

BYLAWS
OF
WALNUT MEADOWS HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 1
NAME, PRINCIPAL OFFICE, AND DEFINITIONS

1.1 **Name.** The name of the Association is Walnut Meadows Homeowners' Association, Inc., a Texas non-profit corporation (the "**Association**").

1.2 **Principal Office.** The principal office of the Association in the State of Texas shall be located in Tarrant County (the "**County**"). The Association may have such other offices as the Board of Directors of the Association (the "**Board**") may determine or as the affairs of the Association may require.

1.3 **Definitions.** Capitalized terms used herein but not defined shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for Walnut Meadows to be recorded in the Records of Tarrant County (the "**Declaration**").

ARTICLE 2
ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

2.1 **Membership.** The Association shall have two (2) classes of membership, as more fully set forth in Section 5.2 of the Declaration. The terms of the Declaration pertaining to membership are specifically incorporated herein by reference.

2.2 **Place of Meeting.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board either within the Subdivision or as convenient thereto as possible and practical.

2.3 **Annual Meetings.** The first meeting of the Association, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. Meetings shall be of the Members entitled to vote or their alternates (the "**Voting Members**"). Subsequent regular annual meetings shall be set by the Board so as to occur no earlier than one hundred (100) but not more than two hundred fifty (250) days after the close of the Association's fiscal year on a date and at a time set by the Board.

2.4 **Special Meetings.** The President of the Board may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board or upon a petition signed by Voting Members representing at least fifty percent (50%) of the total Class A Members. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

2.5 **Notice of Meetings.** Except as otherwise provided in the Declaration, written or printed notice stating the place, day, and hour of the meeting of the Voting Members shall be delivered, either personally or by mail, to each Voting Member, not less than five (5) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President or the Secretary of the Board or the officers or persons calling the meeting. Any notice of a meeting required or permitted to be given to any Member

that is mailed shall be deemed to have been properly delivered twenty-four (24) hours after deposited in the United States Mail, postage prepaid, and addressed to the address of the Member as it appears on the records of the Association.

2.6 **Waiver of Notice.** Waiver of notice of a meeting of a Voting Member shall be deemed the equivalent of proper notice. Any Voting Member may, in writing, waive notice of any meeting of the Voting Members, either before or after such meeting. Attendance at a meeting by a Voting Member shall be deemed waiver of notice of the time, date, and place thereof, unless such Voting Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at such meeting unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

2.7 **Reconvened Meetings.** If any annual or special meeting of the Association cannot be held because a quorum is not present, a majority of the Voting Members who are present at such meeting, either in person or by proxy, may reconvene the meeting by giving notice in accordance with the last sentence of this Section 2.7. At the reconvened meeting, a quorum shall constitute one-half (1/2) of the quorum required at the original meeting, and if such number of votes are present, any business which might have been transacted at the meeting originally called may be transacted. If one-half (1/2) of the quorum required at the original meeting are not present at such reconvened meeting, then a majority of the Voting Members who are present at such reconvened meeting, either in person or by proxy, may again reconvene such meeting. At the second reconvened meeting, a quorum shall constitute ten percent (10%) of the eligible total votes of all Voting Members. Notice of the time and place for reconvening any meeting must be given in the same manner prescribed for the meeting that is being reconvened.

2.8 **Voting.** The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein. Except as otherwise specifically provided herein or in the Declaration, the vote allocated to each Lot shall be cast only by the Voting Member. No cumulative voting shall be allowed.

2.9 **Proxies.** Voting Members may vote by proxy as permitted by the Texas Non-Profit Corporation Act.

2.10 **Majority.** As used in these Bylaws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total eligible number.

2.11 **Quorum.** Except as provided in Section 2.7 with respect to a reconvened meeting, the presence in person or by proxy of twenty-five percent (25%) of the eligible total votes of all Voting Members shall constitute a quorum at all meetings of the Association.

2.12 **Conduct of Meetings.** The President or its designee shall preside over all meetings of the Association, and the Secretary or its designee shall keep the minutes of each meeting and record in a minute book all resolutions adopted at each meeting, as well as a record of all transactions occurring at each meeting.

2.13 **Action Without a Meeting.** Any action required by law to be taken at a meeting of the Voting Members, or any action which may be taken at a meeting of the Voting Members, may be taken without a meeting if written consent setting forth the action so taken is signed by a number of Voting Members sufficient to take such action as if all Voting Members were present and voted on such action.

