CAMBRIDGE CONDOMINIUMS
COMPILATION OF GOVERNING DOCUMENTS 2024

— Published: October 30, 2024 —

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ATTACHMENT 1

ARTICLES OF INCORPORATION
OF
THE CAMBRIDGE CONDOMINIUMS COUNCIL OF CO-OWNERS

We, the undersigned, natural persons of the age of twenty-one (21) years or more, all of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation is:

THE CAMBRIDGE CONDOMINIUMS COUNCIL OF CO-OWNERS

ARTICLE II

The corporation is a non-prof1t corporation.

ARTICLE III

The period of its duration shall be perpetual.

ARTICLE IV

The purpose or purposes for which the corporation is organized are:

(1) To provide for the administration, management, maintenance, preservation and control of the Cambridge Condominiums, a Condominium project located in Austin, Travis County, Texas established pursuant to the Texas Condom1nium Act (Texas Revised Civil Statutes Article 1301a).

(2) To exercise and perform all of the obligations and duties of the "Council of Co-Owners" of such Condom1nium project, as that term is used in the Texas Condominium Act.

(3) To exercise all powers and perform all duties imposed upon this corporation in accordance with the Declaration of Condominium of The Cambridge Condominiums, as such Declaration may hereafter be amended including, without limitation, to fix, levy, collect and enforce payment by lawful means of all charges or assessments affecting such Condominium project; to pay all expenses in connection therewith and all expenditures incident to the conduct of the administration and business of the Condominium and all licenses, franchise taxes

and governmental charges levied or imposed against this corporation or the Common Elements of the Condominium.

(4) In connection with the affairs of such Condominium, to buy, sell and deal in real property, personal property and services and to exercise any and all other powers, rights and privileges which a corporation organized under the Texas Non-Profit Corporation Act may by law now or hereafter exercise.

The aforesaid statement of purposes shall be construed as a statement of both purposes and of powers and shall be broadly construed to effectuate its intent.

ARTICLE V

The street address of the initial registered office of the corporation is 4227 Herschel, Suite 400, Dallas, Texas 75219, and the name of its initial registered agent at such address is James H. Coker.

ARTICLE VI

The number of Directors constituting the initial Board of Directors of the corporation is three (3) and the names and addresses of the persons who are to serve as the initial Directors are:

James H. Coker, 4227 Herschel, Suite 400, Dallas, Texas 75219;
Norman Ponder, 1801 Lavaca, Austin, Texas 78701; and
Douglas M. Goldrick, 4227 Herschel, Suite 400, Dallas, Texas 75219.

ARTICLE VII

The names and addresses of the incorporators are:

James H. Coker, 4227 Herschel, Suite 400, Dallas, Texas 75219;
Norman Ponder, 1801 Lavaca, Austin, Texas 78701; and
Douglas M. Goldrick, 4227 Herschel, Suite 400, Dallas, Texas 75219.

ARTICLE VIII

Every person or entity who or which is a record owner of a Unit (except those persons or entities holding an interest only as security for the performance of an obligation), and only such persons or entities, shall be members of this corporation. Membership in this corporation shall be appurtenant to and may not be separated from ownership of any Unit. Ownership of a Unit shall be the sole qualification for membership in this corporation.

Except as provided herein, there shall be one (1) vote in the affairs of this corporation for each Unit; provided, however, Unit 1A shall have six (6) votes, Unit 1B shall have three (3) votes, and Unit 1C shall have two (2) votes. In the event that ownership interests in a Unit are owned by more than one member of the Council, the members who own fractional interests in such Unit

aggregating more than 50% of the whole ownership thereof shall appoint one member who shall be entitled to vote the vote of that Unit at any meeting of the Council. Notwithstanding the foregoing, Developer shall be entitled to three (3) votes for each Unit owned by Developer (other than Unit 1A, for which Developer shall be entitled to six (6) votes, Unit 1B, for which Developer shall be entitled to three (3) votes, and Unit 1C, for which Developer shall be entitled to two (2) votes) until such time as the total number of votes exercisable by the members of this corporation other than Developer exceeds the number of votes exercisable by Developer (other than Unit 1A, for which Developer shall be entitled to six (6) votes, Unit 1B, for which Developer shall be entitled to three (3) votes, and Unit 1C, for which Developer shall be entitled to two (2) votes). Cumulative voting in the election of Directors or in other exercises of the right to vote is prohibited. The terms used herein shall have the same meaning given to them in the Declaration of Condominium of The Cambridge Condominiums.

ARTICLE IX

These Articles of Incorporation may be amended only upon the affirmative vote of the holders of seventy-five percent (75%) of the number of votes exercisable by the members (including Developer) of this corporation.

ARTICLE X

All of the powers and prerogatives of this corporation shall be exercised by the initial Board of Directors named above until the first meeting of the members of the corporation. The first meeting of the members of this corporation may be called by the initial Board of Directors on ten (10) days notice to the members at any time, but must be called no later than thirty (30) days after the time at which at least fifty percent (50%) of the total number of Units have been sold by Developer, deeds therefor delivered and the full purchase price therefore paid.

ARTICLE XI

The By-Laws of the corporation may be altered, amended or repealed only by the affirmative vote of the holders of sixty percent (60%) of the number of votes entitled to vote upon an amendment thereof.

IN WITNESS WHEREOF, we have hereunto set our hands this 28th day of June, 1979.

/s/_____
JAMES H. COKER
/s/_____
NORMAN PONDER
/s/_____
DOUGLAS M. GOLDRICK

[NOTARY BLOCK omitted from this text searchable version of the Compilation of Governing Documents 2024 2024.]

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION

Pursuant to the provisions of Article 4.03 of the Texas Non-Profit Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation which change the name of the corporation.

ARTICLE ONE

The name of the corporation is The Cambridge Condominiums Council of Co-Owners.

ARTICLE TWO

The following amendment to the Articles of Incorporation was adopted by the corporation on June 13, 1989.

Article I of the Articles of Incorporation is hereby amended so as to read as follows:

"The name of the corporation is:

THE CAMBRIDGE CONDOMINIUMS COUNCIL OF OWNERS"

ARTICLE THREE

The amendment was adopted in the following manner:

The amendment was adopted at a meeting of members held on June 13, 1989, at which a quorum was present, and the amendment received at least two-thirds of the votes which members present or represented by proxy at such meeting were entitled to cast.

Dated November 8, 1989.

THE CAMBRIDGE
CONDOMINIUMS
COUNCIL OF CO-OWNERS

By: _____
Herbert E. Walker, President

[NOTARY BLOCK omitted from this text searchable version of the Compilation of Governing Documents 2024 2024.]

ARTICLES OF AMENDMENT TO
THE ARTICLES OF INCORPORATION OF
THE CAMBRIDGE CONDOMINIUMS COUNCIL OF OWNERS

Pursuant to the provisions of Article 4.02 and 4.03 of the Texas Nonprofit Corporation Act, the undersigned Corporation adopts the following Articles of Amendment to its Articles of Incorporation:

1. The name of the corporation is The Cambridge Condominiums Council of Owners.

2. Article VIII of the corporation's Articles of Incorporation is amended as follows:

Every person or entity who or which is a record owner of a Unit (except those persons or entities holding an interest only as security for the performance of an obligation), and only such persons or entities, shall be members of this Corporation. Membership in this Corporation shall be appurtenant to and may not be separated from ownership of any Unit. Ownership of a Unit shall be the sole qualification for membership in this Corporation.

Votes shall be allocated to the Units as provided in Section 3.3 of the Revised Declaration of Condominium of the Cambridge Condominiums. Cumulative voting in the election of Directors or in other exercises of the right to vote is prohibited. The terms used herein shall have the same meaning given to them in the Revised Declaration of Condominium of the Cambridge Condominiums.

3. The foregoing amendment to the Articles of Incorporation received approval by written ballot of 158 votes out of a total of 177 votes entitled to be cast, which exceeded the 75% required by Article IX of the corporation's Articles of Incorporation. The results of the balloting were announced to and accepted by the members at a meeting of members held on September 25, 2004, which was duly noticed and at which a quorum was present.

DATED this 12th day of October, 2004.

