

REFLECTIONS OF WALNUT CREEK II OWNERS ASSOCIATION, INC.



RULES AND REGULATIONS

MARCH 2017

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REFLECTIONS OF WALNUT CREEK II OWNERS ASSOCIATION, INC.

RULES AND REGULATIONS

1. INTRODUCTION

These Rules and Regulations apply to all homeowners (members) of the Reflections of Walnut Creek II Owners Association, a Texas non profit organization. They explain how the Association operates and the rules all homeowners, their family members, guests and tenants are expected to follow.

This document comprises a selection of the relevant clauses appearing in the Reflections of Walnut Creek II By-Laws and the Condominium Declaration, copies of which are furnished at the closing of a Unit purchase and with which every homeowner is legally obligated to comply, along with all City, State or Federal laws.

These Rules and Regulations are available on the website, as are the By-Laws and the Condominium Declaration. The website address is: www.reflectionsofwalnutcreek2.com.

2. DEFINITIONS

Association - Reflections of Walnut Creek II Owners' Association.

Board - Elected Board of Directors of Reflections of Walnut Creek II Owners Association responsible for the financial integrity and day-to-day operations of the Association.

Common Elements - All property and structures, except the interiors of the Units. They include "General Common Elements" and "Limited Common Elements."

General Common Elements - Exterior Unit structures, streets, gardens, recreation areas, fences, parking spaces, etc. All property and structures except for "Limited Common Elements."

Limited Common Elements - Storage rooms, porches and fenced patios. The portion of Common Elements reserved for the exclusive use of the Owner.

Motor Vehicle - A motorized vehicle having four (4) or fewer wheels that is used as a primary means of transport.

Owner – A person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, who owns the title deeds to one (1) or more Units.

Agent – An individual responsible to the Owner for performing duties related to leasing or selling a unit.

Property Manager - The managing agent under contract to the Association responsible for providing all services to the Association.

Unit - A single dwelling unit, the boundaries of which comprise the interior surfaces of the walls, floors, ceilings, windows, doors, and the air space. They include the interior construction, partitions, appliances, fixtures and fittings (such as wall and floor coverings, closets, cabinets), internal plumbing and lighting, etc.)

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3. ASSOCIATION GOVERNMENT

A. MEMBERSHIP

All Owners are mandatory members of the Association. The sources of funds are the monthly Association dues and interest earned on all Association accounts. Each Owner is responsible for the payment of monthly dues as instructed by the Property Manager. To be a member and to vote at Association meetings, Owners must be current with payment of dues and be of good standing with the Association.

B. DUES

The monthly assessment for each Unit is determined as a portion of the total annual budget. The calculation is based on the square footage of a Unit as a percentage of the total square footage of all Units. Special Assessments may be made from time to time in order to pay for major projects to be carried out on the Common Elements.

Payments are due the first day of each month and become delinquent if not received in the Property Manager's office by the 15th of each month. After that date late fees will be assessed. The collection procedures for delinquent dues are set out in detail in Section 10 of this document.

C. BOARD OF DIRECTORS

The Association is governed by a board of directors with a maximum of five members, elected by the Association to staggered, three-year terms. The Board is responsible for the hiring of the Property Manager, setting the annual budget, and all other matters of government set out in the By-Laws and Declaration, which are in turn governed by city, state or federal laws.

Owners in good standing with the Association are eligible to be elected to the Board with the following restrictions:

- a. A member of the Board may not have a financial interest in the matters of the Association and may not have any financial interest in or family relationship with any contractor appointed by the Association.
- b. Co-habitants and family members may not serve on the Board at the same time.

D. MEETINGS

a. Board Meetings

Board meetings are required to be held four (4) times a year and more frequently as necessary. They are open meetings and a notice of the date, time and place is posted at the mail kiosk. Owners are encouraged to attend Board meetings but sensitive items, such as delinquencies, contracts or any legal matters, are discussed in closed executive sessions.

b. Annual General and Special Meetings

An Annual General Meeting is usually held on the third Monday in May for which a quorum of members is necessary to transact business. Special Meetings can be called by one of three methods:

- by the President of the Board;
- by at least three officers of the Board; or

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- by a petition of at least ten percent (10%) of the Owners.