ARTICLE 3
BOARD: NUMBER, POWERS, MEETINGS, COMPOSITION AND SELECTION

3.1 **Governing Body; Composition.** The affairs of the Association shall be governed by the Board of Directors, each of whom shall have one (1) vote. Except with respect to the initial Directors appointed in the Articles of Incorporation, the Directors shall be Members or spouses of Members; provided, however, no person and his or her spouse may serve on the Board at the same time. In the case of a Member which is a corporation or partnership, the person designated in writing to the Secretary of the Association as the representative of such corporation or partnership shall be eligible to serve as a Director.

3.2 **Number of Directors.** The number of Directors in the Association shall not be less than three (3) nor more than five (5). The initial Board shall consist of three (3) Directors as identified in the Articles of Incorporation. The Board may be increased in size by majority vote of the then-existing Board.

3.3 **Election and Term of Office.**

3.3.1 At the first annual meeting of the Members, the Voting Members may elect three (3) new Directors to replace the initial Directors. At such election, one (1) Director shall be elected for a term of one (1) year and two (2) Directors shall be elected for a term of two (2) years under such procedures as the Board may determine. At each annual meeting thereafter, successors for each Director whose term is expiring shall be elected to serve for a term of two (2) years.

3.3.2 Each Voting Member shall be entitled to cast all votes attributable to the Lots which it represents with respect to each vacancy to be filled from each slate on which such Voting Member is entitled to vote. There shall be no cumulative voting. The candidate(s) receiving the most votes shall be elected. The Directors elected by the Voting Members shall hold office until their respective successors have been elected by the Association. Directors may be elected to serve any number of consecutive terms.

3.4 **Removal of Directors and Vacancies.** Any Director elected by the Voting Members may be removed, with or without cause, by a majority of the Class A Members and the Class B Members of the Association. Any Director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a Director, a successor shall then and there be elected by the remaining Directors.

Any Director elected by the Voting Members who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any Assessment or other charge due to the Association for more than thirty (30) days may be removed by a majority of the Directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. In the event of the death, disability, or resignation of a Director, a vacancy may be declared by the Board, and it may appoint a successor to fill the vacancy for the remainder of the term.

3.5 **Organizational Meetings.** The first meeting of the Board following each annual meeting of the membership shall be held within three (3) months after such meeting of the membership at such time and place as shall be fixed by the Board.

3.6 **Regular Meetings.** 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 at least one (1) such meeting shall be held during each fiscal year. Notice of the time and place of the meeting shall be communicated to Directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to the holding of such meeting.

3.7 **Special Meetings.** Special meetings of the Board shall be held when called by written notice signed by the President or by any two (2) Directors. The notice shall specify the time and place of the meeting. The notice shall be given to each Director by one of the following methods: 3.7.1 by personal delivery; 3.7.2 written notice by first class mail, postage prepaid; 3.7.3 telephone communication, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director; 3.7.4 electronic communication addressed to the Director at its home or office; or 3.7.5 by fax, charges prepaid. All such notices shall be given at the Director's telephone number or sent to the Director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, email or fax, shall be delivered, telephoned, emailed or faxed at least seventy-two (72) hours before the time set for the meeting.

3.8 **Waiver of Notice.** The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if 3.8.1 a quorum is present, and 3.8.2 either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.9 **Quorum of Board.** At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board. If any meeting of the Board cannot be held because a quorum is not present, a majority of the Directors who are present at such meeting may adjourn the meeting to a time not less than one (1) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.10 **Compensation.** No Director shall receive any compensation from the Association for acting as such unless approved by Voting Members representing a majority of the total votes of the Association at a regular or special meeting of the Association; provided any Director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Directors.

3.11 **Conduct of Meetings.** The President or its designee shall preside over all meetings of the Board, and the Secretary or its designee shall keep a minute book of meetings of the Board, recording therein all resolutions adopted by the Board and all transactions and proceedings occurring at such meetings.

3.12 **Action Without a Formal Meeting.** Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by a number of Directors sufficient to take such action as if all Directors were present and voted on such action.

3.13 **Powers.** The Board shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do or cause to be done all acts and things as are not directed to be done and exercised exclusively by the Voting Members or the membership generally by the Declaration, Articles of Incorporation, or these Bylaws. The Board may delegate to one of its members the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager of the Association, if any, which might arise between meetings of the Board.

