presented at this meeting by the Secretary be, and it is, hereby approved and adopted, and the action of the Secretary in inserting therein the Certificate, Bylaws and Declaration be, and it is, hereby ratified, approved and affirmed; and (b) the Secretary is instructed to retain custody of the minute book and to insert therein (i) the minutes of this meeting; (ii) the minutes of all other proceedings of the Members, Directors and authorized committees of the Association; and (iii) all documents the Secretary is instructed to insert therein pursuant to such minutes.

10. **Corporate Seal.** The Secretary stated that at the present time, the Association has not deemed it necessary to obtain an Association corporate seal to affix to documents. Upon motion duly made, seconded and unanimously passed, it was:

RESOLVED, that if, in the future, the directors or officers of the Association deem it necessary or desirable to obtain an Association corporate seal, they or any one of them are authorized to so obtain the same.

11. **Bank Account.** The Secretary stated that at the present time, the Association has not established a checking account or conducted other banking activities. Upon motion duly made, seconded and unanimously passed, it was:

RESOLVED, that the directors and officers of the Association are hereby authorized to select one or more banking institutions to serve as the official depository for the Association's funds and to perform other necessary services, and that when such banking institution(s) are so selected, the President and Secretary of the Association are authorized to execute such banking institution's standard form resolution(s) creating the Association's account and authorizing deposits, withdrawals and borrowings.

RESOLVED FURTHER, that upon execution of such banking institution standard form resolutions, the Secretary shall insert a copy of them in the Association's minute book.

12. **Election of Fiscal Year.** Upon motion duly made, seconded, and unanimously passed, it was:

RESOLVED, that the fiscal year of the Association be a fiscal year ending December 31.

13. **Authority to Levy Assessments.** Upon motion duly made, seconded, and unanimously passed, it was:

RESOLVED, that the Association shall have the power to levy assessments and charges and perform such other acts as are permitted under the Declaration, the Certificate, the Bylaws and applicable law, and the directors and officers of the Association are hereby authorized to undertake all permitted acts in accordance therewith.

14. **Commencing Business.** The Chairman announced that in consideration of the foregoing, the Association was able and authorized to commence and transact business, incur indebtedness and perform all lawful acts related thereto.

15. **Appointment of Architectural Control Committee Members and Authority.** The Chairman stated that the Declaration allows for the creation and empowerment of an Architectural Control Committee (the "ACC") to perform certain approval, oversight and enforcement functions stated in the Declaration and Bylaws. The Declaration and Bylaws authorize Declarant to appoint the initial members of ACC, and for guidelines to be established for the conduct of the ACC's affairs. After discussion and upon motion duly made, seconded and unanimously passed, it was:

RESOLVED, that formation of the ACC is hereby ratified, approved and affirmed, and the initial members of the ACC shall be Randy L. Pack, Steve Moore and James F. Lawler, Jr.; and

RESOLVED FURTHER, that the ACC members may establish among themselves an appropriate method or methods for reviewing and acting upon plans and specifications submitted to the ACC and undertaking activities delegated to the ACC by the Association; and

RESOLVED FURTHER, that the signature of any one or more members of the ACC on a document on behalf of the ACC shall be deemed sufficient execution thereof for all purposes.

16. **Delegation of Duties to Architectural Control Committee.** The Chairman stated that the Declaration and the Bylaws authorize the Association to delegate certain duties and powers to the ACC. After discussion and upon motion duly made, seconded and unanimously passed, it was:

RESOLVED, that all of the Association's duties and powers relating to (a) review, interpretation and/or approval/denial of plans and specifications, and (b) review, interpretation and/or enforcement of any structural, architectural, aesthetic and/or maintenance requirements contained in the Declaration, the Certificate or the Bylaws shall be delegated to the ACC; and

RESOLVED FURTHER, that notwithstanding the delegation stated in the immediately preceding Resolution, the Board and/or Declarant, in their discretion and subject to any limitations stated in the Declaration or the Bylaws of the Association, may undertake any activity delegated to the ACC by such resolution with the same force and effect as if such action had been taken by the ACC pursuant to such delegation. Such authority is in addition to and not in replacement of such delegation.

17. **Enabling Resolution.** After discussion and upon a motion duly made, seconded and unanimously passed, it was:

RESOLVED, that the directors, officers, committee members and other authorized representatives of the Association are, and each of them acting alone hereby is, authorized and instructed to do and perform any and all such acts, including execution of any and all documents and certificates, as such persons shall deem necessary or appropriate to carry out the intent and purpose of the foregoing resolutions.

There being no further business to be considered, the meeting was adjourned pursuant to a motion duly made, seconded and unanimously passed.

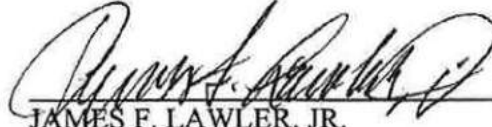
DIRECTORS:



RANDY L. PACK



STEVE MOORE



JAMES F. LAWLER, JR.

**WAIVER OF NOTICE OF THE ORGANIZATIONAL MEETING
OF THE BOARD OF DIRECTORS OF
BOSWELL RANCH HOMEOWNERS ASSOCIATION, INC.**

The undersigned, being all of the initial Directors of Boswell Ranch Homeowners Association, Inc., a Texas non-profit corporation (the "Association"), do hereby waive notice of the time, place and purpose of the Organizational Meeting of the Board of Directors of the Association and do fix August 17, 2017, at 4:00 p.m. as the time, and the office of the Association as the place, for the Organizational Meeting of the Board of Directors of the Association.

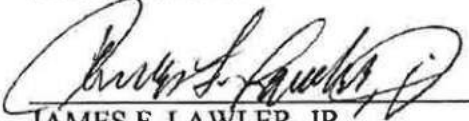
Dated at Arlington, Texas, as of August 17, 2017.

DIRECTORS:



RANDY L. PACK

STEVE MOORE



JAMES F. LAWLER, JR.

**MANAGEMENT CERTIFICATE
OF BOSWELL RANCH ESTATES HOMEOWNERS ASSOCIATION, INC.**

This Management Certificate (this "Certificate") is executed as of August 17, 2017 by Steve Moore, as Governing Person (the "Governing Person") of BOSWELL RANCH ESTATES HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation (the "Association"). The mailing address of the Association is 1221 Belle Place, Fort Worth, TX 76107

The Association was duly created and is validly existing as the owners' association for the **Boswell Ranch Estates Addition** (the "Addition") of the City of Fort Worth, Tarrant County, Texas, according to (1) the Plat recorded in Cabinet A, Slide 11050, Real Property Records of Tarrant County, Texas, (2) the Plat recorded in D 212306367, Real Property Records of Tarrant County, Texas, (3) the Plat recorded in D 214201057, Real Property Records of Tarrant County, and (4) any and all additional real property constituting any part of the Addition under applicable law.

The Addition is subject to the Declaration of Restrictions, Covenants and Conditions of Boswell Ranch Estates, Fort Worth, Texas (the "Declaration"), recorded as Document No. D206143646, Real Property Records, Tarrant County, Texas, including all amendments thereto and/or further actions and/or recorded and other documents binding further real property into the purview of the Declaration as of the date of this Certificate.

The name and mailing address of the person managing the Association or the Association's designated representative is:

Steve Moore
Title: Governing Person
Boswell Ranch Estates Homeowners Association, Inc.
1221 Belle Place
Fort Worth, TX 76107

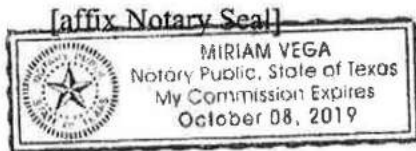
BOSWELL RANCH ESTATES HOMEOWNERS
ASSOCIATION, INC., a Texas non-profit corporation

By: Steve Moore
Steve Moore, Governing Person

THE STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this the 10 day of August, 2017 by Steve Moore in the capacity stated above.