CAMBRIDGE
CONDOMINIUMS COUNCIL
OF OWNERS

By: _____
MARIE ARNOLD, President

[NOTARY BLOCK omitted from this text searchable version of the Compilation of Governing Documents 2024 2024.]

ATTACHMENT 2

STATE OF TEXAS §

COUNTY OF TRAVIS §

AMENDMENT TO DECLARATION OF CONDOMINIUM
CAMBRIDGE CONDOMINIUMS

KNOW ALL MEN BY THESE PRESENTS

A. Pursuant to notice mailed on May 23, 1989 to all members of the Council of Co-owners of the Cambridge Condominiums, as that Condominium exists under a Declaration of Condominium dated June 26, 1979 and filed on August 10, 1979 in the Condominium Records of Travis County, Texas, at Volume 7, Page 513, the council of Co-owners met at 8:00 p.m. on June 13, 1989 in the lobby of the Condominium for a Special Called Meeting.

B. The notice of the Special Called Meeting mailed on May 23, 1989, to the Co-owners who were record owners of Units, gave notice to all Co-owners that amendments to the Declaration of Condominium would be proposed, and that a summary of the proposed changes were set out in the notice.

C. A total of one-hundred seventy-six (176) votes were entitled to be cast at the meeting. On motion duly made, seconded, and carried by a vote of one hundred forty-one (141) in favor and one (1) against, [approval by eighty and eleven hundredths percent (80.11%) of votes of all units], the Declaration of Condominium as heretofore described, was amended by striking the entire Declaration of Condominium; dated June 26, 1979, recorded in Volume 7, page 513, et. seq. of the Condominiums Records of Travis County, Texas, and all Amendments to Declaration filed heretofore, and replacing them with the Revised Declaration of Condominiums attached hereto as Exhibit One, which Revised Declaration of Condominiums shall supersede and in all things be substituted for the original Declaration of Condominiums and Amendments thereto.

KNOW ALL MEN BY THESE PRESENTS ALSO:

That Herbert E. Walker, president of the Council of Co-owners as of the of the June 13, 1989 Special Calling Meeting of the Council of Co-owners, and Ima J. Womack, secretary of the Council of Co-owners of the time of the said Meeting hereby certify that the foregoing is a true and full recitation of the formal actions of the Council of Co-owners, insofar as they relate to the Amendment Declaration of Condominium, that all requirements of notice and manner of voting were observed, and that the foregoing Amendment to the Declaration of Condominium were agreed to by the owners holding in the aggregate at least sixty-seventy percent (67%) of the votes in the Condominium.

AND THAT THEY SIGN THIS DOCUMENT for the purposes of filing in the Real Property Records of Travis County, Texas to constitute Amendment to the Declaration of Condominium by

which the Cambridge Condominium was created by the original filing on August 10, 1979 in the Condominium Records of Travis County, Texas at Volume 7, Page 513 and for that purpose and to certify which they have hereunto affixed their signatures on this _____ day of June, 1989.

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SEE ORIGINAL DOCUMENT FOR EXECUTION PAGE.]

EXHIBIT ONE

THE CAMBRIDGE CONDOMINIUMS
REVISED DECLARATION OF CONDOMINIUMS

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THE CAMBRIDGE CONDOMINIUMS
REVISED DECLARATION OF CONDOMINIUM

ARTICLE I
DEFINITIONS

Section 1.1 DEFINITION OF TERMS. When used in this Declaration of Condominium, the words set out below shall have the following meanings:

(a) BOARD - The Board of Directors of The Cambridge Condominiums Council of Owners.

(b) BUILDING - The residential and commercial building, (known as Cambridge Tower), Garage and all other improvements now or hereafter placed on the Land. The location of the Building on the Land is more particularly described on Exhibit "B" attached hereto[1*] and made a part hereof for all purposes. The Building and Units are more completely described on the plats which are attached hereto as Exhibit "C" and made a part hereof for all purposes.

(c) BY-LAWS - The By-Laws of The Cambridge Condominiums Council of Owners.

(d) COMMERCIAL UNIT - A Commercial Unit is one of the three separate Units located on the first floor of the Building, the locations and perimeters of which are indicated on the plats which are attached hereto as Exhibit "C" and made a part hereof for all purposes. The perimeter walls of the Commercial Units, as well as the doors and windows of the Units are Common Elements of the Building. The space boundaries of a Commercial Unit are (i) the interior surfaces of the perimeter walls, doors and windows and (ii) the surfaces of the concrete floors and (iii) the lower surfaces of the concrete slabs and joists (as distinguished from the suspended, false ceilings in some areas of the Units) of the floor above. The space of a Commercial Unit is subject to permanent easements of existing pipes and Wires which are Common Elements and which traverse the space of the Unit. Interior trim around windows and doors of each Unit, as well as door knobs, door locks and associated hardware are part of each unit and are not Common Elements.

(e) COMMON ELEMENTS - The Common Elements shall be and include all of the Land and Buildings except the Units as defined herein and shall include, without limiting the generality of the foregoing, foundations; supporting columns; girders; beams; slabs; supports; dividing walls between two or more Units or between Units and Common Elements; roofs; halls; lobbies; walkways; stairs; stairways; fire escapes; entrances and exits of the Building; basements; grounds; gardens; the Garage; swimming pool; club room; sun deck; managerial offices and apartments; laundry and storage areas; furnishings and equipment of the lobby; swimming pool; mailroom; areas used for storage of janitorial supplies; maintenance equipment and materials; installations of all central services, including power, light, gas, water, beating, air conditioning and waste collection; elevators; tanks; pumps; motors; fans; compressors; ducts; driveways; and in general all apparatus and installations existing for the common use or necessary or convenient to the operation, maintenance and use of the property as a condominium including those which have been

[1*] All Exhibits have been omitted from this text searchable Compilation of Governing Documents 2024. See the recorded instrument in Building Link to view Exhibits A-C (plats of the land and architectural drawings of the floors, garage, and units) and Exhibit D (records of ownership interests and votes cast for 2010 amendment to declaration and creation of fitness room).

designated as common areas and facilities on the plats attached hereto; and all repairs and replacements of or additions to any of the foregoing. The lobbies, railways, stairs, club rooms, Land and other Common Elements intended to be used for passage or temporary occupancy by persons are sometimes referred to as the "Common Areas."

(f) COMMON EXPENSE CHARGE - The assessment made and levied against each Owner and his Unit for management and operation of the Condominium and the Condominium Regime and for repairs, maintenance and operation of the Common Elements (including Late Charges and provisions for reserves) in accordance with the provisions hereof.

(g) COMMON EXPENSE FUND - That portion of the accumulated Common Expense Charges budgeted for the administration and operation of the Condominium, and for the maintenance, repair, replacement or reconstruction of all or any portion of the Common Elements. The Common Expense Fund is distinguished from that portion of the accumulated Common Expense Charges which is the Reserve Fund, the use of which is restricted to major maintenance, replacements, and specifically authorized additions to the Common Elements.

(h) COMMUNITY RULES - The general rules, guidelines, controls, requirements, criteria, conditions, specifications and requisites adopted by the Board of Directors, for the purposes of (i) elaborating and clarifying the provisions of the Declaration of Condominiums, the By-Laws, and the Condominium Regulations and (ii) defining the rights and obligations of Owners, tenants and guests in the use and preservation of the Units and of the Common Elements of the Condominium and maximizing of all occupants of the Building while minimizing the interference with the enjoyment by other occupants of the Building.

(i) CONDOMINIUM - The Land, the Building and all other improvements erected thereon and rights appurtenant thereto. The components of the Condominium are further herein classified as "Common Elements", "Limited Common Elements" and "Units", as defined herein. The legal rights, duties of ownership, use and administration created by the terms of the Texas Condominium Act, this Revised Declaration of Condominium, the By-Laws, Condominium Regulations and the Community Rules promulgated thereunder are also a part of the Condominium and are sometimes referred to as the "Condominium Regime".

(j) CONDOMINIUM REGULATIONS - The Regulations adopted by the Cambridge Condominium Council of Owners concerning the management and administration of the Condominium Regime and the use of the Common Elements in order to assure to all Owners the pleasure and benefit of ownership of a Unit and use of the Common Elements.

