



REFLECTIONS OF WALNUT CREEK I

HOMEOWNERS' ASSOCIATION

HANDBOOK OF RULES AND REGULATIONS

This handbook is for convenient reference. It does not replace or supersede the Association's Declaration of Bylaws.

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## COMMON ELEMENTS

1. No resident may store materials or objects of any kind on the general common elements or parking spaces without prior consent from the Board of Directors. This includes, but is not limited to, rubbish, plant waste, building materials, tools, etc.
2. No resident may place litter, rubbish, or other unsightly substances anywhere on the common elements except in the containers provided by the Association.
3. No resident may commit any action which produces a noxious odor including disposing of excessively pungent trash in the containers provided by the Association.
4. Owners are responsible for violations committed by their guests or tenants. Owners are liable for damage done by guests or tenants.
5. No resident may commit any action which detracts from the visual attractiveness of Reflections of Walnut Creek I.
6. There will be no changes in landscaping of the general common elements without permission from the Board.
7. All toys, recreational equipment, bicycles and the like must be stored from sight by sunset.
8. No resident may commit any action which presents a danger to other residents, their property, or the common elements.
9. No fires are permitted in the common elements.
10. No resident may store anything on the common elements or inside of his/her unit, nor commit any action which raises the rates of or invalidates Association insurance policies.
11. No resident may commit any action which interferes with the television reception of another resident.
12. No resident may commit any actions which may be or become an unreasonable annoyance or nuisance to any other resident.
13. No motorized vehicles may be kept or operated anywhere on the general common elements except in the parking lot.
14. No buildings of a temporary or permanent nature may be erected in the common elements without the prior written consent of the Board.

15. No one may commit any action which produces a loud noise in the common elements except the operation of security devices used for security purposes. This includes, but is not limited to, the operation of power tools, the revving of engines, the use of fireworks, etc.

16. No clothing or household fabrics may be dried or aired in such a way as to be visible to other residents.

17. The use, maintenance and function of the common elements shall not be obstructed, damaged or reasonably interfered with by any resident.

18. No resident may paint or varnish furniture or other objects anywhere in the common elements, except within the confines of a patio.

19. No firearms, BB guns, bows or other objects which can be used as weapons may be operated in the common elements.

20. All broken windows, screens, etc. must be replaced within fourteen (14) days.

21. The planting of gardens, trees, shrubs, etc. in the common elements is permitted provide that:

A. The resident who is planting said items has the prior written consent of the Board.

B. The resident planting said items supplies all maintenance and cost for said items.

C. The resident does not allow them to damage any unit, detract from the visual attractiveness of Reflections of Walnut Creek I, become a nuisance to any other owner, or interfere with maintenance of the common elements.

D. The planting of said items does not conflict with any of the other rules governing the common elements.

## PARKING LOT

1. The parking lot of Reflections of Walnut Creek I is only to be used by residents, their guest, and service people.
2. No large commercial trucks or trailers may be parked in the parking lot, except those performing services for residents or the Association; however, these trucks and trailers must be removed upon completion of their duties.
3. Residents of any one unit wishing to keep more than two cars in the parking lot must keep their additional cars in the guest parking spaces. Guest parking spaces are defined per attached diagram.
4. Any guest parked in a resident parking space must move his vehicle to guest parking space if asked to do so by a resident.
5. No vehicle may be parked anywhere in the parking lot except within marked parking spaces.
6. No vehicle may occupy more than one parking space of either type.
7. Motorcycles, motorbikes, motor scooters or other similar vehicles shall not be operated within the property except for the purpose of transportation directly from a parking space to a point outside the property, or from a point outside the property directly to a parking space.
8. No one may conduct auto repairs in the parking lot which require his or her vehicle to be left unattended on jacks, bricks or any other support structure.
9. No oil, anti-freeze, brake fluid, or other staining liquids may be spilled or poured on the parking lot as a result of auto repair.
10. No recreational vehicles including boats, mobile homes, campers, trailers, or any vehicles deemed by the Board of Directors to be a nuisance may be kept in the parking lot.
11. No inoperable or not currently licensed vehicles may be kept in the parking lot for periods longer than fourteen (14) days.
12. All vehicles operated in the parking lot may not be driven in such a manner as to present a danger to anyone on the property.

## ARCHITECTURAL CONTROL

1. No external architectural changes may be made to any unit without the prior written consent of the Board of Directors. This includes, but is not limited to, patio covers and solar screens.
2. Construction of any Board approved architectural change must be completed forty five (45) days after construction has begun.
3. No antennas can be mounted/installed on the exterior of the units.
4. No awning, sunroof, or shutter of any type is permitted.
5. All additions must be maintained in good condition by owners of any unit.