Miriam Vega
Notary Public, State of Texas



**BYLAWS OF
BOSWELL RANCH ESTATES HOMEOWNERS ASSOCIATION, INC.
(A Texas Non-Profit Corporation)**

**ARTICLE I
DEFINITIONS**

Section 1.01. Definitions.

(a) All terms used herein, such as (but not by way of limitation) "Owner", "Lot", "Properties", "Common Properties", "Declarant", "Member", "Board" and "Assessments" shall have the same meanings as stated in that certain Declaration of Restrictions, Covenants and Conditions of Boswell Ranch Estates Addition filed of record May 12, 2006, as Instrument No. D206143646 in the Real Property Records of Tarrant County, Texas, including any amendments thereof or supplements thereto (the "Declaration"), which Declaration is incorporated by reference herein. In the event of any conflict between the definitions of such or other terms both herein and in the Declaration, the definition of such term in the Declaration shall control.

(b) The "Code" shall refer to the Texas Business Organizations Code as amended from time to time, including provisions therein relating to non-profit entities.

**ARTICLE II
NAME**

Section 2.01. Name. The name of this corporation shall be Boswell Ranch Estates Homeowners Association, Inc. (hereinafter called the "Association").

**ARTICLE III
OFFICES OF THE ASSOCIATION**

Section 3.01. Principal Office. The initial principal office of the Association shall be located in Tarrant County, Texas, but the meetings of Members and Directors (both as defined below) may be held at such place within the State of Texas as may be designated by the Board (as defined below).

**ARTICLE IV
ASSOCIATION RESPONSIBILITIES
AND MEETINGS OF MEMBERS**

Section 4.01. Association Responsibilities. The Members will constitute the Association, and the Association, by and through its Board, shall be responsible for administering, and enforcing the covenants, conditions and restrictions contained in the Declaration, including the collection and disbursement of charges and assessments as provided therein. In the event of any dispute or disagreement between any Members

relating to the Property, any questions of interpretation or application of the provisions of the Declaration, the Certificate of Formation (the "Certificate") of the Association or these Bylaws, the resolution of such dispute or disagreement by the Board shall be binding on each and all such Members, subject to the right of Members to seek other remedies provided by law after such determination by the Board.

Section 4.02. Place of Meeting. Meetings of the Association shall be held at such suitable place, reasonably convenient to the Members, within Tarrant County, Texas, as the Board may determine.

Section 4.03. Annual Meetings. The first meeting of the Association shall be held as determined by the initial Board pursuant to the Certificate after the date of organization of the Association, and each subsequent regular annual meeting of the Members shall be held as determined by the Board. At such meetings, there shall be elected a Board by the ballot of the Members in accordance with the requirements of Article V of these Bylaws. The Members may also transact such other business of the Association as may properly come before them at such meeting. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following such day which is not a legal holiday.

Section 4.04. Special Meetings. It shall be the duty of the President OR Governing Person (collectively "President") of the Association to call a special meeting of the Members as directed by the resolution of the Board or upon receipt of a written demand from the Members entitled so demand the same in accordance with the Declaration or these Bylaws. No business except as stated in the notice shall be transacted at a special meeting of the Members. Notwithstanding the above, any validly called special meetings shall be held within forty-five (45) days after receipt by the President of such request or petition.

Section 4.05. Notice of Meetings. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered by the Association not less than ten (10) nor more than forty-five (45) days before the date of the meeting, either personally, via electronic communication if allowed under applicable law, or by mail, to each Member entitled to vote at such meeting according to the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his/her/its address according to the records of the Association, with postage thereon prepaid. Business transacted at any special meeting shall be confined to the purposes stated in the notice or waiver thereof.

Section 4.06. Quorum. The presence of requisite holders of the votes of the Members in Good Standing of the Association, represented in person or by proxy, stated in the applicable provisions of the Declaration, shall constitute a quorum for any meeting of Members, except as otherwise provided in the Certificate, the Declaration or the Bylaws.

Section 4.07. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All valid and legitimate proxies shall be in writing, promulgated and authorized by the Board and shall be filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by a Member of his/her/its Lot.

Section 4.08. Voting by Association and Members. The Association shall not be a voting member of the Association by virtue of its ownership of any Common Properties. Each Member may vote the number of votes stated in the Declaration and Certificate.

Section 4.09. Membership List. The officer or agent having charge of the membership books shall make a complete list of the Members entitled to vote at each such meeting or any adjournment thereof arranged in alphabetic order, with the address of each Member, which list shall be kept on file at the principal office of the Association, and shall be subject to inspection by any Member at any time during usual business hours. Such list shall be subject to inspection and kept open at the time and place of the meeting, and shall be subject to the inspection of any Member during the whole time of the meeting. The Association membership list shall be prima facie evidence as to who are the Members entitled to examine such list or to vote at any such meeting of Members.

Section 4.10. Action Taken Without a Meeting. Any action to be taken at an annual or special meeting of the Members, or any action which is otherwise permitted by law, the Declaration, the Certificate and these Bylaws, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the requisite number of Members stated in the Declaration, and such consent shall have the same force and effect as a vote of Members. Subject to the provisions required or permitted by the statute for notice of meetings, unless otherwise restricted by the Certificate or these Bylaws, the Members may participate in and hold a meeting by means of telephone conference or similar communications equipment by which all persons participating in the meeting can hear each other.

ARTICLE V

BOARD OF DIRECTORS

Section 5.01. Number and Qualification. Until the first meeting of the Association, the affairs of the Association shall be governed by a Board of Directors the ("Board") consisting of the three (3) persons stated in the Certificate of the Association. At such first meeting, there shall be elected at least three (3) and no more than five (5) directors to the Board who shall thereafter govern the affairs of the Association until their successors have been duly elected and qualified. The number of individuals to sit on the Board may be increased by amendment of these Bylaws.

Section 5.02. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Property and the Common Properties in keeping with the character and quality of the area in which it is located. The business and affairs of the Association

shall be managed by or under the direction of the Board which may exercise all such powers of the Association and do all such lawful acts and things as are not by statute, the Certificate, these Bylaws or the Declaration, directed or required to be exercised or done by the Members. The Board may, by adoption of such action in accordance with this Article V, delegate specific Association management responsibilities to an authorized person or entity; provided, however, such delegation shall not relieve or release the Board or any Director of any duty to oversee, manage or direct the business and affairs of the Association. The Board shall be specifically authorized to promulgate and amend, from time to time, a policy setting forth procedures by which violation fines are to be levied for violations of the Declaration, the Bylaws, or any rule or regulation of the Association.

Section 5.03. No Waiver of Rights. The omission or failure of the Association or any Member to enforce the covenants, conditions, restrictions, easements, uses, liens, limitations, obligations or other provisions of the Declaration, these Bylaws or the rules and regulations adopted pursuant thereto or hereto, shall not, in any event, constitute or be deemed a waiver, modification or release thereof, and the Board shall have the right to enforce the same at any time thereafter.

Section 5.04. Election and Term of Office. Upon the election of Directors at the initial annual meeting of the Association, the term of office for each Director shall be fixed at one (1) year. The Directors shall hold office until their successors have been elected and hold their first meeting, except as is otherwise provided herein. The terms of Directors may be changed by amendment of these Bylaws.