(k) COUNCIL - The term "Council" shall have the same meaning as the term "Council of Owners" in the Texas Condominium Act.

(l) DECLARATION OF CONDOMINIUM - The governing document, filed in the Condominium Records of Travis County, Texas, which establishes property under. a condominium regime pursuant to the Texas Condominium Act. This includes amendments duly adopted by the Developer and the Council of Owners, and likewise on file in the Condominium Records of Travis County. For purposes of this Revised Declaration of Condominium, distinction

will be made between the Original Declaration and its amendments, and this Revised Declaration as follows:

(1) ORIGINAL DECLARATION OF CONDOMINIUM - That Declaration of Condominium dated June 28, 1979 executed by the Developer under the provisions of the then governing Texas Condominium Act, and filed by said Developer on August 10, 1979, in the Condominium Records of Travis County, Texas, at Volume 7, Page 513. Said-Original Declaration of Condominium has been amended as follows:

(A) By action of the Council of Owners at its Annual Meeting on February 25, 1981, evidenced by a document filed April 28, 1981, in the Condominium Records of Travis County at Volume 7, Page 198.

(B) By action of the Developer evidenced by a document dated November 2, 1981, and filed in the Condominium Records of Travis County, Texas, on November 4, 1981 at Volume 7615, Page 839.

(C) By action of the Developer evidenced by a document dated November 2, 1981, and filed in the Condominium Records of Travis County, Texas, on November 4, 1981 at Volume 7637, Page 574, said document being a duplicate of (B) above except for the inclusion of a page marked "Schedule I", and the following sentence typed on the first page: "THIS DECLARATION IS BEING RERECORDED TO ADD SCHEDULE I".

The effects of these amendments are incorporated in the Revised Declaration of Condominium defined below. Said Original Declaration of Condominium, together with the foregoing amendments and By-laws, and the Community Rules adopted pursuant to the Original Declaration of Condominium, comprise the documents governing the administration of the condominium regime prior to the adoption of this Revised Declaration of Condominium 'by the Council of Owners on the date stated in the formal filing of this Revised Declaration of Condominium in the Condominium Records of Travis Count, Texas.

(2) REVISED DECLARATION OF CONDOMINIUM - The Declaration of Condominium adopted by the Council of Owners at a Special Meeting, held on June 13, 1989, and amendments duly adopted thereafter.

(m) DEVELOPER - Cambridge Tower Corporation, a Texas corporation, which, effective June 28, 1979, caused the Cambridge Tower Apartments to be converted to Cambridge Condominiums under the Texas Condominium Act. Except as a frame of reference, the Developer has no position in the condominium under this Declaration of Condominium.

(n) EASEMENT - A right to use a particular part of Units or of Common Elements for the purposes for which they were designed and in compliance with the terms of this Declaration, the By-Laws and the Condominium Regulations.

(o) GARAGE - That part of the Building designed for the parking of vehicles and designated "1st Parking Level" and "2nd Parking Level" on Exhibit "C" attached hereto and made a part hereof.

(p) LAND - The real property more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes.

(q) LIMITED COMMON ELEMENTS - Those portions of the Common Elements reserved for the exclusive use of the Owners of certain Units to the exclusion of the Owners of other Units, and shall include, without limiting the generality of the foregoing, the assigned parking spaces and storage cabinets.

(r) MORTGAGE - A pledge of or a security interest in a Unit given to a creditor as a security for the repayment of a loan made to an Owner.

(s) MORTGAGEE - The person or entity holding a pledge of or security interest in a Unit to secure the payment of a debt.

(t) OWNER - Any person or persons, firm, corporation or other entity who or which owns, of record, fee simple title to one or more Units in The Cambridge Condominiums, but the term "Owner" shall not include any Mortgagee. The term "Owner" shall be construed in the singular or plural number according to whether they respectively represent one or more persons or entities and references to the gender include any other gender.

(u) PARKING SPACES - The spaces for the parking of vehicles Within the Garage as shown on Exhibit "C" 'attached hereto and made a part hereof for all purposes.

(v) PERCENTAGE OWNERSHIP INTEREST - The undivided interest in and to the Common Elements associated with and appurtenant to each Unit as set forth on Exhibit "D" attached hereto and made a part hereof for all purposes.

(w) PROFESSIONAL MANAGEMENT - Management of the condominium. regime by any person or property management company engaged by the Board under the provisions of Article 3.1- AUTHORITY TO MANAGE, qualified by training or general business experience to manage the condominium regime in a business-like manner, shall constitute Professional Management.

(x) RESERVE FUND - That portion of the Common Expense Charges budgeted for addition to Reserves, the use of which is restricted to expenditures specifically authorized for major repairs and maintenance, major replacements, or additions to the Building, the equipment or furnishings. The Reserve Fund is distinguished from that portion of the accumulated Common Expense Charges which is the Common Expense Fund, defined elsewhere, for use as budgeted for the administration and operation of the Condominium, and for the normal and regular maintenance, repair, replacement or reconstruction of all or any portion of the Common Elements.

(y) RESIDENTIAL UNIT - A Residential Unit is one of the 166[2] separate Units located above the first floor of the Building, the locations and perimeters of which are indicated on the plats which are attached hereto as Exhibit "C". The perimeter walls of the Residential Units, as well as the doors and windows of the Units are Common Elements of the Building. The space boundaries of a Residential Unit shall be (i) the interior surfaces of the perimeter walls, doors and windows,

[2] Total Unit number amended by the 1995 Amendment to Declaration (Volume 12378, Page 66 in the Official Public Records of Travis County, Texas).

(ii) the surface of the concrete floors and (iii) the ceiling plane determined by the concrete surface·(as distinguished from the suspended, false ceilings in the kitchens, bathrooms, halls and dining areas). The space boundaries of the balcony portion of a Residential Unit shall be (i) the outer surface of the walls, windows and doors of the balcony (balconies being designated as "terraces" on Exhibit "C" attached hereto), (ii) the inner surface of the floor and ceiling of balcony except for the Units on the fifteenth floor as to which the upper boundary shall be the extended interior ceiling plane, (iii) the two verticle planes which are the outward extensions of the interior surfaces of the perimeter walls which separate the Unit from adjacent Units (or in some cases from Common Elements) and (iv) the verticle plane which coincides with the exterior edges of the balcony; however, the balcony balustrade is a Common Element. The space of a Residential Unit is subject to permanent easements of existing pipes and Wires which are Common Elements and which traverse the space of the Units. In addition to the air space comprising a Unit, the Unit shall include the interior walls, finishing materials applied or affixed to the perimeter and interior walls, floors and ceilings (such as, but without limitation, paint, wall paper, drapes, vinyl wall or floor coverings and carpets); and all utility pipes, wires, lines, systems, fixtures, air ducts, air handlers, and other equipments and appliances serving only that Unit (whether or not within the boundaries of that Unit) Interior trim around windows and doors of each Unit as wells as door knobs, door locks and. associated hardware shall be a part of each Unit and shall not be Common Elements.

(z) SELF MANAGEMENT - Management of the condominium regime by members of the Board, with or without assistance from Owners, under any arrangement not meeting the requirements of PROFESSIONAL MANAGEMENT as defined above, shall constitute Self Management.

(aa) SPECIAL ASSESSMENT - Any assessment over and above the Common Expense Charge necessary for the administration of the Condominium, or for the preservation, replacement, improvements or additions to the Condominium.

(bb) STORAGE SPACES - Those areas designed for the storage of personal property located on the two lower parking levels of the Building and designated as "Bulk Storage Lockers" on Exhibit "C"

(cc) TEXAS CONDOMINIUM ACT - - Title 7, Chapter 81 of the Texas Property Code and its predecessor law, Article 1301a of the Texas Revised Civil Statutes, as amended from time to time. These laws provide for the creation of condominium regimes and establish basic laws for their operation.

(dd) UNIT - One of the 173[3] segments into which that part of the Building, other than the Common Elements, is divided for purposes of separate ownership and right of occupancy, and to which undivided interests in the Common Elements are assigned. The term "Unit" shall have the same meaning as the term "Apartment" as used in the Texas Condominium Act. Units located on the first floor of the Building are elsewhere herein defined as "Commercial Units" and the Units on the floors above the first floor are elsewhere herein defined as "Residential Units".