The official time, date and the agenda of each meeting must be transmitted to each Owner at least ten (10) days, but not more than twenty (20) days, prior to the date of the meeting.

c. Minutes

Full minutes of each Association and Board meeting are kept on file in the Property Manager's office as part of the official record of the Association. They are also posted at the mail kiosk and on the Association website.

d. Budget

The fiscal year of the Association follows the calendar year, January 1 through December 31. The budget is normally presented by the Property Manager and reviewed and approved by the Board. Unless there are substantial changes that require an increase in dues or a Special Assessment, the budget is presented at the Association's Annual General Meeting. If there is a substantial change, a Special Meeting may be called by the Board before the budget is made final. The budget and all financial records are available for inspection by Association members at the Property Manager's office during normal business hours.

D. CONTRACTS

Services are provided by small, independent contractors and incorporated businesses to carry out functions such as landscaping, garbage collection, pool maintenance, termite control and provision of Association insurance.

A copy of all contracts (and records pertaining to their administration) are kept in the Property Manager's office as part of the official record of the Association. Contracts are available for inspection by Association members at the Property Manager's office by appointment during normal business hours.

E. COMMITTEES

The Board has the responsibility for identifying projects that need to be researched and evaluated that require voluntary assistance from the Association membership. These volunteers are usually appointed at an Annual General Meeting. An Owner volunteering for a particular project has the option to work alone or of appointing other Owners to assist him or her.

4. OWNERS' RESPONSIBILITY

A. OCCUPANCY

Each Unit must be occupied or leased by the Owner as a residential dwelling. Use of a Unit for business purposes is restricted to keeping business records or accounts, or handling telephone calls or correspondence. It may not be used for businesses that would create daily traffic into and out of the property, child care services for example.

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B. INSURANCE

The Association maintains a multi-peril insurance policy for the Common Elements. The Owner of a Unit is responsible for contents insurance, casualty and public liability insurance coverage. It is suggested that Unit insurance be based on that for a stand-alone dwelling. Any insurance shall contain appropriate provisions for the insurer to waive its right of subrogation to any claims against Owners, their respective agents, family members, tenants or guests, or the Association.

C. CONTRACTORS

Owners must inform their contractor, or contractors, working in their Unit that they may not dispose of any type of waste in the onsite Association dumpsters.

D. INTERIOR WINDOW COVERINGS

Owners have thirty (30) days from the first day of occupancy to install appropriate window coverings. Coverings visible from the Unit's exterior must be in good condition and not detract from the appearance of the property. Blinds that are: bent, broken, discolored or otherwise in poor condition, reflective foil window coverings; and cracked, wrinkled or poorly installed window films are not permitted (this list is not inclusive). The Board shall have the right to review compliance with these requirements.

E. OFFENSIVE AND UNREASONABLE ACTIVITY

Each Owner shall always endeavor to observe and promote the cooperative purposes for which Reflections II was built. However, certain restrictions are in place to assist in this goal. These are:

- a. Owners must not carry out any activity that would be considered offensive or an unreasonable annoyance or nuisance to others.
- b. No loud noises are permitted such as the operation of noisy vehicles, outside speakers, horns, whistles or any other sound devices, apart from security alarms.
- c. No fireworks or open fires are permitted anywhere within the Common Elements (particularly within the Unit patio areas). Cigarette and cigar butts must be disposed of in an appropriate container. These are all serious fire hazards.

The Board has the right to decide what activity constitutes a nuisance and to require Owners, their families, guests and tenants to cease or remove the cause of the nuisance.

F. LEASING

a. Owners may not lease a Unit or any portion of a Unit for a period of less than six (6) months unless permission is sought and granted from the Board and the Owner complies with City and State ordinances. Owners may not lease a Unit or any portion of a Unit for commercial hotel or transient purposes, defined as a period of thirty (30) days.

b. All lease agreements must be in writing and must comply with all City and State ordinances, legislation and regulations governing residential leasing. Owners (or Agents) must also include a copy of the current Rules and Regulations as an addendum to a lease agreement. Every lease must also include wording to the effect that the tenant will be bound by and subject to

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obligations under the current Rules and Regulations, Association By-Laws and any other document pertaining to the government of the Association. The Owner (or Agent) must also forward to the Property Manager the name and contact information, car registration numbers and other information for security and safety reasons (see sample form overleaf) for each tenant no later than ten (10) days after all parties have signed a lease agreement.

c. Each Owner (or Agent) must include language in the lease informing the tenant of charges for water turn-on and shut-off and other services as set forth in regulations of the Texas Commission on Environmental Quality or its successor. All lease agreements between the Owner (or Agent) and the tenant shall clearly state that:

- the Unit is sub-metered and that the bills will be issued on that basis;
- charges for water consumption or wastewater for all Common Elements will be the responsibility of the Owner;
- any disputes relating to the computation of the tenant's bill and the accuracy of the sub-metering device will be resolved between the tenant and the Owner; and
- all lease agreements shall state that a reconnect fee may be applied if service to the tenant is disconnected for non-payment of bills.