Section 5.05. Vacancies. Vacancies in the Board caused by death, resignation or disqualification (i.e., by any reason other than the removal of a Director by a vote of the Association as stated in Section 5.06 hereof) shall be filled by unanimous vote of the remaining Directors, and each person so elected shall be a Director until the expiration of that term. If the remaining Directors cannot unanimously agree, a special meeting of the Members shall be held to fill the vacancy. Vacancies in the Board caused by a removal of a Director by a vote of the Association shall be filled in the manner stated in Section 5.06 hereof.

Section 5.06. Removal of Directors. At any annual or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by the affirmative vote of a majority of Members entitled to vote who are present at a duly convened meeting, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

Section 5.07. Regular Meeting. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but the Board shall endeavor to meet at least one (1) time every six (6) months. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone, electronic mail or facsimile, at least 72 hours prior to the day named for such meeting.

Section 5.08. Special Meetings. Special meetings of the Board may be called by the President upon five (5) days notice to each Director, given personally or by mail, telephone, electronic mail, or facsimile, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President, Secretary or Assistant Secretary of the Association in like manner or on like notice on the written request of one (1) or more Directors.

Section 5.9. Meeting by Telephone or other Electronic Means. Members of the Board may participate in a meeting by means of telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear or see what each other is saying, and participation in a meeting pursuant to this Section 5.9 shall constitute presence in person at the meeting.

Section 5.10. Waiver of Notice. Before or after any meeting of the Board, any Director may, in writing (including electronic mail), waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him/her of the time and place thereof. If all of the Directors are present and any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 5.11. Board of Directors Quorum. At all meetings of the Board, a majority of the Directors in office shall constitute a quorum of the transaction of business, and the act of the majority of the Directors shall be the act of the Board. Directors present by proxy may not be counted toward a quorum. If at any meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 5.12. Compensation. No member of the Board shall receive any compensation for acting as such.

Section 5.13 Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at any meeting by obtaining the written approval of the requisite number of the Directors whose consent is required to take such action. Such action may be evidenced by electronic mail sent by any Director. Any action so approved shall have the same effect as though taken at a meeting of the Board. Prompt notice thereof shall be sent to any Director not taking such action by written consent.

Section 5.14. Nomination and Election of Directors. Nominations for election to the Board may but are not required to be made by a nominating committee. Nominations may also be made from the floor at the annual meeting if allowed by the nominating committee. The nominating committee, if appointed by the Board, shall consist of a Chairman, who shall be a member of the Board, and two or more Members of the Association. The nominating committee may be appointed by the Board prior to each annual meeting of the Members, to serve from the close of such annual meeting until the

close of the next annual meeting, and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for the election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. The appropriate number of members of Directors shall be elected at the annual meeting of Members of the Association in accordance with the voting and other procedures stated in the Declaration, the Certificate and these Bylaws.

ARTICLE VI **OFFICERS**

Section 6.01. Designation. The officers of the Association shall be a President, Governing Person (if desired), one (1) or more Vice-Presidents, a Secretary and a Treasurer, all of whom shall be elected by the Board, and such assistant officers as the Board shall from time to time appoint. Such officers may but need not be Members of the Board. Any number of office(s) may be held by the same person.

Section 6.02. Election of Officers and Term of Office. The officers of the Association shall be elected annually by the Board at the meeting of the Board following the Annual Meeting of the Members, and such new officers shall hold office for a term of one (1) year or until their successors are elected and qualified.

Section 6.03. Resignation and Removal of Officers. Upon an affirmative vote of a majority of the Board, any officer may be removed, either with or without cause, and his/her successor appointed at any regular or special meeting of the Board called for such purpose. An officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date such notice is received, or at any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.04. Vacancies. A vacancy in any office due to the death, resignation, removal or other disqualification of the officer previously filling such office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

Section 6.05. President. The President shall be the chief executive officer of the Association. He/she shall preside at all meetings of the Association and of the Board. He/she 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 the Members from time to time as he/she may in his/her discretion decide is appropriate to assist in the conduct of the affairs of the Association, or as maybe established by the Board or by the Members of the Association at any annual or special meeting. If and to the extent a "Governing Person" is appointed by the Board and serving, he/she shall have duties and obligations analogous to the President.

Section 6.06. Vice-President. The Vice-President shall have all the powers and authority and perform all the functions and duties of the President in the absence of the President or his/her inability for any reason to exercise such powers and functions or

perform such duties, and shall perform any duties he/she is directed to perform by the President.

Section 6.07. Secretary.

(a) The Secretary shall keep all of the minutes of the meetings of the Board and the Members of the Association. The Secretary shall have charge of such books and papers as the Board may direct, and shall, in general, perform all the duties incident to the office of Secretary as provided in the Declaration, Bylaws and the Certificate.

(b) The Secretary shall compile and keep up to date at the principal office of the Association a complete list of the Members and their last known addresses as shown on the records of the Association. 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 in accordance with applicable law.

Section 6.08. Assistant Secretary. The Assistant Secretary, if any, shall have all the powers and authority to perform all the functions and duties of the Secretary in the absence of the Secretary or in any event of the Secretary's inability for any reason to exercise such powers and functions or to perform such duties, and also to perform any duties as directed by the Secretary.

Section 6.09. Treasurer.

(a) The Treasurer shall have the custody of and be responsible for Association funds and for keeping full and accurate accounts of all receipts and disbursements of the Association. The Treasurer shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board.

(b) The Treasurer shall disburse the funds of the Association as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and the Board at its regular meetings, or when the Board so requires, an account of all Association transactions as Treasurer, and of the financial condition of the Association.

ARTICLE VII
INDEMNIFICATION AND RELATED MATTERS

Section 7.01. Indemnification.

(a) The Association shall indemnify, to the extent provided in the following paragraphs, any person who is or was a director, officer, agent or employee of the Association. In the event the provisions of indemnification stated below are more restrictive the provisions of indemnification allowed by the Code,

then such persons named above shall be indemnified to the full extent permitted by the Code as it may exist from time to time.

(b) In case of a threatened or pending suit, action or proceeding (collectively, "Suit"), whether civil, criminal, administrative or investigative (other than an action by or in the name of the Association), against a person named in paragraph (a) above by reason of such person's holding a position named in such paragraph (a), the Association shall indemnify such person, if such person satisfies the standard contained in paragraph (c) below, for amounts actually and reasonably incurred by such person in connection with the defense or settlement of the Suit as expenses (including court costs and attorneys' fees), amount paid in settlement, judgments, penalties (including excise and similar taxes), and fines.

(c) A person named in paragraph (a) above will be indemnified only if it is determined in accordance with paragraph (d) below that such person:

(i) acted in good faith in the transaction which is the subject of the Suit; and

(ii) reasonably believed:

(iii) if acting in his or her official capacity as Director, officer, agent or employee of the Association, that his or her conduct was in the best interests of the Association; and

(iv) in all other cases, his or her conduct was not opposed to the best interests of the Association; and

(v) in the case of any criminal proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, will not, of itself, create a presumption that such person failed to satisfy the standard contained in this paragraph (c).

(d) A determination that the standard paragraph (c) above has been satisfied must be made:

(i) by the Board by a majority vote of a quorum consisting of Directors who, at the time of the vote, are not named defendants or respondents in the proceeding; or

(ii) if such quorum cannot be obtained, by a majority vote of a special committee designated to act in the matter by a majority vote of all

Directors, consisting solely of two (2) or more Directors who at the time of the vote are not named defendants or respondents in the proceeding; or

(iii) by special legal counsel selected by the Board or a committee of the Board by vote as stated in sub paragraphs (i) of (ii) above, or, if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all Directors.

(e) Determination as to reasonableness of expenses must be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by special legal council, determination as to reasonableness of expenses must be made in the manner specified by subparagraph (d)(iii) above for the selection of special legal council.