## PATIOS

1. No resident may store anything inside his/her unit, nor commit any actions which raises or invalidates Association insurance policies.
2. All unsightly objects stored on patios must be kept out of view from other units and the common elements.
3. Note that the addition of porches, etc., are considered as architectural changes. Regulations concerning this are listed in the architectural control section.
4. Nothing may be stored in the patio areas that constitutes a nuisance to another resident.
5. The planting of shrubs, flowers, etc., is permitted within patio areas provided that:
  - a. The planting of said items does not cause damage to any unit.
  - b. The planting of said items does not detract from the visual attractiveness of Reflections of Walnut Creek 1.
  - c. The planting of said items does not become a nuisance to the owners of any unit.

## POOL AREA

1. Swim at your own risk, no lifeguard on duty.
2. Pool & Spa for residents and their guests only.
3. Four guests per unit allowed.
4. Pool hours are 10:00 a.m. to 10:00 p.m.
5. Jacuzzi hours:     Sunday thru Thursday     10:00 a.m. to 11:00 p.m.  
                          Friday and Saturday        10:00 a.m. to 12:00 a.m.
6. No glass items are allowed in the pool area.
7. No one below the age of sixteen (16) is permitted to use the hot tub.
8. All residents using the pool area must wear proper bathing attire.
9. Pets are not allowed in the pool or pool area.
10. Pool furniture is not to be taken outside the fenced pool area.
11. All children under twelve (12) must be accompanied by an adult.
12. No one is allowed to climb over the fence of the pool area.
13. Diving is not permitted in either the pool or the hot tub.
14. Gates must be kept closed. Do not prop open.
15. No person with a communicable disease or illness is allowed in the pool or hot tub.
16. No unauthorized person may add any chemicals, dyes, bubble bath or any other substances to the pool or hot tub.
17. No loud music at the pool.
18. All of the rules for the common elements are also applicable to the pool area.
19. No one may use snorkel or scuba equipment in the pool or hot tub.

## PETS

1. Pets, other than those that can be considered household pets, may not be kept in Reflections of Walnut Creek I.
2. Large numbers of pets shall not be kept by residents of the complex. This will normally mean no more than two.
3. Any animal which becomes a nuisance must be permanently removed at the request of the Board. Nuisance shall include barking, scratching, etc.
4. No animals may be raised or bred for commercial purposes at Reflections of Walnut Creek I.
5. It shall be the duty of each pet's owner to clean up after his/her pet in the patio area as well as the common areas.
6. Pet owners are liable for damage done by their pets.
7. Pets are not allowed in the pool or pool area.
8. No pet may be left unattended outside the unit at any time.
9. A unit owner is responsible for any pets brought to the Reflections of Walnut Creek I by his/her guests or tenants.
10. All pets must be kept inside the unit, in the patio area or on a leash being held by a person capable of controlling the animal.

## SEASONAL DECORATIONS

1. Seasonal decorations should not be installed any earlier than six (6) weeks before and must be removed no later than one (1) month after the holiday which they celebrate.
2. Christmas lights may be installed on the eaves or porches of any unit so long as they are UL approved exterior lights.
3. No decorations which create a safety hazard shall be permitted.



## COMMERCIAL USE

1. All signs indicating that a unit is "For Sale" or "For Lease" shall be placed on the inside of that unit. All signs will be of commercial quality. Only two such signs shall be permitted per unit.
2. Signs indicating that there is an "Open House" may be placed at the entrances to the complex no earlier than one (1) hour before and must be removed no later than one (1) hour after the event.
3. No signs may be placed in such a manner as to be viewed from the common elements with the following exceptions:
  - a. Signs indicating a unit is "For Sale" or "For Lease".
  - b. Signs indicating an "Open House".
  - c. Security system window stickers.
  - d. Any sign which has written approval by the Board.
4. No unit may be used for any commercial purpose other than the following:
  - a. The sale or lease of the unit.
  - b. The maintaining of resident's personal or professional libraries and records.
  - c. The handling of personal business or professional phone calls or correspondence.