3.14 **Management.** The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board by these Bylaws that can properly be delegated. Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

3.15 **Accounts and Reports.** The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

3.15.1 accrual accounting, as defined by generally accepted accounting principles, shall be employed;

3.15.2 accounting and controls should conform to generally accepted accounting principles;

3.15.3 cash accounts of the Association shall not be commingled with any other accounts;

3.15.4 no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commission, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association;

3.15.5 any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board;

3.15.6 financial reports shall be prepared for the Association at least annually containing:

3.15.6.1 an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

3.15.6.2 a statement reflecting all cash receipts and disbursements for the preceding period;

3.15.6.3 a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

3.15.6.4 a balance sheet as of the last day of the preceding period; and

3.15.6.5 a delinquency report listing all Owners who are delinquent in paying any Assessments at the time of the report and describing the status of any action to collect such Assessments which remain delinquent. For purposes of this Section 3.15(6)(5) only, any Assessment shall be considered delinquent on the thirtieth (30th) day following the due date unless otherwise determined by the Board; and

3.15.7 an annual report consisting of at least the following shall be available to all Members within one hundred twenty (120) days after the close of the fiscal year: 3.15.7.1 a balance sheet; 3.15.7.2 an operating (income) statement; and 3.15.7.3 a statement of changes in financial position for the fiscal year.

3.16 **Borrowing.** The Board shall have the power to borrow money for the purpose of maintenance, repair or restoration of Common Areas without the approval of the Voting Members. The Board shall also have the power to borrow money for other purposes; provided, the Board shall obtain Voting Member approval in the same manner provided in the Declaration for Special Assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities and the total amount of such borrowing exceeds or would exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

3.17 **Rights of the Association.** With respect to the Common Areas, and in accordance with the Articles of Incorporation and the Declaration, the Association shall have the right to contract with any person for the performance of various duties and functions. Such agreements shall require the consent of a majority of Directors of the Association.

3.18 **Enforcement.** The Board shall have the power to impose reasonable fines as provided in the Declaration, which shall constitute a lien upon the Lot of the violating Owner, as provided in the Declaration, and to suspend an Owner's right to vote or any person's right to use the Common Areas for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted by the Association. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be a waiver of the right of the Board to do so thereafter.

3.18.1 **Notice.** Prior to imposition of any sanction hereunder, the Board or its delegate shall serve the alleged violator with written notice describing 3.18.1.1 the nature of the alleged violation, 3.18.1.2 the proposed sanction to be imposed, 3.18.1.3 a period of not less than thirty (30) days within which the alleged violator may present a written request to the Covenants Committee (as defined in Section 5.2), if any, or Board for a hearing and 3.18.1.4 a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within thirty (30) days of the notice. If a timely challenge is not made, the Board may, without further notice, impose the sanction stated in the notice.

3.18.2 **Hearing.** If a hearing is requested within the allotted thirty (30) day period, the hearing shall be held in executive session affording the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director, or agent who delivered such notice. The notice requirement shall be satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board or the Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten (30) day period. Such suspension shall not constitute a waiver of the right to sanction violations of the same or other provisions and rules by any person.

3.18.3 **Appeal.** Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the managing agent or manager, if any, President or Secretary within thirty (30) days after the hearing date.

3.19 **Additional Enforcement Rights.** The Association, acting through the Board, may elect to enforce any provision of the Declaration, these Bylaws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations), or by suit at law or in equity to enjoin any violation or to recover monetary damages or both, or by an action to foreclose the lien against any Lot, without the necessity of compliance with the procedure set forth above. In addition, the Association, acting through the Board, may elect to enforce any remedy provided by the Declaration or these Bylaws for the collection of delinquent Assessments without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' fees and expenses actually incurred.

ARTICLE 4 OFFICERS

4.1 **Officers.** The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, to be elected from among the members of the Board. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

4.2 **Election, Term of Office, and Vacancies.** The officers of the Association shall be elected annually by the Board at the first meeting of the Board following each annual meeting of the Voting Members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

4.3 **Removal.** Any officer may be removed by the Board whenever, in the Board's judgment, the best interests of the Association shall be served thereby.

4.4 **Powers and Duties.** The officers of the Association shall each have such powers and duties as generally associated with their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget and reports as provided for herein and may delegate all or part of the preparation and notification duties to a finance committee, managing agent, or both.

4.5 **Resignation.** Any 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 of the receipt of such notice or at any later time specified herein.