(f) The Association may reimburse or pay in advance any reasonable expenses (including court costs and attorneys' fees) which may become subject to indemnification under paragraphs (a) through (e) above, but only in accordance with the provisions as stated in paragraph (d) above, and only after the person to receive payment (i) signs a written affirmation of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under paragraph (c) above, and (ii) undertakes in writing to repay such advances if it is ultimately determined that such person is not entitled to indemnification by the Association. The written undertaking required by this paragraph must be an unlimited general obligation of the person but not be secured. The same may be accepted without reference to financial ability to make repayment.

(g) The indemnification provided by paragraphs (a) through (e) above will not be exclusive of any other rights to which a person may be entitled by law or vote of Members or disinterested Directors, or otherwise.

(h) The indemnification and advance payment provided by paragraphs (a) through (c) above will continue as to a person who has ceased to hold a position named in paragraph (a) above and will inure to such person's heirs, executors and administrators.

(i) The Association may purchase and maintain insurance on behalf of any person who holds or has held any position named in paragraph (a) above against any liability incurred by such person in any such position, or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against such liability under paragraphs (a) through (f) above.

(j) Indemnification payments and advance payments made under paragraphs (a) through (i) above are to be reported in writing to the Members of the Association in the next notice or waiver of notice or annual meeting, or within twelve (12) months after the payments are made, whichever is sooner.

(k) All liability, loss, damage, cost and expense incurred or suffered by the Association by reason of or arising out of, or in connection with, the foregoing indemnification provisions shall be treated and handled by the Association as an expense subject to assessment as provided in the Declaration, the Certificate and/or these Bylaws.

Section 7.02 Other. The Board, officers, or representatives of the Association shall have the power to enter into contracts or other commitments as agents for the Association, and they shall have no personal liability for any such contract or commitment (except such liability as may be ascribed to them in their capacity as Owners).

Section 7.03. Interested Directors and Officers.

(a) If paragraph (b) below is satisfied, no contract or transaction between the Association and any of its Directors or Officers (or any other corporation, partnership, association or other organization in which any of them directly or indirectly have a financial interest) shall be void or voidable solely because of such relationship or because of the presence or participation of such Director or officer at the meeting of the Board or committee thereof which authorizes such contract or transaction, or solely because such person's votes are counted for such purpose.

(b) The contract or transaction referred to in paragraph (a) above will not be void or voidable if:

(i) the contract or transaction is fair to the Association as at the time it is authorized, approved or ratified by the Board, a committee of the Board, or the Members; or

(ii) the material facts as to the relationship or interest of each such Director or officer as to the contract or transaction are known or disclosed (A) to the Members entitled to vote thereon and the nevertheless in good faith authorize or ratify the contract or transaction by a majority of the Members present, each such interested person to be counted for quorum and voting purposes, or (B) to the Board or a committee of the Board and the Board or committee nevertheless in good faith authorizes or ratifies the contract or transaction by a majority of the disinterested Directors present, each such interested Director to be counted in determining whether a quorum is present but not in calculating the majority necessary to carry the vote.

(c) The provisions contained in paragraphs (a) and (b) above may not be construed to invalidate a contract or transaction which would be valid in the absence of such provisions.

ARTICLE VIII
AMENDMENTS TO BYLAWS

Section 8.01. Amendment to Bylaws. These Bylaws may be amended by a majority of the Board provided notice has been given to Members of a proposed amendment at least 30 days in advance of any Board meeting at which such amendments are to be voted upon. The Board, by unanimous vote, may delegate the power to amend the Bylaws to the Members. In any event, such power has been delegated to the Members, these Bylaws may be amended upon majority vote of those Members present at a duly convened regular or special meeting of the Members. In the case of any conflict between the Certificate and these Bylaws, the Certificate shall control, and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE IX
EVIDENCE OF OWNERSHIP, REGISTRATION
OF MAILING ADDRESS

Section 9.01. Evidence of Ownership. Except for those Owners who purchase a lot from Declarant, any person or entity, on becoming an Owner of a Lot, shall furnish to the Board or the Association's managing agent a true and correct copy of the original or a certified copy of the recorded instrument vesting that person or entity with an interest or ownership in the Lot, which copy shall remain in the files of the Association. A Member shall not be deemed to be in good standing nor shall he/she/it be entitled to vote at any annual or special meeting of Members unless this requirement is first met.

Section 9.02. Registration of Mailing Address. The Owner or several Owners of a Lot shall have the same registered mailing address and one (1) principal electronic email address to be used by the Association for the mailing and/or electronic transmittal (if allowed) of annual or monthly statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person or persons to be used by the Association. Such registered address of an Owner or Owners shall be deemed to be the mailing address of the Lot owned by such Owner or Owners unless a different registered address is furnished by such Owner(s) in writing to the Board within fifteen (15) days after transfer of title, or after a change of address. Such registration shall be in written form and signed by all Owners of the Lot or by such persons(s) as are authorized by law to represent the interest of all of the Owner(s) thereof.

ARTICLE X
GENERAL

Section 10.01. Assessments and Liens. As more fully provided in the Declaration, each Member shall pay to the Association annual, special and individual special assessments which are secured by a continuing lien upon the lot against which the assessment is made. The Board may suspend a Member's privilege to vote, and such Member shall not be deemed to be in good standing, if such Member has unpaid assessments, attorneys' fees or costs of collection on his/her account at the time the membership list is compiled in accordance with Section 4.09 hereof.

Section 10.02 Abatement and Enjoyment. The violation of any rule or regulation, or the breach of any Bylaw or any provision of the Declaration, shall give the Board the right, in addition to any other rights stated in the Declaration, the Certificate or herein, to enjoin, abate or remedy by appropriate legal proceeding, either at law or in equity, the continuance of such violation or breach.

Section 10.03. Committees. The Board may appoint an Architectural Control Committee, subject to the terms of and as provided in the Declaration, and a nominating committee, as provided in these Bylaws. In addition, the Board shall appoint other committees as deemed appropriate in carrying out the purposes of the Association.

Section 10.04. Books and Records. The books, records and accounts of the Association shall, at reasonable times upon reasonable written notice, be subject to inspection by any Member at such Member's sole cost and expense in accordance with the Code and applicable law. The Declaration, the Certificate, the Bylaws and Resolutions and minutes of meetings of the Members and the Board shall be available for inspection by any Member at the principal office of the Association, and copies of such documents may be purchased from the Association at a reasonable cost.

Section 10.05. Non-Profit Association. This Association is not organized for profit. No Member of the Association, member of the Board, officer 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 as salary or compensation to, or distributed to, or inure to the benefit of, any member of the Board, officer or Member; provided, however, that (1) reasonable compensation may be paid to any Member, Director or officer while acting as an agent or employee of a third party for services rendered to the Association in effecting one or more of the purposes of the Association, and (2) any Member, Director or officer may, from time to time, be reimbursed for his/her actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

Section 10.06. Execution of Documents. The persons who shall be authorized to execute any and all contracts, documents, instruments of conveyance or encumbrances, including promissory notes, shall be the President or any Vice President, and the Secretary or any assistant Secretary, of the Association.

Section 10.07. Conflicting or Invalid Provisions. Notwithstanding anything contained herein to the contrary, should all or part of any Article or Section of these Bylaws conflict with the provisions of the Declaration, the Code or any other applicable law, the Declaration, the Code and/or such law shall control, and should any part of these Bylaws be invalid or inoperative for any reason, the remaining parts, so far as is possible and reasonable, shall be valid and operative.