G. SIGNS

Signs may be posted on the property as permitted below. Posting of any other signs requires the prior written consent of the Board.

- a. Permanent window stickers for security systems or other safety programs.
- b. A sign indicating a Unit is for sale or lease is allowed in one front window only.
- c. "Open House" and signs giving directions are permitted during the period of an open house and must be removed immediately after the event.

H. SATELLITE DISHES

- a. A satellite antenna dish which is over one meter(39 inches) in diameter is prohibited.
- b. An Owner, resident or Owner's tenant who wishes to install a satellite dish one meter or less in diameter must submit a written notice to the Board, in care of the Property Manager. This notice must include the installation plans for the satellite dish.
- c. Only one satellite dish per Unit is permitted.
- d. An Owner, resident or Owner's tenant may erect a satellite dish after written notification has been provided to the Property Manager (as in sub-section b. above) if the Owner has an exclusive use area in which to install the dish . This is the Limited Common Element to which only the Owner has the right of entry and use to the exclusion of all other Owners and Owners' tenants. An Owner may only install an antenna entirely within an exclusive use patio.
- e. No Owner, resident or Owner's tenant may install or erect a satellite dish on any privacy fencing surrounding the Limited Common Elements.

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INFORMATION FORM

Name(s): _____

Unit Address: 1411 Gracy Farms Lane, Unit: _____

Mailing Address (if different from above): _____

Home Telephone #: _____ Work Telephone #: _____

Cell Phone Telephone #: _____ Email: _____

Emergency Contact: _____

Contact Telephone #: _____ Email: _____

Vehicle License Plate Number(s): _____

I/we occupy the premises. This is a primary secondary home.

.....
 This is a rental property.

Management Company: _____

Contact Name: _____

Telephone #: _____ Email: _____

Tenant(s) Name (s): _____

Home Telephone #: _____ Work Telephone #: _____

Cell Phone Telephone #: _____ Email: _____

Vehicle License Plate Number(s): _____

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f. No satellite dish or any associated apparatus may protrude or extend into any General Common Element. The antenna must be entirely within the exclusive use area of the Owner's Unit. For example, if an antenna is erected on a patio, the antenna may not protrude or extend outside the patio unless that area is a Limited Common Element assigned to the Unit.

g. Upon notification from an Owner, resident or Owner's tenant of poor signal quality the Board, or the Property Manager on the Board's behalf, reserves the right to conduct a survey of the satellite dish site and the Limited Common Element assigned to the Unit. If other locations offering an acceptable signal quality are identified (as in sub-section f. above) the Owner, resident or Owner's tenant may have the dish re-located at an alternative site. In this event, the Owner shall be liable for the cost of repairing any damage incurred in the re-siting of the original dish, or for removing the original dish and erecting a new dish at the alternative site .

h. If the Board determines that any dish location or re-location site has a negative visual impact on the property as a whole, the Board may require that the Owner, resident or Owner's tenant relocate it. In such an event, after inspecting and rejecting the original location, the Board will provide input on alternative locations where the dish will be permitted, and which will provide reception of an acceptable signal quality.

i. Any Owner, resident or Owner's tenant who has erected a satellite antenna prior to the adoption of these rules may be required to submit written notification as required by sub-section b. above, at the Board's discretion.

5. USE OF COMMON ELEMENTS

Each Owner may use the Common Elements in accordance with the purposes for which they are intended, without hindering or encroaching upon the lawful rights of other Owners, family members, guests and tenants. No Owner, family members, guests or tenants shall obstruct or damage the Common Elements, nor shall any Owner, family members, guests or tenants unreasonably interfere with the use, maintenance and operations of the Common Elements.

An Owner shall be absolutely liable to each and all other Owners, their families, guests and tenants for any damage to person or property caused by said Owner.