## RENTING OR LEASING

1. No unit owner may lease his/her unit for less than its entire space.
2. No unit owner may rent or lease his/her unit for a period of less than thirty (30) days.
3. Every unit owner whose unit is being leased must furnish a copy of the lease agreement to the Board of Directors or the Property Manager within ten (10) days. In this agreement, the renters or leasers must agree to abide by the rules and regulations of Reflections of Walnut Creek I and accept whatever penalties the Association assesses against them for violations of the rules.
4. Owners are responsible for rule violations as well as any damage done by their tenants and tenant's guests.
5. Out of state unit owners must be required to retain and use the services of a local leasing agent for leasing their units.
6. The maximum number of tenants per unit has been established at six persons for a three bedroom unit, four persons for a two bedroom unit and three persons for a one bedroom unit.

## RULES AND REGULATIONS

### ENFORCEMENT PROCEDURES

#### Step One:

- A violation letter will be mailed from the Managing Agent requesting corrective action immediately and not more than ten days from the date of the letter. If the violation is not corrected within the allotted time frame, or if a second violation of the same rule occurs within ninety days, then the Managing Agent is instructed to proceed with Step Two of the Reflections of Walnut Creek I Homeowner' Association Enforcement Procedure.
- When the resident receives the first letter they have the right to appeal to the Board of Directors. The resident may contact the Managing Agent and may attend the next regularly scheduled Board of Directors meeting or the resident may write a letter to the Board of Directors. No verbal statements will be accepted as formal requests.
- No enforcement costs for Step One.

#### Step Two:

- If the first violation is not corrected or another violation of the same rule occurs within ninety days, then the Managing Agent will write the violator a second letter requesting compliance by a certain date. This letter costs the homeowner a \$50.00 enforcement charge for secretarial/managerial time required in writing the second letter. If the violation can be corrected by maintenance staff, their time will be charged to the owner at \$25.00 per hour with a minimum of a one hour charge, with one-half hour increment charges thereafter. Any other costs incurred by the Association to enforce the rules such as towing, attorney's fees, etc., will be the cost of the homeowner.

#### Step Three:

- If enforcement or compliance is not accomplished by letters one or two, then the violation will be turned over to an attorney for enforcement. The owner of the unit will be responsible for all costs.

The above Enforcement Procedures are not exclusive. If the Board of Directors in its sole discretion determines that circumstances so warrant, it may proceed immediately, and without giving the above written notices to the owner/resident, to exercise any remedy provided in the Declaration or by law or equity, including turning the violation over to an attorney for enforcement and/or filing a lawsuit.

## DELINQUENCY COLLECTION

THIRTY DAYS DELINQUENT: The Property Manager sends out a computer-printed delinquency notice requesting payment.

FORTY-FIVE DAYS DELINQUENT: The Property Manager sends out a second notice stating the amount of the delinquency; the fact that the Homeowner's Association cannot loan the owner the money; and, that if he doesn't pay within 10 days or arrange a payment plan the matter will be turned over to an attorney for collection. This letter also states that the delinquent owner will be responsible for all attorney's fees.

SIXTY DAYS DELINQUENT: The delinquency is turned over to an attorney for collection. A lien warning letter is sent out by the attorney requesting that the owner pay the delinquent dues, attorney's fees, and interest or late charges by a certain date. If the attorney does not hear from the owner by the specified date, a lien will then be filed against the property.

OVER SEVENTY-FIVE DAYS DELINQUENT: The Property Manager will go to the Homeowner's Association Board of Directors for permission to proceed with foreclosure on the unit.

In addition to the above Delinquency Procedures, at any time after an Owner is 45 days delinquent paying the monthly Homeowner's dues or assessments, the Board has authorized the Property Manager to send a notice to the owner giving seven days to bring delinquency up to date or the water will be shut off. If an Owner receives a second water cut-off letter in a six month period, the Owner will be charged an additional administrative fee of \$50.

## INSURANCE DEDUCTIBLE

The Reflections of Walnut Creek I Homeowners Association carries a property insurance policy. It carries with it a deductible for each claim (in most cases). The following policy explains who would be responsible for the deductible, whether the unit owner or the Association.

1. Unit Owner pays the deductible (or full amount if damage is less than deductible) when:
  - A. Damage is due to negligence by the owner(s), tenant(s), or guest(s). Example: small water stain on ceiling is not reported, later it becomes a large stain and/or leak (i.e. repair of ceiling is owner's responsibility, repair of roof is Association's responsibility).
  - B. Damage is due to abuse, misuse, or vandalism by the owner(s), tenant(s), or guest(s).
  - C. Damage is caused by the pet(s) of the unit owner(s), tenant(s), or guest(s).
  - D. Damage is caused by lack of maintenance, improper use, or improper installation of utility lines, appliances or fixtures (whether electrical, mechanical or plumbing) by the unit owner(s), tenant(s), or guest(s). Example: air conditioner condensation line or icemaker line not maintained, as a result the line clogs and water backs up into the unit.
  - E. Damage is to interior surfaces (floor coverings or wall coverings) or interior areas which are the owners maintenance responsibility as defined in the Association's documents.
2. All glass breakage is entirely the responsibility of the owner. (The insurance policy does not provide any coverage for glass breakage and the declaration makes it the owner's responsibility.)
3. Association pays deductible when:
  - A. none of the above apply.