4.6 **Agreements, Contracts, Deeds, Leases, Checks, Etc.** All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board.

ARTICLE 5 COMMITTEES

5.1 **General.** The Board is authorized to establish committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Each committee established by the Board shall operate in accordance with the terms of the resolution of the Board designating the committee and such rules as are adopted by the Board.

5.2 **Covenants Committee.** The Board may appoint a "**Covenants Committee**" consisting of at least five (5) and no more than seven (7) Voting Members, who shall be appointed to serve a term of one (1) year and may, in the discretion of the Board, be appointed for any number of consecutive terms of one (1) year each. Acting in accordance with the provisions of the Declaration, these Bylaws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Section 3.18.

ARTICLE 6 MISCELLANEOUS

6.1 **Fiscal Year.** The fiscal year of the Association shall be set by resolution of the Board. In the absence of a resolution, the fiscal year shall be the calendar year.

6.2 **Conflicts.** If there are conflicts between the provisions of Texas law, the Articles of Incorporation, the Declaration, and/or these Bylaws, then the provisions of Texas law, the Declaration, the Articles of Incorporation, and these Bylaws (in that order) shall prevail.

6.3 **Books and Records.**

6.3.1 **Inspection by Members and Mortgagees.** The Declaration, Bylaws, Articles of Incorporation, any amendments to the foregoing, the rules and regulations of the Association, the membership register, books of account, and the minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any lienholder at any reasonable time during reasonable business hours and for a purpose reasonably related to his or her interest in the Lot at the office of the Association or at such other place within the Subdivision as the Board may prescribe. The Board may impose a reasonable fee for costs of copying any such information, which shall be payable in advance.

6.3.2 **Rules for Inspection.** The Board shall establish reasonable rules with respect to:
6.3.2.1 notice to be given to the custodian of the records; 6.3.2.2 hours and days of the week when such an inspection may be made; and 6.3.2.3 payment of the cost of reproducing copies of documents requested.

6.3.3 **Inspection by Directors.** Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

6.4 **Notices.** Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been properly delivered if delivered personally or if sent by United States Mail, twenty-four (24) hours after deposited in the United States Mail, first class postage prepaid:

6.4.1 if to a member or Voting Member, at the address which the member or Voting Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the last known address of the person who appears as Owner in the public records at the time of such mailing; or

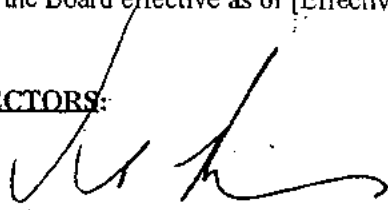
6.4.2 if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.


6.5 **Amendment.** The Declaration may only be amended pursuant to its provisions. These Bylaws may be amended or modified upon the express consent of at least sixty-six and two-thirds percent (66-2/3%) of the outstanding votes of each class of Members entitled to vote present at a meeting at which a quorum is present; provided, however, so long as Declarant continues as a Class B Member, these Bylaws may not be amended without first obtaining the prior written consent of Declarant as evidenced by Declarant's execution of the amendment instrument. Notwithstanding the foregoing, Declarant shall have the right to execute amendments to these Bylaws without the consent or approval of any other party (i) at any time while Declarant continues as a Class B Member, (ii) to correct technical errors, (iii) to cause these Bylaws to be in compliance with any and all applicable laws, rules, and regulations of any applicable governmental authority, including the FHA and VA, or (iv) to clarify any provision hereof. In addition, as long as there remains any Class B Member and any first lien mortgage is in effect with respect to any Lot which is insured by FHA or VA, then any amendment to these Bylaws may require the prior approval of the FHA or VA if such approval is required under then applicable FHA or VA regulations.

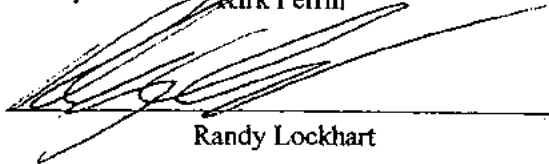
If an Owner consents to an amendment to these Bylaws, it will be conclusively presumed that such Owner has the authority to so consent and no contrary provision in any mortgage or contract between Owner and a third party will affect the validity of such amendment.

The undersigned hereby certify that the foregoing set of Bylaws was unanimously adopted as the Bylaws of Walnut Meadows Homeowners' Association, Inc. by the Board effective as of [Effective Date of CCRs].