A. GENERAL RULES

Reasonable regulations governing the use of Common Elements and recreational facilities by Owners, family members, guests and tenants shall be established by the Board. Compliance with these regulations by Owners, their family members, guests, and tenants is mandatory.

a. Road Safety

- The speed limit is 15 mph and must be observed at all times.
- No skateboards, roller blades, skates or other similar items may be used in the parking or drive areas.
- Owners, their families, guests and tenants are not permitted to play in the parking or drive areas.

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b. Parking

- Resident parking is open, except for marked handicapped spaces, with two (2) spaces allocated to each Unit. By common consent and usage, the two (2) parking spaces closest to the front door of a Unit is used by the Owner or Owner's tenant of that Unit.
- Guest parking or parking for a 3rd vehicle is permitted in the areas behind the mail boxes and between units N^o 54 and N^o 55 for a limited period only: fifteen (15) consecutive days out of thirty (30) days. Procedures will be taken for repeat "offenders" (see Section 10).

c. Owner Responsibility

Parents should be present and direct and control the activities of their children at all times. They shall be responsible for violations of these rules and for costs of repairing any damage caused by their children or by other residents of their Unit, their guests or their tenants.

B. POOL RULES

There is no lifeguard on duty at the pool. The rules are posted at each entrance to the pool area and must be followed at all times. Owners or Owners' tenants are responsible for the behavior of their guests at all times when in the pool or the pool area. Owners are ultimately responsible for the actions and behavior of their and their tenant's guests.

The Association shall not be held responsible for injury or death as a result of acts of omission or commission of an Owner, family members, guests, tenant or tenant's guests, or of any unauthorized individual present in the pool area.

- **POOL GATES MUST BE CLOSED AT ALL TIMES.**
- Pool hours are 10:00 am to 11:00 pm daily. Anyone in the pool or pool area after hours is subject to fines, suspension of pool use rights and other action as necessary.
- Children should be accompanied by an adult at all times.
- Litter must be placed in the bin provided. Swimming aids, balls, toys, floats etc. brought into the pool and pool area must be taken away when leaving the pool.
- No more than four (4) guests per Unit.
- No diving, running, shouting, horseplay, obnoxious noise or public intoxication allowed anywhere in the pool area.
- No food of any nature (particularly candy) allowed to be consumed in the pool.
- No barbecue grills or other cooking appliances allowed in the pool area.
- No beverages allowed anywhere in the pool area unless they are in non-breakable containers.
- No glass containers of any type permitted in the pool or pool area.
- No cigars, cigarettes, e-cigarettes or any other similar substance permitted in the pool or the areas within five (5) feet of the pool.
- No pets allowed in the pool area.
- No climbing or jumping over fences; anyone doing so will be considered a trespasser.

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C. MISCELLANEOUS

a. Clothing or household fabrics may not be hung, dried or aired within patio areas. No items are to be hung over the fencing.

b. Owners may not store any item whatsoever in or on the Common Elements and must use Unit patio storage areas with items concealed from public view. The Association has the right to control the visual attractiveness of the Common Elements including, without limitation, the right to require Owners to remove objects which are in public view and which, in the Board's judgement, detract from the visual attractiveness of the Common Elements.

c. Garbage is collected twice a week. Dumpsters are currently provided for disposal of waste, and plastic containers for recycled materials. However, items such as Christmas trees, mattresses, large pieces of furniture and hazardous waste (these examples are not inclusive) must not be deposited in the dumpsters or anywhere else in the Common Elements. The City of Austin Household Hazardous Waste Facility accepts paint, paint thinners, anti-freeze, acids, batteries and other hazardous items. No lumber, metals, bulk materials, large appliances or scrap (these list is not inclusive) can be kept, stored or allowed to accumulate on the Common Elements. Owners must inform their contractor, or contractors, working in their Unit that they may not dispose of any type of waste in the dumpsters.

d. Owners are liable for costs associated with the removal of any item left outside a dumpster by Owner, resident or Owner's tenant upon vacating a Unit.

e. No outside fires of any description are allowed within either the General or the Limited Common Elements, where covered barbecue grills only are permitted.

f. The Association shall have the irrevocable right of access to any Unit during reasonable hours as necessary for the maintenance, repair or replacement of any of the Common Elements or at any time for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit or Units. The Property Manager will notify the Owner in writing concerning the need to access a Unit in non-emergency situations.

g. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Association without prior written consent of the Board. No Owner shall permit anything to be done or kept in their Unit or the Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common Elements or which shall be in violation of any City, State or Federal laws.