[3] Total Unit number amended by the 2010 Amendment to Declaration (Document No. 2010187014, Official Public Records of Travis County, Texas).

Section 1.2 DEFINITION OF RIGHTS AND RESPONSIBILITIES.

(a) Each Owner shall have exclusive ownership of his respective Unit and shall have the common right to share, with all other Owners, in the use of the Common Elements in accordance with the purposes for which they are intended and in compliance with the provisions hereof, without hindering or encroaching upon the lawful rights of the other Owners.

(b) Where the term "Owner" is used in the granting of licenses, easements or rights to use Units, Common Elements or Limited Common Elements, the family of such Owner and each member thereof, as well as such Owner's guests, tenants, servants, employees and invitees shall also be entitled to the rights, easements or licenses so granted.

(c) The existing physical boundaries of each Unit, or any Unit reconstructed in accordance with the original plans therefor, shall be conclusively presumed to be its boundaries regardless of settling, rising or lateral movement of the Building and regardless of variances between boundaries shown on the plat and those of the Building in accordance with Section 81.105 of the Texas Condominium Act. None of the rights and obligations of the Owners created herein, or by any deed delivered to any Owner, shall be altered in any way by encroachments due to the settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful conduct of said Owner or Owners.

Section 1.3 PARKING SPACES AND STORAGE SPACES. Parking Spaces and Storage Spaces may be assigned and reassigned by the Board at any time and from time to time and, pending assignment, may be used for visitors, guests, and others performing any service, repair or other functions for the benefit of the Condominium, subject to Condominium Regulations and Community Rules promulgated hereunder. Subject to the right to reassignment by the Board, Parking Spaces and Storage Spaces, once assigned by the Board, shall be Limited Common Elements for the exclusive use (but not ownership) of the Owner of the Unit to which they are assigned; provided, however, each Owner of a Unit shall at all times have the exclusive use of the number of Parking Space(s) herein allocated to such Owner's Unit as follows:

(a) Units 2J, 3J, 4J, 5J, 6J, 7J, 8J, 9BC, 9J, 10J, 11J[4], 12J, 13J, 14AB, 14J, and 15J - Two (2) Parking Spaces provided, however, that the two Parking Spaces allocated to each of Units enumerated in this Sub-section 1.3(a) shall abut or adjoin one another at one of the two narrow or short sides of said Parking Spaces, i.e. one such Parking Space must be entered and exited through or across the other;

(b) All Residential Units not hereinbefore specifically set out in this Section 1.3 - One (1) single Parking Space;

(c) Unit 1A1 - Four (4) Parking Spaces
Unit 1A2 - Four (4) Parking Spaces
Unit 1A3 - Three (3) Parking Spaces

[4] Unit number added by the 1995 Amendment to Declaration (Volume 12378, Page 66, Official Public Records of Travis County, Texas).

Unit 1A4 - Three (3) Parking Spaces[5]

(d) Unit 1B - Five (5) Parking Spaces[6]

(e) Unit 1C - Five (5) Parking Spaces

(f) Unit 1D - Two (2) Parking Spaces[7]

The Storage Spaces corresponding to the Parking Spaces assigned pursuant to the above shall be for the exclusive use, as Limited Common Elements, of Owners to whom the Parking Spaces are assigned.

Notwithstanding the rights of exclusive use herein created for Parking Spaces and Storage Spaces, the two lower floors of the Building in which such Parking Spaces and Storage Spaces are located shall be and always remain Common Elements.

ARTICLE II
GENERAL PROVISIONS

Section 2.1 USE RESTRICTIONS.

(a) All Units situated above the first floor shall be used only for residential purposes. For the purpose of this provision, a Unit shall be deemed to be used for residential purposes when it is used to house persons and their belongings, without regard to whether the persons are Owners of the Unit or occupy the Unit pursuant to a rental, leasing or other arrangement. Except for the leasing or rental of any Unit, no Unit situated above the first floor shall be used for any commercial, business, civic, political, religious or professional purpose. The use of a Unit situated above the first floor for the maintenance of a personal library, or for the keeping of personal business or professional records of accounts or for the handling of personal business or professional telephone calls or correspondence shall not be deemed to be a violation of this provision; but regular consultation with clients at a Unit is prohibited; provided, however, notwithstanding anything contained herein, Units situated on the first floor may be used for any commercial purpose lawfully permitted by the applicable zoning ordinances and regulations of the City of Austin, Texas, and not incompatible with the prevailing residential nature of the building.

(b) With the exception of a party in possession through a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Owner shall be permitted to lease such Owner's Unit for transient or hotel purposes. No Owner my lease less than such Owner's entire Unit. Any lease agreement shall be in writing and shall provide that the terms thereof are subject in all respects to this Declaration, the Articles of Incorporation, the By-laws, the Condominium Regulations and the Community Rules, as they may be amended from time to time, and that any

[5] Units and number of parking spaces amended by the 2010 Amendment to Declaration (Document No. 2010187014, Official Public Records of Travis County, Texas).
[6] Number of parking spaces amended by the 2004 Amendment to Declaration (Document No. 2004198747, Official Public Records of Travis County, Texas).
[7] Unit and number of parking spaces added by the 2004 Amendment to Declaration (Document No. 2004198747, Official Public Records of Travis County, Texas).

failure by the tenant to comply with the terms of any such document shall constitute a default under the lease agreement.

(c) No noxious or offensive activities of any sort shall be permitted, nor shall anything be done in any Unit or in any Common Element which shall be or may become an annoyance or nuisance to the other Owners.

(d) The provisions of this Article shall not prohibit the Council or any Owner from owning a Unit for the use and enjoyment of the manager of the Condominium or for rental to guests of Owners or from using the Common Elements in any reasonable manner necessary in connection with the operation and maintenance of the Condominium.

(e) Nothing shall be done in or kept in or on any Unit, balcony, Storage Space, Parking Space or Common Element which will increase the rate of insurance on the Condominium or any other Unit over that applicable to residential buildings, or would result in uninsurability of the Condominium or any part thereof, or the cancellation, suspension, modification or reduction of insurance in or on or covering the Condominium or any part thereof. If, by reason of the occupancy or use of any Unit by any Owner, the rate of insurance on all or any portion of the Condominium shall be increased, such Owner shall be personally liable to the Council for such increase caused thereby and such sum shall be payable to the Council at the same time and in the same manner as provided for the payment of the Common Expense Charge.

(f) No Owner shall install, attach, or hang or allow to be installed, attached or hung, any equipment or wiring or electrical installations, television or radio transmitting or receiving antennas, air conditioning units or any other like equipment or wiring in or across any portion of any Common Elements, or which protrudes from any balcony or through any wall, floor, ceiling, window or door which is a Common Element, except as approved by the Council. All radios, televisions, electrical equipment or appliances of any kind or nature and the wiring therefor installed or used in a Unit shall fully comply with all rules, regulations, or requirements of all state and local public authorities having jurisdiction.

(g) Each Owner, lessee or occupant legally in possession shall promptly and fully comply with any and all applicable laws, rules, ordinances, statutes, regulations or requirements of any governmental agency or authority with respect to the occupancy and use of his Unit and with the provisions hereof, and with the By-Laws, Condominium Regulations and Community Rules promulgated hereunder.

(h) The Owners of Units 1A1, 1A2, 1A3, and 1A4 may create easements and agreements among themselves for use of the area shown on Exhibit C-2010 as Shared Space, provided that the rights and obligations of the Council shall not be diminished, modified, or affected without the Council's express written consent.[8]

(i) The Owners of Units 1A1 and 1A2 shall erect and continuously maintain fencing and gates (the "Enclosure") to enclose the limited common elements appurtenant to their respective Units, and designated on Exhibit C-2010 as "patio south" and "patio north". The Enclosure shall match

[8] Section added by the 2010 Amendment to Declaration (Document No. 2010187014, Official Public Records of Travis County, Texas).

the materials, scale, and appearance of the fence at the eastern boundary of the Land. Plans and specifications for the Enclosure shall be submitted to the Council for approval prior to construction, modification, or replacement of the Enclosure. Erection and maintenance of the Enclosure shall be at the sole expense of the Owner(s) of Units 1A1 and 1A2, with each Owner responsible for the portion of the Enclosure that encloses that Unit's limited common elements.[9]

Section 2.2 DECORATION, MAINTENANCE AND REPAIRS OF UNITS. Any Owner my decorate and redecorate his Unit and my make any improvements or alterations within his Unit (but not to Common Elements) and shall have the right to paint, repaint, tile, wax, paper, or otherwise furnish or decorate any interior surfaces of walls, partitions, ceilings and floors within the Unit. Each owner shall, at his own cost and expense, maintain his Unit and all Common Elements servicing only his Unit (whether or not within the boundaries of the Unit) in good condition and repair.