TO THE EXTENT OF ANY CONFLICT BETWEEN THIS SECTION 10.07 AND ANY OTHER PROVISION OF THESE BYLAWS, THIS SECTION 10.07 SHALL

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TO THE EXTENT OF ANY CONFLICT BETWEEN THIS SECTION 10.07 AND ANY OTHER PROVISION OF THESE BYLAWS, THIS SECTION 10.07 SHALL

CONTROL. IN SOME INSTANCES, THE MANDATORY REQUIREMENTS OF ANY GOVERNMENTAL ENTITY, STATUTE, RULE, REGULATION, ORDINANCE OR PLANNED DEVELOPMENT GERMANE TO OR HAVING VALID JURISDICTION OVER THE SUBJECT MATTER OF THESE BYLAWS (COLLECTIVELY THE "GOVERNMENTAL REQUIREMENTS") MAY BE MORE OR LESS RESTRICTIVE THAN THE PROVISIONS OR REQUIREMENTS OF THESE BYLAWS. COMPONENTS OF THE GOVERNMENTAL REQUIREMENTS WILL CHANGE OVER TIME. IN THE EVENT A CONFLICT EXISTS BETWEEN ANY GOVERNMENTAL REQUIREMENT AND ANY PROVISION OR REQUIREMENT OF THESE BYLAWS, THE MOST RESTRICTIVE PROVISION OR REQUIREMENT SHALL PREVAIL, EXCEPT IN CIRCUMSTANCES WHERE COMPLIANCE WITH A MORE RESTRICTIVE PROVISION OR REQUIREMENT OF THESE BYLAWS WOULD RESULT IN VIOLATION OF AN APPLICABLE GOVERNMENTAL REQUIREMENT, IN WHICH EVENT SUCH GOVERNMENTAL REQUIREMENT SHALL APPLY. COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS WILL NOT RESULT IN THE BREACH OF THESE BYLAWS EVEN THOUGH SUCH COMPLIANCE MAY RESULT IN NONCOMPLIANCE WITH PROVISIONS OR REQUIREMENTS OF THESE BYLAWS. WHERE A GOVERNMENTAL REQUIREMENT DOES NOT CLEARLY CONFLICT WITH THE PROVISIONS OR REQUIREMENTS OF THESE BYLAWS, BUT PERMITS (EXPRESSLY OR BY OMISSION) ACTION THAT IS DIFFERENT FROM THAT PROVIDED FOR OR REQUIRED BY THESE BYLAWS, THE PROVISIONS AND REQUIREMENTS OF THESE BYLAWS SHALL PREVAIL AND CONTROL.

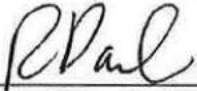
Section 10.08. Notices. All notices to Members of the Association shall be given by delivering the same to each Member in person or by depositing the notice in the U.S. Mail, postage prepaid, addressed to each Member at the address according to the records of the Association. If a Member fails to give an address to the Secretary for mailing of such notices, all such notices shall be sent to the street address of the Lot of such Member. All Members shall be deemed to have been given notice of the meetings upon the proper mailing of the notices to such addresses irrespective of the actual receipt of the notices.

Section 10.09. Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year of the Association shall begin on the date of organization of the Association.

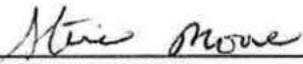
Section 10.10. Electronic Communication. To the extent allowed under applicable law and not specifically inconsistent with the Declaration, the Certificate and/or these Bylaws, the Association, Board, Officers, representatives and Members may utilize, to the greatest extent possible, accepted electronic communication means for Association information, notices, events, budgets and other Association business, including without limitation email communications, websites and similar means now existing or hereafter created. Subject to applicable law, the Board shall have the

authority, from time to time, to promulgate, disseminate and oversee rules and standards for electronic communications.

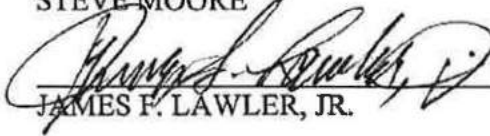
IN WITNESS WHEREOF, the undersigned, being all of the initial Directors of Boswell Ranch Estates Homeowners Association, Inc. hereby adopt the foregoing Bylaws for the Association to be effective as of August 17, 2017



RANDY L. PACK



STEVE MOORE



JAMES F. LAWLER, JR.

**BYLAWS OF
BOSWELL RANCH ESTATES HOMEOWNERS ASSOCIATION, INC.
(A Texas Non-Profit Corporation)**

**ARTICLE I
DEFINITIONS**

Section 1.01. Definitions.

(a) All terms used herein, such as (but not by way of limitation) "Owner", "Lot", "Properties", "Common Properties", "Declarant", "Member", "Board" and "Assessments" shall have the same meanings as stated in that certain Declaration of Restrictions, Covenants and Conditions of Boswell Ranch Estates Addition filed of record May 12, 2006, as Instrument No. D206143646 in the Real Property Records of Tarrant County, Texas, including any amendments thereof or supplements thereto (the "Declaration"), which Declaration is incorporated by reference herein. In the event of any conflict between the definitions of such or other terms both herein and in the Declaration, the definition of such term in the Declaration shall control.

(b) The "Code" shall refer to the Texas Business Organizations Code as amended from time to time, including provisions therein relating to non-profit entities.

**ARTICLE II
NAME**

Section 2.01. Name. The name of this corporation shall be Boswell Ranch Estates Homeowners Association, Inc. (hereinafter called the "Association").

**ARTICLE III
OFFICES OF THE ASSOCIATION**

Section 3.01. Principal Office. The initial principal office of the Association shall be located in Tarrant County, Texas, but the meetings of Members and Directors (both as defined below) may be held at such place within the State of Texas as may be designated by the Board (as defined below).

**ARTICLE IV
ASSOCIATION RESPONSIBILITIES
AND MEETINGS OF MEMBERS**

Section 4.01. Association Responsibilities. The Members will constitute the Association, and the Association, by and through its Board, shall be responsible for administering, and enforcing the covenants, conditions and restrictions contained in the Declaration, including the collection and disbursement of charges and assessments as provided therein. In the event of any dispute or disagreement between any Members

relating to the Property, any questions of interpretation or application of the provisions of the Declaration, the Certificate of Formation (the "Certificate") of the Association or these Bylaws, the resolution of such dispute or disagreement by the Board shall be binding on each and all such Members, subject to the right of Members to seek other remedies provided by law after such determination by the Board.

Section 4.02. Place of Meeting. Meetings of the Association shall be held at such suitable place, reasonably convenient to the Members, within Tarrant County, Texas, as the Board may determine.

Section 4.03. Annual Meetings. The first meeting of the Association shall be held as determined by the initial Board pursuant to the Certificate after the date of organization of the Association, and each subsequent regular annual meeting of the Members shall be held as determined by the Board. At such meetings, there shall be elected a Board by the ballot of the Members in accordance with the requirements of Article V of these Bylaws. The Members may also transact such other business of the Association as may properly come before them at such meeting. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following such day which is not a legal holiday.

Section 4.04. Special Meetings. It shall be the duty of the President OR Governing Person (collectively "President") of the Association to call a special meeting of the Members as directed by the resolution of the Board or upon receipt of a written demand from the Members entitled so demand the same in accordance with the Declaration or these Bylaws. No business except as stated in the notice shall be transacted at a special meeting of the Members. Notwithstanding the above, any validly called special meetings shall be held within forty-five (45) days after receipt by the President of such request or petition.

Section 4.05. Notice of Meetings. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered by the Association not less than ten (10) nor more than forty-five (45) days before the date of the meeting, either personally, via electronic communication if allowed under applicable law, or by mail, to each Member entitled to vote at such meeting according to the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his/her/its address according to the records of the Association, with postage thereon prepaid. Business transacted at any special meeting shall be confined to the purposes stated in the notice or waiver thereof.

Section 4.06. Quorum. The presence of requisite holders of the votes of the Members in Good Standing of the Association, represented in person or by proxy, stated in the applicable provisions of the Declaration, shall constitute a quorum for any meeting of Members, except as otherwise provided in the Certificate, the Declaration or the Bylaws.