6. MAINTENANCE AND REPAIRS

A. ASSOCIATION RESPONSIBILITY

The following items are the responsibility of the Association: the outside walls of each Unit and any other weight-bearing walls; the roof, guttering, trim, and outside surface of a Unit; all lawns, shrubs, grass, trees, and plants; all land, including the land under a Unit; all sidewalks, streets, gutters, drains and paving; all fences; the swimming pool, pool cabana and mailbox kiosk.

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B. OWNER RESPONSIBILITY

a. Interior and Exterior

The following items are the responsibility of each Owner: everything inside the Unit, including interior doors, exterior windows and doors, frames and panes of glass; non load-bearing walls; cabinets, shelves and closets; wallpaper, paint, plaster or other finish on interior walls, floors or ceilings; fixtures; appliances; air conditioning, heating equipment and water heater; internal plumbing and electrical systems/

Each Owner shall maintain and keep in good repair the exterior Common Elements including: the lighting fixtures; outside faucets and electrical outlets; and trees and other exterior decor.

b. Utility Lines

Owners are responsible for their Unit air conditioning, heating and water heater systems, together with utility lines from the point where these lines enter the Unit.

C. TIMELY COMPLETION OF REPAIRS

The Owner shall maintain and keep in good repair all fixtures and equipment installed within the Unit's Limited Common Elements. The Owner must replace any broken or cracked glass in windows, doors or damaged window or door screens within ten (10) days of notification of the issue (see Section 10 for information on procedures). Until such time as an Owner can make repairs or replace items every possible step must be taken to prevent any further harm or damage to the Unit. Owners must inform their contractor, or contractors, working in their unit that they may not dispose of any type of waste in the dumpsters.

7. UNIT IMPROVEMENTS AND ALTERATIONS

A. EXTERIOR DECOR AND LANDSCAPING

Furniture, potted plants, hanging plants, decor (door wreaths, flags etc.) may be placed on a Unit and the planting of trees, flowers and shrubs, etc. shall be permitted in a Unit's fenced patio area (Limited Common Element) provided:

a. That hanging plants are lightweight and hung only from wooden beams.

b. That any exterior decor or plantings do not cause any unreasonable damage to existing plantings or to the Unit, or do not become a nuisance for any other Owner. Existing plantings may not be removed under any circumstances without written application to the Board for permission.

c. That Owner takes full responsibility for the cost of correcting any damage created by Owner or Owner's tenant to decor or plantings.

d. That nothing detracts from the appearance of the Limited and/or the General Common Elements.

e. That no temporary or permanent fences, walls or sun-shading (canopies, etc.) shall be built, altered or maintained on the exterior of the Unit without permission from the Board.

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f. The Board shall have the right to determine whether an Owner's decor or plantings do constitute a nuisance, cause unreasonable damage or detract from the general appearance of the Common Elements and request removal within three (3) days' written notice.

Neither the Association nor the Board shall be held liable for damage to any decor or plantings caused by maintenance or repair operations of the General Common Elements or Limited Common Elements.

B. PROCEDURES FOR ALTERATIONS AND IMPROVEMENTS

No Owner shall in any way alter, modify, add to, or otherwise perform any work whatsoever upon any of the Common Elements without the prior written consent and approval of the Board. An Owner wishing to make any alterations must submit to the Property Manager the complete plans and specifications showing the nature, kind, shape, size, materials, color and location for all proposed work, and include the name of the contractor and proof of contractor's liability insurance **and bond**, as appropriate. Owners must also inform their contractor, or contractors, that they may not dispose of any type of waste in the Association dumpsters. The Board shall have thirty (30) days after receiving the plans and specifications to approve or deny the alteration, and notify the Owner in writing.

No improvements may be made which will affect the structural soundness of any building or affect any easement.

The Board shall authorize only those alterations which do not modify the boundaries of the Common Elements and which do not detract from the appearance or architectural integrity of the property. Such alterations include, but are not limited to, exterior doors, windows, and insect screening.

C. EXTERIOR DOOR AND WINDOW COVERINGS

a. Solar screens and storm/screen doors of the same color as the original window frame and insect screening are allowed. Owners must inform the Property Manager in writing of the improvement. Screen doors and solar screens in poor condition must be removed or replaced.

b. No shades or canopies may be installed on the exterior of a Unit without written permission from the Board. The only exterior shades that may be installed are those affixed to a window frame, not the eaves of a Unit.

c. Plans, designs or pictures of any proposed patio covers must be submitted to the Board for review and decision.