## WATER BILLINGS

Owner should contact the Association's Managing Agent to determine who currently manages the water billings to the units at Reflections ("water manager").

The monthly water bill is sent to the last known tenant. If a tenant is moving out, he/she should notify the water manager of the move-out date. Likewise, the water manager must be notified of a new tenant's move in date. If this procedure is not followed and if the final water bill is not paid in full by the due date, the owner will be notified of his/her obligation to pay for the water delinquency within 10 days. If the water manager does not receive full payment by the due date, the water will be locked off to the unit until full payment including a late fee and a \$50 reconnect charge is received.

It is advisable for owners to contact the Association's Managing Agent when a tenant moves out to determine if any water delinquency exists prior to refunding any security deposit. This is for your protection and to assure that the new tenant is not inconvenienced with a water lock off.

Please review the water billing procedure:

1. Bills are mailed the third week of every month.
2. Payment is due on the 1 st of the following month.
3. If payment is not received by the water manager by the 10th of the month, then a cut-off letter sent.
4. Water will be cut off on the 20th of the month if payment is not received.

Owners, please make sure your tenants are advised of this procedure.

**RENTAL REGULATIONS**  
**for**  
**REFLECTIONS OF WALNUT CREEK I CONDOMINIUMS**

**TO: Public and Prospective Purchasers of Reflections of Walnut Creek I Condominiums, as established in volume 8956, Page 277, Real Property Records, Travis County, Texas, as amended.**

**RENTAL REGULATIONS**

In order to promote higher property values for Reflections of Walnut Creek I Condominiums by limiting the number of condominium units occupied by renters rather than owners or their immediate family members, to promote a residential character for Reflections of Walnut Creek I Condominiums, and in order to promote the eligibility of Reflections of Walnut Creek I Condominiums for certain mortgage loans which contain limits on rental units in a condominium complex, the Board of Directors hereby passes the following Resolution under its power and authority to determine policy:

RESOLVED THAT no owner may allow more than one unit in which he has an ownership interest at Reflections of Walnut Creek I Condominiums to be occupied at any given time by anyone other than the owner or an immediate family member. An immediate family member is a parent, child or spouse of the owner. The term owner shall include individuals, partnerships, corporations and other business entities. If an individual or business entity has an ownership interest in other business entities, they shall all be considered as the same owner for the purposes of this regulation. The term owner shall not include the Reflections of Walnut Creek I Homeowner's Association, Inc. ("Association") following a foreclosure proceeding by the Association or any deed or other arrangement in lieu of foreclosure, which transfers title of a unit to the Association. The following units, which would be in violation of this regulation, will be "grandfathered" and will be exempt from the application of the above regulation until ownership of the unit is transferred to another person or entity:

Units 36 and 48 owned by Bernard Laves.

To meet special situations and to avoid undue hardship or practical difficulties, the Board of Directors may grant permission to an owner to lease his unit to a specified lessee for a period of not less than six consecutive months nor more than twelve consecutive months.

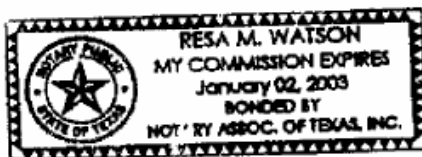
By way of example only to show the operation of the above regulation, assume John Doe is an owner listed on the deed for two separate units. Only one of those units may be rented at any given time. The other unit must be occupied by John Doe, an immediate family member, or remain vacant.

ADOPTED on this the 26 day of August, 2002 by Reflections of Walnut Creek I Homeowner's Association, Inc. Board of Directors.

By: Donna E. Bandy  
Printed Name: DONNA E. BANDY  
Title: President

THE STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on this 26 day of August 2002, by Donna E. Bandy, President of Reflections of Walnut Creek I Homeowners Association, Inc., a Texas Non-Profit Corporation, on behalf of said corporation.



Resa M. Watson  
Notary Public in and for The State of Texas

RETURN TO:  
Resa M. Watson  
Certified Management of Austin  
3007 Longhorn Blvd., Suite 100  
Austin, Texas 78758

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS

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TRAVIS COUNTY, TEXAS