Section 2.3 BALCONIES.

(a) No Owner shall paint, remodel or enclose any balcony or store objects or things on such balcony or dry clothing or place other materials on such balcony in any manner which is likely to impair the uniform appearance of the exterior of the Building.

(b) An Owner may furnish a balcony with outdoor furniture in keeping with the provisions of this Declaration, the Condominium Regulations and Community Rules promulgated hereunder.

Section 2.4 ALTERATIONS TO COMMON ELEMENTS.

(a) No owner shall do any act or permit any acts to be done in, on or to any Unit, balcony, Parking Space, Storage Space or Common Element which will impair the structural integrity, weaken the support or otherwise adversely affect the Building or any Common Element.

(b) Decorative wall items such as lights, shelves and art work may be affixed to or installed on the interior walls, floors, doors and ceilings of any Unit which are Common Elements without prior approval of the Council provided such affixation or installation is done in a good and workmanlike manner. Except for such affixation or installation of decorative wall items, no Owner shall make any alterations to any of the Common Elements (including walls, windows and doors which are Common Elements) nor install, attach, paste or nail any article thereto without the prior approval of the Council.

Section 2.5 MORTGAGEE RIGHTS NOT AFFECTED. The rights of mortgagees and other lien holders which exist at the time of the adoption of this Revised Declaration of Condominium are not affected by this Revision.

Section 2.6 ADDITIONAL PROVISIONS. The Council, by provisions of its By-Laws, or by Condominium Regulations and Community Rules enacted pursuant to the provisions hereof, may provide such additional requirements, standards and guidelines for use of the Common Elements and Limited Common Elements, the Parking Spaces, the Storage Spaces and the Units

[9] Section added by the 2010 Amendment to Declaration (Document No. 2010187014, Official Public Records of Travis County, Texas).

as are necessary or desirable in the judgment of the Council for the operation of the Condominium, provided such Condominium Regulations, By-Laws and Community Rules are not in conflict with the provisions of this Declaration of Condominium. Such By-Laws, Condominium Regulations and Community Rules shall be applicable; to the Common Elements and the Units as though set forth herein at length.

ARTICLE III
COUNCIL OF OWNERS

Section 3.1 AUTHORITY TO MANAGE. The affairs of the Condominium and of the Condominium Regime shall be administered by the Cambridge Condominiums Council of Owners, a Texas non-profit corporation. The Council shall have all rights, powers and duties of the "Council of Owners", as that term is used in the Texas Condominium Act. The Council shall have the right, power and obligation to provide for the maintenance, repair, replacement, administration and operation of the Condominium and the Condominium Regime as provided herein, in the By-Laws and in the Condominium Regulations. The business and affairs of the Council shall be managed by its Board of Directors.

The Board may engage an individual or an entity as the manager of the Condominium; provided, however, any agreement for Professional Management of the Condominium shall provide for termination by either party without cause or Payment of a termination fee on thirty (30) or more days written notice, and shall be for a term not to exceed one (l) year; provided, however, except in case of emergency, the prior written approval of each holder of a first Mortgage secured by a lien on any Unit will be required for the effectuation of any decision by the Council to terminate Professional Management and assume Self-Management of the Condominium. Such contract shall provide for payment to the manager of a management fee no higher than the fees usually paid to managers of similar high-rise residential buildings (whether rental or condominium) in Austin, Texas. The Board may delegate any of its duties, powers or functions to a manager selected by the Board. The members of the Board shall not be liable for any omission or improper exercise by the manager of any such duty, power or functions so delegated. Such delegation shall be by written instrument executed by a majority of the members of the Board.

Section 3.2 MEMBERSHIP IN THE COUNCIL. Each individual Owner (and only an Owner) shall be a member of the Council so long as he shall be an Owner and such membership shall automatically terminate when he ceases to be an Owner. An Owner which is a corporation, partnership or other entity may designate an individual, or two individuals, to exercise such entity's rights as a member of the Council. Upon the transfer of ownership of a Unit, the new Owner succeeding to such ownership shall likewise succeed to rights of membership in the Council,

Section 3.3 VOTING OF MEMBERS. There shall be one (1) vote in the affairs and management of the Council for each Unit; provided, however, Unit 1A1 shall have one (1) vote*, Unit 1A2 shall have two (2) votes, Unit 1A3 shall have two (2) votes*, Unit 1A4 shall have one (1) vote, Unit 1B shall have two (2) votes, Unit 1C shall have two (2) votes, and Unit 1D shall have one (1) vote.[10] The Owner or the spouse of an Owner may cast the vote in meetings of the Council of Owners. In the event that ownership interests in a Unit are owned by more than one

[10] First sentence amended by the 2010 Amendment to Declaration (Document No. 2010187014, Official Public Records of Travis County, Texas).

member of the Council, the members who own fractional interests in such Unit aggregating more than 50% of the whole ownership thereof shall appoint one member who shall be entitled to vote the vote of that Unit at any meeting of the Council. Such designation shall be made in writing to the Board of Directors and shall be revocable at any time by actual notice to the Board or upon the death or judicially declared incompetence of any one of such members. In the event that a Unit is owned by more than one member and no single member is designated to vote on behalf of the members having an ownership interest in such Unit, then none of such members shall be allowed to vote. All members of the Council may be present at any meeting of the Council and may act at such meetings either in person or by proxy.

*At the express request of the owner of Units 1A1, 1A2, 1A3, and 1A4, the allocation of votes is disproportionate to the Percentage Ownership Interest for each Unit.

Section 3.4 MEETINGS OF THE COUNCIL.

(a) An annual meeting of the Council shall be held in the Building or at such other place as may be designated by the Board at 8:00 o'clock p.m. on the fourth Tuesday in January of each calendar year (or the first business day thereafter if such day is a governmental or religious holiday). At the discretion of the Board, the annual meeting of the Council may be held at such reasonable time (not more than sixty (60) days prior to or subsequent to the aforesaid date) as may be designated by written notice of the Board delivered to the members not less than ten (10) nor more than sixty (60) days prior to the date fixed for said meeting,

(b) At the annual meeting, the Board shall present a certified audit of the Common Expense Fund and the Reserve Fund, itemizing receipts and disbursements for the preceding calendar year the allocation thereof to each Owner and the estimated Common Expense Charges for the coming calendar year. Within thirty (30) days after the annual meeting, the statements and estimates presented at the annual meeting by the Board shall be delivered to all Owners.

(c) Special meetings of the Council may be called by the President or any Vice President at any time or may be called upon petition to the President by members having ten percent (10%) of the votes in the Council or by a majority of the Board of Directors. Written or printed notice stating the place, day and hour of such special meeting and the purpose or purposes for which the meeting is called shall be delivered to each member not less than three (3) nor more than twenty-one (21) days before the date of such meeting.

(d) For the purpose of determining the members entitled to notice of a meeting and to vote at any meeting, the membership of the Council shall be determined as of the close of business on the twenty-fifth (25th) day preceding such meeting.