D. LIGHTING

Outdoor spot lights may be installed in patio areas only instead of decorative lighting, and may have motion detection. Spotlights or utility lights of any kind are not permitted on the front of Units. Lights replaced at the front door of Units may also have motion-detection.

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E. REPLACEMENT ITEMS

- a. Windows may be replaced with a double-glazed, and/or light and heat reducing window, and must be approved by the Board before installation. The replacement must be the same color and style as the original window.
- b. Exterior doors may be replaced with the same style as the original and painted with the color designated by the Association.
- c. Unit numbers at the front entrance may be replaced as long as they do not detract from the visual attractiveness of the Unit.

F. ATTIC ACCESS

Owners may install standard covered openings to access the attic crawlspace area between the roof and ceiling with the prior written approval of the Board of proposed usage. This may include: installation of additional ceiling insulation, installation of cable wiring or other improvements the Board considers appropriate. Board approval is contingent upon the improvements being completed by a licensed contractor in compliance with all applicable building and safety codes adopted by the City of Austin ordinances and associated amendments.

This space must not, under any circumstances, be used as storage space and no appliances, fixtures or fittings may be placed and/or installed there.

8. VEHICLES

A. PARKING

- a. The Common Elements are designed to provide each Unit with parking spaces for two (2) Motor Vehicles used as a primary means of transport only. Bicycles need to be kept in the patio storage area of the Unit. Motor Vehicles must be parked within marked parking spaces. Resident parking is open but by common consent and usage the spaces closest to the front door of a Unit are used by the Owner or tenant of that Unit.
- b. Guest parking or parking for a 3rd Motor Vehicle is permitted in the areas behind the post boxes and between units N^o 54 and N^o 55 for a limited time only: fifteen (15) consecutive days out of thirty (30) days. Procedures will be taken for repeated violations (see Section 10).
- c. Large, heavy vehicles or any heavy vehicle equipment, mobile or otherwise, may not be parked, stored or kept anywhere on the Common Elements.
- d. Any vehicle displaying identification of a commercial company, retail organization, medical facility or any other type of personal or organizational information may not be parked, stored or kept on the Common Elements.
- e. Recreational vehicles (camper unit, motor home, truck, trailer, boat, mobile home or any similar vehicle) may not be parked, stored or kept on the Common Elements. Such a vehicle parked for more than twenty-four (24) hours shall be considered a nuisance and the Board has the right to ask the Owner to remove it.

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f. Motorcycles, motorbikes, motor scooters or other similar vehicles used as primary transportation may not be used on Common Elements for recreational purposes.

g. At the request of an Owner the Board may give approval for a short-term period only for the use of Unit spaces with one (1) or more containers. The Board may also approve an Owner's request for short-term parking of a contractor's vehicle.

B. REPAIRS

No Owner may conduct major repairs or major restoration of any Motor Vehicle on the Common Elements. Minor repairs, which can be completed in three (3) hours or less, are permitted (including but not limited to: adding fluids, changing/rotating tires, changing batteries). The Board has the authority to determine what may be included as a minor repair. The changing of oil and other fluids is prohibited. The Board also has the authority to impose sanctions, which may or may not include towing or fines, at its discretion.

C. INOPERABLE VEHICLES

a. A Motor Vehicle is considered inoperable if it is readily apparent its condition renders it incapable of being driven or it would be illegal to drive it (for example, out-of-date inspection stickers). Motor Vehicles not currently licensed, registered or with expired inspection stickers are considered inoperable, as are Motor Vehicles that have a flat tire or obvious signs of damage caused by an accident for example.

b. Inoperable Motor Vehicles may not be stored on the Common Elements. If present for more than thirty (30) days and do not appear to be a primary means of transport they are considered inoperable and may be towed at the Owner's expense (see Section 10).

C. DAMAGES

The Association shall not take responsibility for damage to any Motor Vehicle incurred while present on the Common Elements or for damage done to the Common Elements through acts of Owner omission or commission, weather conditions, fire, theft or any other incident over which the Association has no control or influence.

a. Owner shall be responsible for costs payable to the Association to remedy any damage caused to Common Elements through Motor Vehicle operation or repairs.

b. Owner shall be responsible for costs payable to the Association to remedy any damage done to the Common Elements' surfaces through leaking Motor Vehicle fluids.