Section 4.07. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All valid and legitimate proxies shall be in writing, promulgated and authorized by the Board and shall be filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by a Member of his/her/its Lot.

Section 4.08. Voting by Association and Members. The Association shall not be a voting member of the Association by virtue of its ownership of any Common Properties. Each Member may vote the number of votes stated in the Declaration and Certificate.

Section 4.09. Membership List. The officer or agent having charge of the membership books shall make a complete list of the Members entitled to vote at each such meeting or any adjournment thereof arranged in alphabetic order, with the address of each Member, which list shall be kept on file at the principal office of the Association, and shall be subject to inspection by any Member at any time during usual business hours. Such list shall be subject to inspection and kept open at the time and place of the meeting, and shall be subject to the inspection of any Member during the whole time of the meeting. The Association membership list shall be prima facie evidence as to who are the Members entitled to examine such list or to vote at any such meeting of Members.

Section 4.10. Action Taken Without a Meeting. Any action to be taken at an annual or special meeting of the Members, or any action which is otherwise permitted by law, the Declaration, the Certificate and these Bylaws, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the requisite number of Members stated in the Declaration, and such consent shall have the same force and effect as a vote of Members. Subject to the provisions required or permitted by the statute for notice of meetings, unless otherwise restricted by the Certificate or these Bylaws, the Members may participate in and hold a meeting by means of telephone conference or similar communications equipment by which all persons participating in the meeting can hear each other.

ARTICLE V

BOARD OF DIRECTORS

Section 5.01. Number and Qualification. Until the first meeting of the Association, the affairs of the Association shall be governed by a Board of Directors the ("Board") consisting of the three (3) persons stated in the Certificate of the Association. At such first meeting, there shall be elected at least three (3) and no more than five (5) directors to the Board who shall thereafter govern the affairs of the Association until their successors have been duly elected and qualified. The number of individuals to sit on the Board may be increased by amendment of these Bylaws.

Section 5.02. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Property and the Common Properties in keeping with the character and quality of the area in which it is located. The business and affairs of the Association

shall be managed by or under the direction of the Board which may exercise all such powers of the Association and do all such lawful acts and things as are not by statute, the Certificate, these Bylaws or the Declaration, directed or required to be exercised or done by the Members. The Board may, by adoption of such action in accordance with this Article V, delegate specific Association management responsibilities to an authorized person or entity; provided, however, such delegation shall not relieve or release the Board or any Director of any duty to oversee, manage or direct the business and affairs of the Association. The Board shall be specifically authorized to promulgate and amend, from time to time, a policy setting forth procedures by which violation fines are to be levied for violations of the Declaration, the Bylaws, or any rule or regulation of the Association.

Section 5.03. No Waiver of Rights. The omission or failure of the Association or any Member to enforce the covenants, conditions, restrictions, easements, uses, liens, limitations, obligations or other provisions of the Declaration, these Bylaws or the rules and regulations adopted pursuant thereto or hereto, shall not, in any event, constitute or be deemed a waiver, modification or release thereof, and the Board shall have the right to enforce the same at any time thereafter.

Section 5.04. Election and Term of Office. Upon the election of Directors at the initial annual meeting of the Association, the term of office for each Director shall be fixed at one (1) year. The Directors shall hold office until their successors have been elected and hold their first meeting, except as is otherwise provided herein. The terms of Directors may be changed by amendment of these Bylaws.

Section 5.05. Vacancies. Vacancies in the Board caused by death, resignation or disqualification (i.e., by any reason other than the removal of a Director by a vote of the Association as stated in Section 5.06 hereof) shall be filled by unanimous vote of the remaining Directors, and each person so elected shall be a Director until the expiration of that term. If the remaining Directors cannot unanimously agree, a special meeting of the Members shall be held to fill the vacancy. Vacancies in the Board caused by a removal of a Director by a vote of the Association shall be filled in the manner stated in Section 5.06 hereof.

Section 5.06. Removal of Directors. At any annual or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by the affirmative vote of a majority of Members entitled to vote who are present at a duly convened meeting, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

Section 5.07. Regular Meeting. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but the Board shall endeavor to meet at least one (1) time every six (6) months. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone, electronic mail or facsimile, at least 72 hours prior to the day named for such meeting.

Section 5.08. Special Meetings. Special meetings of the Board may be called by the President upon five (5) days notice to each Director, given personally or by mail, telephone, electronic mail, or facsimile, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President, Secretary or Assistant Secretary of the Association in like manner or on like notice on the written request of one (1) or more Directors.

Section 5.9. Meeting by Telephone or other Electronic Means. Members of the Board may participate in a meeting by means of telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear or see what each other is saying, and participation in a meeting pursuant to this Section 5.9 shall constitute presence in person at the meeting.

Section 5.10. Waiver of Notice. Before or after any meeting of the Board, any Director may, in writing (including electronic mail), waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him/her of the time and place thereof. If all of the Directors are present and any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 5.11. Board of Directors Quorum. At all meetings of the Board, a majority of the Directors in office shall constitute a quorum of the transaction of business, and the act of the majority of the Directors shall be the act of the Board. Directors present by proxy may not be counted toward a quorum. If at any meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 5.12. Compensation. No member of the Board shall receive any compensation for acting as such.

Section 5.13 Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at any meeting by obtaining the written approval of the requisite number of the Directors whose consent is required to take such action. Such action may be evidenced by electronic mail sent by any Director. Any action so approved shall have the same effect as though taken at a meeting of the Board. Prompt notice thereof shall be sent to any Director not taking such action by written consent.

Section 5.14. Nomination and Election of Directors. Nominations for election to the Board may but are not required to be made by a nominating committee. Nominations may also be made from the floor at the annual meeting if allowed by the nominating committee. The nominating committee, if appointed by the Board, shall consist of a Chairman, who shall be a member of the Board, and two or more Members of the Association. The nominating committee may be appointed by the Board prior to each annual meeting of the Members, to serve from the close of such annual meeting until the

close of the next annual meeting, and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for the election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. The appropriate number of members of Directors shall be elected at the annual meeting of Members of the Association in accordance with the voting and other procedures stated in the Declaration, the Certificate and these Bylaws.

ARTICLE VI **OFFICERS**

Section 6.01. Designation. The officers of the Association shall be a President, Governing Person (if desired), one (1) or more Vice-Presidents, a Secretary and a Treasurer, all of whom shall be elected by the Board, and such assistant officers as the Board shall from time to time appoint. Such officers may but need not be Members of the Board. Any number of office(s) may be held by the same person.

Section 6.02. Election of Officers and Term of Office. The officers of the Association shall be elected annually by the Board at the meeting of the Board following the Annual Meeting of the Members, and such new officers shall hold office for a term of one (1) year or until their successors are elected and qualified.

Section 6.03. Resignation and Removal of Officers. Upon an affirmative vote of a majority of the Board, any officer may be removed, either with or without cause, and his/her successor appointed at any regular or special meeting of the Board called for such purpose. An officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date such notice is received, or at any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.04. Vacancies. A vacancy in any office due to the death, resignation, removal or other disqualification of the officer previously filling such office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

Section 6.05. President. The President shall be the chief executive officer of the Association. He/she shall preside at all meetings of the Association and of the Board. He/she 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 the Members from time to time as he/she may in his/her discretion decide is appropriate to assist in the conduct of the affairs of the Association, or as maybe established by the Board or by the Members of the Association at any annual or special meeting. If and to the extent a "Governing Person" is appointed by the Board and serving, he/she shall have duties and obligations analogous to the President.