Section 3.5 BOARD OF DIRECTORS. The Board of Directors shall consist of five (5) persons who are members of the Council, spouses of members, or in the event that a Unit is owned by a corporation or other entity, an officer, director, partner, fiduciary or beneficiary of such entity which owns the Unit. The Directors shall serve staggered terms so that at each annual meeting of the Council, the members shall elect either three (3) or two (2) Directors, as the case may be, each to serve for a term of two years, in order to fill the positions of the Directors whose terms have expired at the time of the annual meeting. The candidates receiving the highest number

of votes up to the number of Directors of the Board to be elected shall be deemed elected. All votes shall be cast by written ballot. Members shall not vote cumulatively for the election of Directors. The presence of a majority of Directors at a meeting of Directors shall constitute a quorum for the transaction of business. The action of a majority of Directors present at a meeting at which there is a quorum shall be the act of the Board, but no action shall be taken at any meeting without the affirmative action of at least three (3) members of the Board. The annual meeting of the Board shall be held each year immediately following the annual meeting of the Council, at the place of such annual meeting, for the election of officers and the consideration of any other business that may properly be brought before such meeting. Regular meetings of the Board of Directors shall be held at such times and places as the Board of Directors shall determine. Special meetings of the Board of Directors shall be held at any time upon the call of the President or upon call by two (2) Directors. Notice of such special meeting shall be in writing.

The members of the Board shall serve for a term of two (2) years commencing at the time of their election until their death, resignation, removal or until they are no longer members of the Council, whichever is earlier. Any member of the Board may be removed from membership on the Board, with or without cause, by the affirmative vote of two-thirds of the votes represented at a meeting of the Council called to consider such action.

Section 3.6 ACTIONS WITHOUT MEETINGS. Any action required by this Declaration or by law to be taken at a meeting of the Council or at a meeting of the Board may be taken without a meeting if a consent in writing setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof or signed by all of the members of the Board, as the case may be. Such consent shall have the same force and effect as a unanimous vote at a meeting.

Section 3.7 OFFICERS. The Officers of the Council shall be elected by the Board of Directors and shall consist of a President, a Vice-President, a Secretary and a Treasurer and such other Vice-Presidents, Assistant Secretaries, and Assistant Treasurers as may be convenient or necessary in the Judgment of the Board for the administration and operation of the Condominium. The Officers shall be elected from among the members of the Board of Directors.

Section 3.8 ADMINISTRATION OF THE CONDOMINIUM. The Council, acting through its Board of Directors, its Officers or other duly authorized management representatives, shall manage the business and affairs of the Condominium and shall, without limitation, have the powers of collection and enforcement set forth herein; and for the benefit of all of the Owners in the Condominium shall provide, perform, cause to be performed, maintained, acquired, contracted and paid for out of the Common Expense Fund, the following:

(a) Utility services used in or for the Common Elements and, if not separately metered or charged, utility services used in or for the Units. Telephone service and any utility services separately metered or charged shall be paid for by the Owner of the Unit served by such utility services.

(b) The insurance required by Article V hereof and such other policies of casualty, liability and/or other insurance covering persons, property and risks as are in the best interest of the Condominium.

(c) The services of a manager and such other persons as the Board shall from time to time determine are necessary or proper to the daily management, operation and maintenance of the Condominium.

(d) All supplies, tools and equipment reasonably required for use in the management, operation, maintenance, cleaning and enjoyment of the Condominium.

(e) The cleaning, maintenance, repairing, reconstruction and replacement of the Common Elements as the Board shall determine is necessary.

(f) The services of gardeners, parking attendants, doormen, security guards, porters and such other persons to the extent necessary for the operation of the Condominium in the manner desired by the members of the Council.

(g) The removal of all trash, garbage and rubbish from the central garbage receptacle or receptacles of the Building, including the employment of the services of a garbage collection company or agency, public or private.

(h) Costs of bookkeeping of the accounts of the Council and the annual audit provided for herein; legal and accounting services and fees of the Council; premiums of fidelity bonds; taxes or assessments of whatever type assessed or imposed against any of the Common Elements.

(i) Such other services determined by the Board of Directors to be useful or necessary for the safety, comfort and/or enjoyment of the occupants.

The Board shall not, without the prior authorization of the Council at a meeting of the Council, contract for or pay for out of the Common Expense Fund or the Reserve Fund any one (1) item of capital addition or improvement (other than replacement or repair of existing Common elements) at a cost in excess of Five Thousand Dollars ($5,000.00); however, this limitation will not prevent the expenditure of funds exceeding Five Thousand dollars ($5,000.00) if, in the opinion of the Board of Directors an emergency situation making such expenditure necessary.

Nothing herein shall authorize the Board to furnish to any person services primarily for the benefit or convenience or any Owner or Owners or any occupant or occupants of any Unit other than services customarily rendered to all Owners and occupants of Units.

The Board shall have the exclusive right and obligation to contract for all goods, services and insurance in connection with the administration of the Condominium, payment for which is to be made from the Common Expense Fund and Reserve Fund.

Section 3.9 ACCOUNTING AND AUDIT. The Board of Directors shall keep or cause to be kept detailed books of account of the receipts and expenditures affecting the Condominium and its administration and specifying the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Condominium or the Council. Both the books of accounts and all vouchers supporting the entries made therein shall be available for examination at the office of the Council by all Owners and Mortgagees at convenient hours on working days and the Board of Directors shall cause to be established and announced for general knowledge the days and hours within which such books shall be available for inspection. All such

books and records shall be kept in accordance with generally accepted accounting procedures, consistently applied, and shall be audited at least once a year by an outside auditor pursuant to the terms and provisions of the By-laws of the Council. The fiscal year of the Council shall be the calendar year unless another period is established by an amendment of the By-laws.

Section 3.10 RIGHT OF ENTRY. The Council, or its duly authorized representatives, shall have the right and authority to enter any Unit for the purposes of:

(a) Making repairs therein.

(b) Performing necessary maintenance or repairs to the Common Elements, for which the Council is responsible.

(c) Abating any nuisance or any dangerous, unauthorized, prohibited or unlawful activity being conducted or maintained in such Unit.

(d) Protecting the property rights and welfare of other Owners.

(e) Enforcing the provisions of this Declaration of Condominium, the By-laws or the Condominium Regulations and Community Rules promulgated thereunder.

Except in the event of an emergency, such right of entry shall be exercised only in the presence of the Owner or other occupant of the Unit which is entered. In all events, such right of entry shall be exercised in such manner as to avoid any unreasonable or unnecessary interference with the possession, use or enjoyment of the Unit by the Owner or occupant thereof and shall, whenever possible, be preceded by reasonable notice to the Owner or occupant thereof. In the event that any damage is caused to the property of the Owner in connection with the exercise of such right of entry, such damage shall be repaired at the expense of the Council and the Board is authorized to expend Common Expense Fends therefor.

Section 3.11 NOTICES. Any notice permitted or required to be given to a member of the Board or to an Owner nay be delivered personally, by mail or by placing such notice at or under the door of each resident Owner or member of the Board. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after deposit in the U.S. Mail, postage prepaid, addressed to an Owner at his Unit or to such other address as the Owner may have given in writing to the Secretary of the Council for the purpose of service of notices. Any address for purposes of notice may be changed from time to time by notice in writing to the Secretary.

ARTICLE IV
COMMON EXPENSE FUND; ASSESSMENTS; COLLECTION

Section 4.1 COMMON EXPENSE CHARGES. All Owners are bound to contribute, in proportion to their Percentage Ownership Interests, to the Common Expense Fund and the Reserve Fund as a Common Expense Charge, as that amount is set by the Board to cover the expenses of administration of the Condominium Regime and the administration, maintenance, replacement and repairs of the Common Elements and other expenses provided by the terms hereof to be paid by the Council or those expenses agreed upon to be assumed by the Council pursuant to this Declaration, its By-Laws and Condominium Regulations. No Owner shall be exempt from the

obligation to make such contribution to the Common Expense Fund and Reserve Fund by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit belonging to him or under any other circumstances.

Section 4.2 BUDGETS, ESTABLISHMENT OF COMMON EXPENSE CHARGES AND SPECIAL ASSESSMENTS. The Board of Directors of the Council shall establish an annual budget in advance for each calendar year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the condominium, including reasonable allowances for (i) contingencies and (ii) reserves for major repairs to or replacement of Common Elements; or major additions to Common Elements. Such allowances for (i) contingencies and (ii) reserves shall be payable as a part of the regular monthly installments rather than by Special Assessment. The Common Expense Charge for such year shall be established by the adoption of such annual budget by the Board of Directors. Copies of each such budget shall be delivered to each Owner by such reasonable means as the Board of Directors may provide. In the event that the Board of Directors at any time determines that the Common Expense Charges so levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium for such fiscal year or in the event of casualty losses, condemnation losses or other events (including non-payment of Common Expense Charges by some Owners) which require additional funds be supplied for preservation and operation of the Condominium, the Board of Directors shall have the responsibility from time to time to propose the levy of a Special Assessment as it shall deem necessary for that purpose. Such Special Assessment shall not be levied, however, without the prior approval of Owners having at least a majority of the votes in the Council unless a greater number of votes is required by law.