9. ANIMALS

A. DOMESTIC PETS

No wild animals, livestock, reptiles, or poultry of any kind may be raised, bred or kept in any Limited or General Common Elements. Household pets may be kept provided they are not housed or maintained for commercial breeding purposes. The Board may also limit the number, size and weight of a household pet at its discretion.

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B. AGGRESSIVE DOGS

Owners, their families, friends, tenants and guests and any other individual lawfully present on Limited or General Common Elements have the right to make a complaint to Animal Control and/or the Police following any incident of a dog becoming physically aggressive towards their dog and/or themselves. Neither the Board nor Property Manager has any legal status under which they can act in such cases. It is the responsibility of the parties involved to pursue and resolve situations as they see fit.

It is suggested that owners of dogs known to act in an anti-social manner use a muzzle on the animal while out on Common Elements to minimize the opportunity for a problem to arise.

C. CONFINEMENT

a. Household pets belonging to an Owner, Owner's family members, guests or tenant must be kept either indoors or within an enclosure in the fenced patio area. The enclosure must be maintained so that the animal cannot escape and into which children or other individuals cannot trespass. Crates and similar pet structures are permitted as long as they are kept within the fenced patio area.

b. Owner, Owner's family members, guests or tenant who possess a dog or cat shall not permit, allow or cause the animal to run, stray, be uncontrolled or in any manner be in, upon, or at large upon any part of the General Common Elements without the presence of the owner of the animal. Dogs must be held on a substantial leash and under the control of an adult capable of restraining them. The Board has the right to impose a fine of fifty (50) dollars for each Owner violation or a violation on the part of Owner's family members, guests or tenant.

c. Household pets must not be left unattended or confined in fenced patio areas when there is nobody in the Unit. The Owner or Owner's tenant shall be absolutely liable for dogs barking or for other pet noise which disturbs others. The Owner or Owner's tenant shall also be liable for any damage to persons or Common Elements caused by animals brought on to the Common Elements by the Owner's tenant, family members or guests.

d. If a dog or cat belonging to an Owner, Owner's family members, guests or tenant is found unattended on any portion of the Common Elements or is perceived as not being under the control of an adult although leashed, the Property Manager must be informed either verbally or electronically. Persistent problems with the animal for these or similar issues must be reported in writing.

e. If an animal persistently appears to be unattended on the Common Elements, after being reported verbally and in writing, then the Board shall have the right to contact Animal Control.

D. CLEAN-UP

It is the absolute duty and responsibility of each Owner, Owner's family members, guests or tenant to clean up after their animals which have defecated on any part of the Limited or Common Elements. If an Owner, Owner's family members, guests or tenant fail to clean up after their animal the

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Board has the right to issue an initial verbal warning. If no action is taken the Board has the right to pursue the issue under the provisions set out in Section 10.

10. ENFORCEMENT STEPS AND COSTS

The Association has procedures in place, which are triggered when an Owner does not comply with these Rules and Regulations. These are divided into categories and notwithstanding any other provisions of this Section Owners are entitled to a thirty-day (30) notice of violation during which they have the right to request an appeal at the next regularly scheduled board meeting. In order to appeal Owners need to contact the Property Manager in writing. The Property Manager maintains records of all non-compliance of these Rules and Regulations, together with appeals and outcomes of appeals.

A. COLLECTION OF DELINQUENT ASSOCIATION DUES

The Property Manager keeps the Board fully informed of Owners who are delinquent in the payment of Association dues. The process for collecting on these accounts is outlined in Section E. Payment of fines, repairs, towing costs, storage fees, attorney's fees, etc. incurred through violations of the Rules and Regulations are the sole responsibility of the Owner.

The Association may consider a limited short-term plan for paying off delinquent dues when there are extenuating circumstances. The Owner must make written contact with the Property Manager to propose payment terms. The Board will then consider the request and the Owner shall be notified in writing of the result.

B. BEHAVIORAL VIOLATIONS

When an Owner, Owner's family member, guests or tenant acts in an offensive or unreasonable manner the most expedient course of action is to ask the offending person or persons to stop. While the Property Manager and Board are always willing to help work out solutions they are not law enforcement agencies. Otherwise the options are:

- a. If Owner, Owner's family member, guests or tenant are disturbing the peace in a threatening manner or during a potentially dangerous situation, particularly when a weapon is involved, call 911 for emergency assistance.
- b. If a loose animal is causing a problem and you cannot or are unwilling to contact its owner (if known) directly, call 311 for Animal Control.