Section 6.06. Vice-President. The Vice-President shall have all the powers and authority and perform all the functions and duties of the President in the absence of the President or his/her inability for any reason to exercise such powers and functions or

perform such duties, and shall perform any duties he/she is directed to perform by the President.

Section 6.07. Secretary.

(a) The Secretary shall keep all of the minutes of the meetings of the Board and the Members of the Association. The Secretary shall have charge of such books and papers as the Board may direct, and shall, in general, perform all the duties incident to the office of Secretary as provided in the Declaration, Bylaws and the Certificate.

(b) The Secretary shall compile and keep up to date at the principal office of the Association a complete list of the Members and their last known addresses as shown on the records of the Association. 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 in accordance with applicable law.

Section 6.08. Assistant Secretary. The Assistant Secretary, if any, shall have all the powers and authority to perform all the functions and duties of the Secretary in the absence of the Secretary or in any event of the Secretary's inability for any reason to exercise such powers and functions or to perform such duties, and also to perform any duties as directed by the Secretary.

Section 6.09. Treasurer.

(a) The Treasurer shall have the custody of and be responsible for Association funds and for keeping full and accurate accounts of all receipts and disbursements of the Association. The Treasurer shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board.

(b) The Treasurer shall disburse the funds of the Association as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and the Board at its regular meetings, or when the Board so requires, an account of all Association transactions as Treasurer, and of the financial condition of the Association.

ARTICLE VII
INDEMNIFICATION AND RELATED MATTERS

Section 7.01. Indemnification.

(a) The Association shall indemnify, to the extent provided in the following paragraphs, any person who is or was a director, officer, agent or employee of the Association. In the event the provisions of indemnification stated below are more restrictive the provisions of indemnification allowed by the Code,

then such persons named above shall be indemnified to the full extent permitted by the Code as it may exist from time to time.

(b) In case of a threatened or pending suit, action or proceeding (collectively, "Suit"), whether civil, criminal, administrative or investigative (other than an action by or in the name of the Association), against a person named in paragraph (a) above by reason of such person's holding a position named in such paragraph (a), the Association shall indemnify such person, if such person satisfies the standard contained in paragraph (c) below, for amounts actually and reasonably incurred by such person in connection with the defense or settlement of the Suit as expenses (including court costs and attorneys' fees), amount paid in settlement, judgments, penalties (including excise and similar taxes), and fines.

(c) A person named in paragraph (a) above will be indemnified only if it is determined in accordance with paragraph (d) below that such person:

(i) acted in good faith in the transaction which is the subject of the Suit; and

(ii) reasonably believed:

(iii) if acting in his or her official capacity as Director, officer, agent or employee of the Association, that his or her conduct was in the best interests of the Association; and

(iv) in all other cases, his or her conduct was not opposed to the best interests of the Association; and

(v) in the case of any criminal proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, will not, of itself, create a presumption that such person failed to satisfy the standard contained in this paragraph (c).

(d) A determination that the standard paragraph (c) above has been satisfied must be made:

(i) by the Board by a majority vote of a quorum consisting of Directors who, at the time of the vote, are not named defendants or respondents in the proceeding; or

(ii) if such quorum cannot be obtained, by a majority vote of a special committee designated to act in the matter by a majority vote of all

Directors, consisting solely of two (2) or more Directors who at the time of the vote are not named defendants or respondents in the proceeding; or

(iii) by special legal counsel selected by the Board or a committee of the Board by vote as stated in sub paragraphs (i) of (ii) above, or, if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all Directors.

(e) Determination as to reasonableness of expenses must be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by special legal counsel, determination as to reasonableness of expenses must be made in the manner specified by subparagraph (d)(iii) above for the selection of special legal council.

(f) The Association may reimburse or pay in advance any reasonable expenses (including court costs and attorneys' fees) which may become subject to indemnification under paragraphs (a) through (e) above, but only in accordance with the provisions as stated in paragraph (d) above, and only after the person to receive payment (i) signs a written affirmation of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under paragraph (c) above, and (ii) undertakes in writing to repay such advances if it is ultimately determined that such person is not entitled to indemnification by the Association. The written undertaking required by this paragraph must be an unlimited general obligation of the person but not be secured. The same may be accepted without reference to financial ability to make repayment.

(g) The indemnification provided by paragraphs (a) through (e) above will not be exclusive of any other rights to which a person may be entitled by law or vote of Members or disinterested Directors, or otherwise.

(h) The indemnification and advance payment provided by paragraphs (a) through (c) above will continue as to a person who has ceased to hold a position named in paragraph (a) above and will inure to such person's heirs, executors and administrators.

(i) The Association may purchase and maintain insurance on behalf of any person who holds or has held any position named in paragraph (a) above against any liability incurred by such person in any such position, or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against such liability under paragraphs (a) through (f) above.

(j) Indemnification payments and advance payments made under paragraphs (a) through (i) above are to be reported in writing to the Members of the Association in the next notice or waiver of notice or annual meeting, or within twelve (12) months after the payments are made, whichever is sooner.

(k) All liability, loss, damage, cost and expense incurred or suffered by the Association by reason of or arising out of, or in connection with, the foregoing indemnification provisions shall be treated and handled by the Association as an expense subject to assessment as provided in the Declaration, the Certificate and/or these Bylaws.

Section 7.02 Other. The Board, officers, or representatives of the Association shall have the power to enter into contracts or other commitments as agents for the Association, and they shall have no personal liability for any such contract or commitment (except such liability as may be ascribed to them in their capacity as Owners).

Section 7.03. Interested Directors and Officers.

(a) If paragraph (b) below is satisfied, no contract or transaction between the Association and any of its Directors or Officers (or any other corporation, partnership, association or other organization in which any of them directly or indirectly have a financial interest) shall be void or voidable solely because of such relationship or because of the presence or participation of such Director or officer at the meeting of the Board or committee thereof which authorizes such contract or transaction, or solely because such person's votes are counted for such purpose.

(b) The contract or transaction referred to in paragraph (a) above will not be void or voidable if:

(i) the contract or transaction is fair to the Association as at the time it is authorized, approved or ratified by the Board, a committee of the Board, or the Members; or

(ii) the material facts as to the relationship or interest of each such Director or officer as to the contract or transaction are known or disclosed (A) to the Members entitled to vote thereon and the nevertheless in good faith authorize or ratify the contract or transaction by a majority of the Members present, each such interested person to be counted for quorum and voting purposes, or (B) to the Board or a committee of the Board and the Board or committee nevertheless in good faith authorizes or ratifies the contract or transaction by a majority of the disinterested Directors present, each such interested Director to be counted in determining whether a quorum is present but not in calculating the majority necessary to carry the vote.

(c) The provisions contained in paragraphs (a) and (b) above may not be construed to invalidate a contract or transaction which would be valid in the absence of such provisions.

ARTICLE VIII
AMENDMENTS TO BYLAWS

Section 8.01. Amendment to Bylaws. These Bylaws may be amended by a majority of the Board provided notice has been given to Members of a proposed amendment at least 30 days in advance of any Board meeting at which such amendments are to be voted upon. The Board, by unanimous vote, may delegate the power to amend the Bylaws to the Members. In any event, such power has been delegated to the Members, these Bylaws may be amended upon majority vote of those Members present at a duly convened regular or special meeting of the Members. In the case of any conflict between the Certificate and these Bylaws, the Certificate shall control, and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE IX
EVIDENCE OF OWNERSHIP, REGISTRATION
OF MAILING ADDRESS

Section 9.01. Evidence of Ownership. Except for those Owners who purchase a lot from Declarant, any person or entity, on becoming an Owner of a Lot, shall furnish to the Board or the Association's managing agent a true and correct copy of the original or a certified copy of the recorded instrument vesting that person or entity with an interest or ownership in the Lot, which copy shall remain in the files of the Association. A Member shall not be deemed to be in good standing nor shall he/she/it be entitled to vote at any annual or special meeting of Members unless this requirement is first met.