The failure or delay of the board to prepare any annual budget or to deliver copies of such budgets to each owner shall not constitute a waiver or release in any manner of any owner's obligation to pay Common Expense Charges whenever the same shall be determined, and in the event of any delay or failure to establish any annual budget each Owner shall continue to pay the Common, Expense Charge, monthly, at the rate established for the previous period until a new annual budget is established.

Section 4.3 PAYMENT OF COMMON EXPENSE CHARGES AND SPECIAL ASSESSMENTS. Common Expense Charges shall be due on the first day of the month and payable monthly in advance. Special Assessments shall be payable on or before ten (10) days after Owners are invoiced therefor, Payment of Common Expense Charges and Special Assessments shall be in default if such Common Expense Charges or Special Assessments, or any part thereof, are not paid to the Council on or before the due date for such payment. In addition to the Common Expense Charges and Special Assessments in default, each Owner shall pay as a late charge the sum of Twenty-Five Dollars ($25.00) per Unit if any Common Expense Charge or Special Assessment is not paid within ten (10) days of the due date for such payment and thereafter a like amount for each month in which such payment is in default until paid. Each Owner (whether one or more persons) shall be personally liable for the payment of all Common Expense Charges and Special Assessments which may be levied against such Owner and his Unit pursuant to the provisions hereof.

Section 4.4 ENFORCEMENT. In order to secure the payment of the Common Expense Charges and Special Assessments levied hereunder, a vendor's lien to the extent

permitted by law shall be and is hereby reserved in and to each Unit and assigned to the Council, without recourse, which lien shall be enforceable through appropriate judicial proceedings by the Council or any Owner on behalf of the Council. Said lien shall be deemed subordinate and inferior to the lien or liens of any Mortgagee who or which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any Unit. The collection of such Common Expense Charges and/or Special Assessments may, in addition to any other applicable method at law or in equity, be enforced by suit for a money judgment or collected out of the sale proceeds of such Unit in accordance Section 81.208 of the Texas Condominium Act, and in such event the expenses incurred in collecting such delinquent charge and/or assessment, including interest, costs and attorney's fees, shall be chargeable to and a personal obligation of such defaulting Owner. A notice of unpaid Common Expense Charges and/or Special Assessments may be recorded in the Condominium Records of Travis County, Texas. Any Mortgagee who or which obtains title to a Unit pursuant to the remedies provided in a Mortgage or foreclosure of a Mortgage shall not be liable for such Unit's unpaid Common Expense Charges and/or Special Assessments which have been accrued prior to the date that the Mortgagee acquires title to such Unit. An Owner in default in the payment of the Common Expense Charge or any Special Assessment shall not be entitled to vote at any meeting of the Council so long as such default exists.

Section 4.5 COMMON EXPENSE FUND. The Common Expense Charges collected shall be paid into the Common Expense Fund to be held and used for the benefit, directly or indirectly, of the Condominium; and such Common Expense Fund may be expended by the Board for the purposes set forth herein including, without limitation, providing for the enforcement of the provisions of this instrument, the By-Laws of the Council and Condominium Regulations and Community Rules promulgated hereunder; for the maintenance, operation, repair, benefit and welfare of the Common Elements, and generally for doing those things necessary or desirable in the opinion of the Board to maintain or improve the Condominium. The use of the Common Expense Fund for any of these purposes, except as provided herein, is permissive and not mandatory, and the decision of the Board with respect thereto shall be final, so long as made in good faith.

ARTICLE V
INSURANCE

Section 5.1 GENERAL PROVISIONS. The Board of Directors of the Council shall have the authority to and shall obtain insurance for the Condominium as follows:

(a) Insurance on the Building, including the Units and the Common Elements, against loss or damage by fire and loss or damage by all risks now or hereafter embraced by standard extended coverage policies in use in the State of Texas (with vandalism and malicious mischief endorsements; and with appropriate endorsement to include coverage for the structural items located within Unit Owners' Units and owed by them, all as described in Section 5.2 of this Article V) in amounts sufficient to prevent the Council or the Owners from becoming a co-insurer within the terms of the applicable policies, but not less than the full insurable replacement cost thereof. The "full insurable replacement cost" of the Building, including the Units, the Common Elements and the structural portions of the Units as provided for in Section 5.2 of this Article V shall be determined from time to time, but not less often than once in a twelve-month period, by the Board. The Board shall have the authority to obtain and pay for an appraisal by a person or organization

selected by the Board in making such determination. The cost of any and all such appraisals shall be borne by the Common Expense Fund. The Board may accept an "Agreed Amount Endorsement" from the company providing the insurance of the Building if, in the opinion of the Board, the amount of insurance provided is sufficient to fully cover any catastrophic loss under the most adverse situation likely to occur, in lieu of obtaining appraisals as provided for above. When the Board so accepts an "Agreed Amount Endorsement", it shall be deemed to be in compliance with the requirement that it obtain insurance in amounts sufficient to prevent the Council or the Owners from becoming a co-insurer, and in amounts not less than the full insurable replacement cost.

(b) Insurance on the Building against all loss or damage from explosion of boilers, heating apparatus, pressure vessels and pressure pipes installed in, on or about said Building, without co-insurance clause, so long as available, and insurance against damage to boilers, machinery, air conditioning and other equipment, each in such amount as the Board may deem desirable.

(c) Comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or any Owner, the family, agent, employee or invitee of any Owner, occurring in, on or about the Common Elements or upon, in or about the private driveways, roadways, walkways and passageways, on or adjoining the Condominium, or away from the premises, which public liability and property damage insurance shall afford protection to such limits as the Board may deem desirable. Such liability and property damage insurance shall contain a cross-liability endorsement wherein the rights of named insureds under the policy or policies shall not prejudice his, her or their action or actions against another named insured.

(d) Such workers' compensation insurance as may be necessary to comply with applicable laws.

(e) Employer's liability insurance in such amount as the Board may deem desirable.

(f) A Blanket Fidelity Bond indemnifying the Council, the Board and the Owners from loss of funds resulting from fraudulent or dishonest acts of any employee of the Council or any other person handling the funds of the Council (including volunteers, with an appropriate endorsement if required), in the amount of $250,000, or such greater amount as the Board may deem desirable.

(g) Such other insurance in such reasonable amounts as the Board may deem desirable.

(h) The Board is authorized to engage the services of a competent Insurance Consultant, and to pay for said services out of the Common Expense Fund, to assist and guide in determining insurance coverages to carry, amounts and limits of liability, available markets, analyzing and comparing bids, and other advice on insurance and bonding matters.

The premiums for all insurance acquired on behalf of the Council or the Owners pursuant to the provisions hereof shall be borne by the Common Expense Fund.

All insurance provided for in this section shall be effected under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Texas, and shall conform with the insurance requirements of the Federal Home Loan Mortgage

Corporation and of the Federal National Mortgage Association. All policies of insurance of the character described in Subsections (a), (b), and (c) of this Section 5.1 shall name as insureds the Council and each Owner in the Percentage Ownership Interest established in Exhibit "D" attached to this Declaration; shall contain standard mortgagee clause endorsements in favor of the Mortgagee or Mortgagees of each Unit, if any, as their respective interests may appear; shall be without contribution with regard to any other such policies of insurance carried individually by any Owner, whether such other insurance covers the Unit owned by such Owner and/or the additions and improvements made by such Owner to his respective Unit; shall provide that such policy shall not be terminated for non-payment of premiums or for any other cause without at least thirty (30) days prior written notice to the Council and at least ten (10) days prior written notice to the Mortgagee of each Unit.