DIRECTORS:



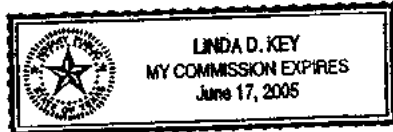
Vincent Piras


Kirk Perrin


Randy Lockhart

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on FEB 7, 2003, by Vincent Piras, Director of Walnut Meadows Homeowners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

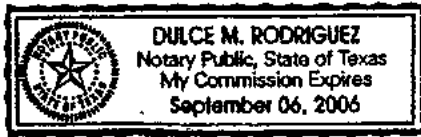


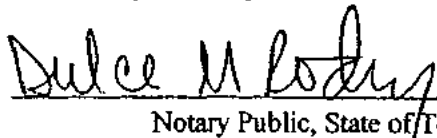


Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on Feb 11, 2003, by Kirk Perrin, Director of Walnut Meadows Homeowners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

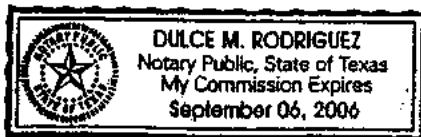


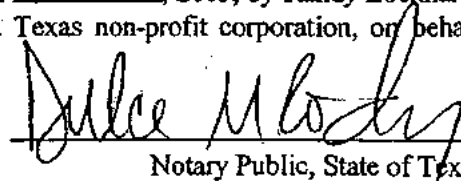


Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on Feb 11, 2003, by Randy Lockhart, Director of Walnut Meadows Homeowners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation.





Notary Public, State of Texas

EXHIBIT F-1
Summaries of Disclosures

By its acquisition and ownership of a Lot in the Property, each Owner acknowledges that:

(a) due to the topography of its Lot and the Property, water will, at times, flow through and over portions of its Lot from adjacent and surrounding Lots in order to achieve positive drainage away from its Residence and all applicable Lots. No adverse action may be taken by said Owner(s) to the detriment of this positive drainage on its or adjacent Lots. Because its Lot may have "back-to-front" or "front-to-back" drainage, there may be a swale or swales over various portions of its Lot due. The depth and width of any swales will vary depending on the elevations of its and adjacent Lots. The front and the rear portions of its Lot will not be level and no adjustments to the depth or severity of any swales should be made due to cosmetic or aesthetic concerns. Any alterations made after closing to any swales or drainage patterns by an Owner may impact the drainage as well as any applicable foundation warranty.

(b) the property adjacent to Walnut Meadows is not owned or controlled by Declarant and Owner has hereby been advised to consult with the applicable departments of the City for any changes to and/or specific zoning information regarding its Lot, the Property and the zoning or proposed (re-)zoning of any adjacent property. It is also understood that there are no oral, written or implied representations or warranties regarding conditions such as traffic, noise, school attendance zones, zoning or development related to its Lot, the Property or adjoining properties.

(c) its lot falls under the jurisdiction of the Walnut Meadows Homeowners' Association, Inc. which requires mandatory affiliation thereto, including the payment of an annual fee (which may be payable on a quarterly or other basis) per Article 6 of the Declaration. In conjunction therewith, a proforma budget reflecting an estimate of the Association's expenses for a full year of operation is attached. It may also incur a working capital contribution fee and a transfer fee per Article 6 of the Declaration, which it understands should be further reviewed for more detailed information regarding Association dues, assessments and restrictions.

(d) it is anticipated that each Lot will be serviced by Oncor for electrical, by TXU Gas Company for gas, by Southwestern Bell Telephone for telephone service, and by AT&T Broadband for cable service, although other service providers may utilize the utility easements and/or public rights-of-way throughout the Property.

(e) it understands and agrees that neither Declarant nor Builder has any responsibility as to the present condition or future maintenance of any trees on its Lot. Furthermore, it is understood that neither Declarant nor Builder makes any assurances, implied or stated, in regard to the survival of any trees during the construction process of building and completing a Residence on its Lot. It is also acknowledged that neither Declarant nor Builder has any liability consideration on trees either during construction or after a Residence is purchased and occupied on the Lot. It is further understood that each Owner assumes all responsibility for the maintenance and the condition of any trees on his Lot.

(f) it understands that failure to submit and obtain prior written ACC approval of plans and specifications for any modifications or additions to its Residence or any Structure on its Lot may result in the imposition of fines against the Owner and/or the removal of such modifications or additions at Owner's expense.