C. PROPERTY VIOLATIONS

When an Owner, Owner's family member, guests or tenant does not conform with the Rules and Regulations regarding property violations, and the Owner is reported to the Property Manager, the procedures are:

- a. The Property Manager shall contact the Owner by email or letter, report the violation and describe the circumstances, give the Owner the opportunity to correct, or insure family members, guests or tenant corrects, the violation within five (5) days from the date of notice of a violation. The Owner shall be responsible for correcting the violation regardless.

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b. If no action is taken to correct the violation as in a. above within five (5) days from the date of contact, the Property Manager shall notify the Owner by email or letter of the violation, request compliance within five (5) days from the date of the email or letter and outline future action in the event of continued non-compliance with this request.

c. If the violation is not corrected within five (5) days, or a written appeal is launched, or continuing violation of the same rule occurs, the Property Manager will send a certified letter to the Owner requesting compliance within five (5) days of the date of this letter. The Owner will be responsible for paying a minimum of fifty (50) dollars to cover the costs of writing and mailing this letter regardless of any appeal in progress.

d. If the violation is not corrected within the time frame specified in c. above, the Owner will be charged a daily fine of a minimum of fifty (50) dollars until midnight on the day the violation is corrected.

D. PARKING VIOLATIONS

Section 8 of this document outlines what is and is not permitted with regard to vehicles parked on the Common Elements. If an Owner, Owner's family member, guests or tenant does not conform with the Rules and Regulations regarding parking violations, and the Owner is reported to the Property Manager, the procedures are:

a. A representative from the tow company will walk the property with a designated Board member at random intervals, note the license plate number, color and the make and model of any Motor Vehicle that is inoperable, appears to be abandoned or is displaying out-of-date stickers.

b. The tow company will identify the last registered owners of the Motor Vehicle, send a certified letter to the owner stating the nature of the rule violation and give ten (10) days' notice in which to address the situation. The tow company will take responsibility for this direct contact with the owner and will forward copies of letters to the Property Manager.

c. The tow company will check to see if the violations have been corrected within the time period and, if not, will tow the Motor Vehicle.

d. For a continuing offense or another violation of a similar nature, the Motor Vehicle may be towed with no prior warning.

e. If, upon identification of the registered owner of a Motor Vehicle that does not appear to be violating any parking rules but it is determined that he or she does not reside within Reflections of Walnut Creek II, the Board reserves the right to have the vehicle towed according to a. to d. above.

f. Vehicles parked outside of marked spaces may be tagged as improperly parked.

E. SUMMARY OF FEES AND PROCEDURES FOR COLLECTION

Payment of fines, repairs, towing costs, attorney's fees and any other costs incurred through violations of the Rules and Regulations are the sole responsibility of the Owner. If any reimbursable costs payable to the Association are not made within five (5) days of the date of the demand, the Board reserves the right to deduct the amount from the Owner's monthly dues. If the remaining portion of

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the monthly dues fall into arrears and become delinquent, late fees will be applied to delinquent accounts no matter what stage of the collection process the account is in. Any requests to adjust late fees must be sent to the Property Manager in writing, and will be reviewed by the Board.

These procedures are not inclusive. If the Board in its sole discretion determines that circumstances so warrant, it may proceed immediately without giving written notices to the Owner to exercise any remedy provided in the Association By-Laws and Declaration.

- a. Violations: Fines due when assessed and late after fourteen (14) days of date of notice.
- b. Monthly Owner dues: Due 1st day of the month, late on 15th day of the month.
 - 16 days delinquent: Late notice mailed with application of a fifty-dollar (\$50) late fee.
 - 45 days delinquent: ten-day (10) demand letter with late fee and certified mail fee and reminder that attorney and collection fees will be applied to the account if payment is not received in full within ten (10) days.
 - 75 days delinquent: Property Manager will turn the account over to the attorney for collection on the outstanding balance.
 - 85 days delinquent: Attorney will mail an "Intent to File a Lien" letter to the Owner on the outstanding balance.
 - 120 days delinquent: Attorney will file the lien and send an "Intent to Foreclose Notice" to the Owner.
 - 150 days delinquent: Attorney will begin non-judicial foreclosure proceedings.