Section 9.02. Registration of Mailing Address. The Owner or several Owners of a Lot shall have the same registered mailing address and one (1) principal electronic email address to be used by the Association for the mailing and/or electronic transmittal (if allowed) of annual or monthly statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person or persons to be used by the Association. Such registered address of an Owner or Owners shall be deemed to be the mailing address of the Lot owned by such Owner or Owners unless a different registered address is furnished by such Owner(s) in writing to the Board within fifteen (15) days after transfer of title, or after a change of address. Such registration shall be in written form and signed by all Owners of the Lot or by such persons(s) as are authorized by law to represent the interest of all of the Owner(s) thereof.

ARTICLE X
GENERAL

Section 10.01. Assessments and Liens. As more fully provided in the Declaration, each Member shall pay to the Association annual, special and individual special assessments which are secured by a continuing lien upon the lot against which the assessment is made. The Board may suspend a Member's privilege to vote, and such Member shall not be deemed to be in good standing, if such Member has unpaid assessments, attorneys' fees or costs of collection on his/her account at the time the membership list is compiled in accordance with Section 4.09 hereof.

Section 10.02. Abatement and Enjoyment. The violation of any rule or regulation, or the breach of any Bylaw or any provision of the Declaration, shall give the Board the right, in addition to any other rights stated in the Declaration, the Certificate or herein, to enjoin, abate or remedy by appropriate legal proceeding, either at law or in equity, the continuance of such violation or breach.

Section 10.03. Committees. The Board may appoint an Architectural Control Committee, subject to the terms of and as provided in the Declaration, and a nominating committee, as provided in these Bylaws. In addition, the Board shall appoint other committees as deemed appropriate in carrying out the purposes of the Association.

Section 10.04. Books and Records. The books, records and accounts of the Association shall, at reasonable times upon reasonable written notice, be subject to inspection by any Member at such Member's sole cost and expense in accordance with the Code and applicable law. The Declaration, the Certificate, the Bylaws and Resolutions and minutes of meetings of the Members and the Board shall be available for inspection by any Member at the principal office of the Association, and copies of such documents may be purchased from the Association at a reasonable cost.

Section 10.05. Non-Profit Association. This Association is not organized for profit. No Member of the Association, member of the Board, officer 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 as salary or compensation to, or distributed to, or inure to the benefit of, any member of the Board, officer or Member; provided, however, that (1) reasonable compensation may be paid to any Member, Director or officer while acting as an agent or employee of a third party for services rendered to the Association in effecting one or more of the purposes of the Association, and (2) any Member, Director or officer may, from time to time, be reimbursed for his/her actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

Section 10.06. Execution of Documents. The persons who shall be authorized to execute any and all contracts, documents, instruments of conveyance or encumbrances, including promissory notes, shall be the President or any Vice President, and the Secretary or any assistant Secretary, of the Association.

Section 10.07. Conflicting or Invalid Provisions. Notwithstanding anything contained herein to the contrary, should all or part of any Article or Section of these Bylaws conflict with the provisions of the Declaration, the Code or any other applicable law, the Declaration, the Code and/or such law shall control, and should any part of these Bylaws be invalid or inoperative for any reason, the remaining parts, so far as is possible and reasonable, shall be valid and operative.

TO THE EXTENT OF ANY CONFLICT BETWEEN THIS SECTION 10.07 AND ANY OTHER PROVISION OF THESE BYLAWS, THIS SECTION 10.07 SHALL

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TO THE EXTENT OF ANY CONFLICT BETWEEN THIS SECTION 10.07 AND ANY OTHER PROVISION OF THESE BYLAWS, THIS SECTION 10.07 SHALL

CONTROL. IN SOME INSTANCES, THE MANDATORY REQUIREMENTS OF ANY GOVERNMENTAL ENTITY, STATUTE, RULE, REGULATION, ORDINANCE OR PLANNED DEVELOPMENT GERMANE TO OR HAVING VALID JURISDICTION OVER THE SUBJECT MATTER OF THESE BYLAWS (COLLECTIVELY THE "GOVERNMENTAL REQUIREMENTS") MAY BE MORE OR LESS RESTRICTIVE THAN THE PROVISIONS OR REQUIREMENTS OF THESE BYLAWS. COMPONENTS OF THE GOVERNMENTAL REQUIREMENTS WILL CHANGE OVER TIME. IN THE EVENT A CONFLICT EXISTS BETWEEN ANY GOVERNMENTAL REQUIREMENT AND ANY PROVISION OR REQUIREMENT OF THESE BYLAWS, THE MOST RESTRICTIVE PROVISION OR REQUIREMENT SHALL PREVAIL, EXCEPT IN CIRCUMSTANCES WHERE COMPLIANCE WITH A MORE RESTRICTIVE PROVISION OR REQUIREMENT OF THESE BYLAWS WOULD RESULT IN VIOLATION OF AN APPLICABLE GOVERNMENTAL REQUIREMENT, IN WHICH EVENT SUCH GOVERNMENTAL REQUIREMENT SHALL APPLY. COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS WILL NOT RESULT IN THE BREACH OF THESE BYLAWS EVEN THOUGH SUCH COMPLIANCE MAY RESULT IN NONCOMPLIANCE WITH PROVISIONS OR REQUIREMENTS OF THESE BYLAWS. WHERE A GOVERNMENTAL REQUIREMENT DOES NOT CLEARLY CONFLICT WITH THE PROVISIONS OR REQUIREMENTS OF THESE BYLAWS, BUT PERMITS (EXPRESSLY OR BY OMISSION) ACTION THAT IS DIFFERENT FROM THAT PROVIDED FOR OR REQUIRED BY THESE BYLAWS, THE PROVISIONS AND REQUIREMENTS OF THESE BYLAWS SHALL PREVAIL AND CONTROL.

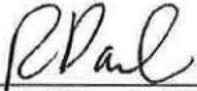
Section 10.08. Notices. All notices to Members of the Association shall be given by delivering the same to each Member in person or by depositing the notice in the U.S. Mail, postage prepaid, addressed to each Member at the address according to the records of the Association. If a Member fails to give an address to the Secretary for mailing of such notices, all such notices shall be sent to the street address of the Lot of such Member. All Members shall be deemed to have been given notice of the meetings upon the proper mailing of the notices to such addresses irrespective of the actual receipt of the notices.

Section 10.09. Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year of the Association shall begin on the date of organization of the Association.

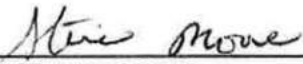
Section 10.10. Electronic Communication. To the extent allowed under applicable law and not specifically inconsistent with the Declaration, the Certificate and/or these Bylaws, the Association, Board, Officers, representatives and Members may utilize, to the greatest extent possible, accepted electronic communication means for Association information, notices, events, budgets and other Association business, including without limitation email communications, websites and similar means now existing or hereafter created. Subject to applicable law, the Board shall have the

authority, from time to time, to promulgate, disseminate and oversee rules and standards for electronic communications.

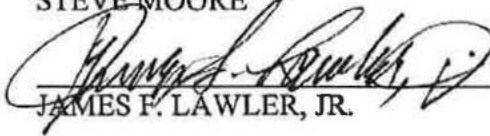
IN WITNESS WHEREOF, the undersigned, being all of the initial Directors of Boswell Ranch Estates Homeowners Association, Inc. hereby adopt the foregoing Bylaws for the Association to be effective as of August 17, 2017



RANDY L. PACK



STEVE MOORE



JAMES F. LAWLER, JR.