(g) there is no prescribed time for the construction or marketing by Builder or Declarant of a Residence on any Lot or the Lot itself. It is also understood that Builder and Declarant make no assurances regarding any established period of time during which Lots near the model homes or trailers of any Builder will remain vacant since the utility of such homes or trailers is of an indeterminate length of time.

(h) it should direct any issues, concerns or questions regarding the Common Area or the Association to the Managing Agent, whose name can be obtained by contacting the Builder or Declarant.

EXHIBIT F-2
Budget

WALNUT MEADOWS HOMEOWNERS ASSOCIATION, INC.
 PROFORMA COMPLETION BUDGET
 DRAFT #2 1/15/2003

INCOME

	Annual Assessment	59 Lots at 520.00	30,680
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TOTAL INCOME			30,680
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EXPENSES

UTILITIES

	Electricity		2,400
	Water/Sewer		2,600

TOTAL UTILITIES/COMMON AREA			5,000
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GROUNDS & BUILDING

	Irrigation Repairs		500
	Landscape Maintenance		5,000
	Landscape Improvements/Color		1,000
	Electrical Repairs		500
	Common Area Maintenance		500
	Limited Access Gate Repairs		1,500
	Limited Access Phone Line		600

TOTAL GROUNDS & BUILDING			9,600
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GENERAL & ADMINISTRATIVE

	Professional Management		8,400
	Legal Fees		500
	Audit & Accounting		1,300
	Administrative Supplies/Postage		400

TOTAL GENERAL & ADMINISTRATIVE			10,600
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INSURANCE & TAXES

	Gen. Liability/Property Insurance		2,000
	D&O Insurance		800
	Property Tax		100
	Corporate Income Tax		200

TOTAL INSURANCE			3,100
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TOTAL EXPENSES			28,300
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SURPLUS (DEFICIT) AVAILABLE FOR REPLACEMENT RESERVE			2,380
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NET SURPLUS REPLACEMENT RESERVE			2,380
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NET SURPLUS (DEFICIT)			0
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EXHIBIT F-3
Budget Narrative

Walnut Meadows Homeowners Association, Inc.
Budget Narrative

INCOME

Association Assessments Estimate of association dues from all homeowners (59 lots at \$520.00 per year)

EXPENSES

Electricity Estimate for common area electrical services.

Water/Sewer Estimate for common area water/sewer services.

Irrigation Repairs Estimate for common area sprinkler repairs.

Landscape Maintenance Estimate for common area maintenance contract.

Landscape Improvements Estimate for seasonal color changes in the common area, and other landscape additions and replacements.

Electrical Repairs Estimate for electrical repairs made in common areas that fall under the Association's responsibility.

Common Area Maintenance Estimate for any additional maintenance to the common areas.

Limited Access Gate Repairs Estimate for repairs to the Access Gate.

Limited Access Phone Line Estimate for the phone service to operate the Access Gate.

Professional Management Contract for professional management services by SBB Management Company.

Legal Fees Estimate for Association legal expenses.

Audit & Accounting Estimate of the cost for an independent audit of the Association's balance sheet and the related statements of revenue and expenses.

Administrative Supplies/Postage Estimate for supplies necessary for Association business such as postage, bank charges, homeowner correspondence, and other miscellaneous expenses as incurred.

Association Insurances Estimate for premium costs for insurance required by the Declaration of Covenants, Conditions and Restrictions. (i.e., Property and Liability Insurance - protection for the property, Directors and Officers Insurance - protection for the Board of Directors conducting association business.)

Taxes Estimate of Franchise, Income and Property Taxes.

Net Operating Surplus (Deficit) Net surplus or net deficit.

Net Surplus Replacement Reserves Per the Capital Budget reserve funding for future replacements.

D203055327
ALAMO TITLE CO
2827 PARK ROW
ARLINGTON TX 76013

-W A R N I N G-T H I S I S P A R T O F T H E O F F I C I A L R E C O R D--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- C O U N T Y C L E R K
O F F I C I A L R E C E I P T

T O: ALAMO TITLE CO

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
203186447	DR92	PM	02/11/2003	14:21

	INSTRUMENT	FEECD	INDEXED	TIME	RECVD
1	D203055327	WD	20030211	14:21	CG

T O T A L : D O C U M E N T S : 01 F E E S : 101.00

B Y: _____

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.