All insurance provided for in this section shall provide that adjustment of loss shall be made by the Board and that the net proceeds therefrom shall be payable to the Council, held in a separate account and distributed to the Council, the Owners and their Mortgagees, as their respective interests may appear; provided, however, whenever repair or rebuilding of the Condominium shall be required as provided in Section 6.1 of this Declaration, the net insurance proceeds received by the Council as a result of any such loss shall be deposited in a bank as provided in Section 6.2 of this Declaration for application to such repair or rebuilding,

Each Owner shall be deemed to appoint the Board as his true and lawful attorney-in-fact to act in connection with all matters concerning the procurement and maintenance of all insurance provided for in this Section. Without limiting the generality of the foregoing, the Board as said attorney shall have full power and authority to procure and maintain such insurance, to collect and remit the premiums therefor, to collect proceeds and, subject as aforesaid, to distribute the same to the Council, the Owners and their Mortgagees, as their respective interests may appear, to execute releases of liability and to execute all documents and to do all things on behalf of each Owner as shall be necessary or convenient to the accomplishment of the foregoing, and any insurer may deal exclusively with the Board in regard to such matters. The Board shall not be responsible for the procurement or maintenance of any insurance covering the contents of any Unit or the interior structure of any unit other than as initially installed or replacements thereof, in accordance with the original condominium plans and specifications; of covering the liability of any Owner for occurrences therein not caused by or connected with the Council's operation, maintenance or use of the Condominium,

Section 5.2 INSURANCE ON INDIVIDUAL UNITS.

(a) The Board of Directors shall have the authority to and shall obtain, for the benefit of the Owner of each Unit in the Condominium, as part of the Association's policy, insurance covering replacement or restoration, as needed, of the interior surfaces of perimeter walls, interior walls, floors, ceilings, windows, doors, kitchen and bathroom fixtures, and floor and wall coverings (up to the standards generally prevailing in the Condominium as of the date of the filing of the Original Declaration of Condominium), in case of damage or loss of any of these from fire, water damage or other normally insurable risk. This insurance will not cover furniture, pictures, clothing, jewelry, or other personal property such as television sets, microwave ovens, and similar appliances other than the kitchen refrigerator, dishwasher, garbage disposal, cooking range and vent hood; nor will it cover structural interior parts, kitchen and bathroom fixtures, and floor and wall coverings for

conditions and standards exceeding those which prevailed at the date of filing the original Declaration of Condominium.

(b) An individual Owner may secure separate insurance to cover personal property items not covered by the Association's blanket insurance and to cover especially costly improvements which have been made to a Unit.

(c) All policies of property or casualty insurance carried separately by each Owner shall be without contribution with respect to the insurance obtained by the Council of Owners for the benefit of all Owners as provided above.

(d) Owners must carry at their own cost individual policies of liability insurance. Minimum limits and other requirements for liability policies are addressed in the Community Rules.[11]

ARTICLE VI
FIRE OR CASUALTY; REBUILDING

Section 6.1 DETERMINATION OF LOSS. In the event of a fire or other casualty causing damage or destruction to the Building, the Board shall determine whether such loss comprises the whole or more than two-thirds of the Building. Unless otherwise provided by law, such determination shall be made by determining whether the cost of necessary repair or reconstruction would exceed two-thirds of the cost of repairing or reconstructing the Building as it existed prior to such fire or other casualty.

In the event of fire or other casualty which does not comprise more than two-thirds of the Building, unless otherwise unanimously agreed by the Owners, all proceeds of insurance policies carried by the Council and all accrued and collected Common Expense Charges shall be delivered to the Owners and their Mortgagees, as their interests may appear, in proportion to the Percentage Ownership Interest of each Owner, and the Condominium Regime established by this Declaration of Condominium shall terminate. Upon such termination, the Units and Common Elements shall be deemed to be regrouped and merged into a single filial estate owned in undivided interest by all Owners as tenants-in-common in the Percentage Ownership Interest previously owned by each Owner in the Common Elements.

Section 6.2 REPAIR OR RECONSTRUCTION. In the event that it is determined that the Building shall be repaired or reconstructed, then the net proceeds of insurance policies with respect to such fire or casualty, carried by the Council, shall be deposited in a bank selected by the Board, as Trustee, insured by the Federal Deposit Insurance Corporation (or its successors) and located in Travis County, Texas, to be held in trust for the benefit of the Owners and their Mortgagees as their respective interests may appear. The Board shall thereupon contract to repair or reconstruct the damaged portions of all Units, Building and Common Elements in accordance with the original plans and specifications therefor and the funds held in trust in such bank shall be used for this purpose and disbursed by the Board in accordance with the terms of the contract of repair or reconstruction.

[11] Section amended by the 2017 Amendment to Declaration (Document No. 2017026989, Official Public Records of Travis County, Texas).

In the event that such insurance proceeds are insufficient to provide for such repair or reconstruction, the costs of such repair or reconstruction in excess of such insurance proceeds shall be assessed against all of the Owners, in proportion to the Percentage Ownership Interest of each Owner, as set forth in this Declaration. Such Special Assessments shall not require the consent of the members of the Council notwithstanding the provisions of Section 4.2 hereof. If any Owner shall fail to pay such Special Assessment when due, the Board may make up the deficiency by payment from the Common Expense Fund, which payment shall in no way release the Owner who has failed to make payment of such Special Assessment from liability therefor. Such assessments shall be enforceable as provided for other Special Assessments herein. The provisions of this Section may be changed only by unanimous resolution of the Owners, adopted subsequent to the date on which fire or casualty loss occurs.

Section 6.3 REPAIR OR RECONSTRUCTION OF UNITS. Each Owner shall be entitled to participate in proceeds of insurance obtained by the Council for repairs or reconstruction made necessary within his Unit, but only to the extent needed to bring the Unit up to the standards generally prevailing in the Condominium as of the date of the filing of the original Declaration of Condominiums. Each Owner shall be responsible for any and all costs of repair, reconstruction or replacement beyond that standard.

Section 6.4 INDEMNITY OF COUNCIL. Each Owner shall be responsible for the costs not otherwise covered by insurance carried by the Council caused by his negligence or misuse or by the negligence or misuse of his immediate family, and his agents or employees in the course of their duties, and shall, to the extent not covered by insurance collected by the Council, indemnify the Council and all Owners against any such costs of repair or reconstruction of any portion of the building.

Section 6.5 NOTIFICATION OF MORTGAGEES. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the holder of any first Mortgage covering a Unit, if the Condominium has been notified of the existence of the mortgage and the name and address of the mortgagee, Will be entitled to timely written notice of any such damage or destruction and no provision of any document establishing the Condominium will entitle the Owner of a Unit or other party to priority over such first Mortgage holder with respect to the distribution to such Units of any insurance proceeds.

ARTICLE VII
EMINENT DOMAIN

Section 7.1 GENERAL PROVISIONS. If all or any part of the Condominium is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary) the Board and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Board shall give notice of the existence of such proceedings to all Owners and to all Mortgagees known to the Board to have an interest in any Unit. The expense of participation in such proceedings by the Board shall be borne by the Common Expense Fund. The Board is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Board in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards shall be applied or paid as provided herein.

Section 7.2 TAKING OF COMMON ELEMENTS. In the event that an action in eminent domain is brought to condemn a portion of the Common Elements (together with or without any Unit), the Board, in addition to the general powers set forth herein, shall have the sole authority to determine whether to defend or resist any such proceedings, to make any settlement With respect thereto; or to convey such property in lieu of such condemnation proceeding. With respect to any such taking of Common Elements only, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are determined, the Board may, if it deems advisable, call a meeting of the Owners, at which meeting the Owners, by a majority vote of all Owners eligible to vote, shall decide whether to replace or restore as far as possible, the Common Elements so taken or damaged. In the event it is determined that such Common Elements should be replaced or restored by obtaining other land or building additional structures, such damages and awards shall be applied to the cost of such replacement or restoration and, if the change in circumstances so warrant, this Declaration and the Exhibits attached hereto shall be duly amended by instrument executed by the Board of Directors on behalf of the Owners. If such damages or awards exceed the costs of replacement and restoration, then the excess shall be paid to each Owner and his Mortgagee, as their interests may appear, in proportion to his Percentage Ownership Interest in the Common Element. If the Board decides against calling such meeting, or if the replacement or restoration fails to receive the requisite approval, the total of such damages or awards shall be paid to each Owner and his Mortgagee, as their interests may appear, in proportion to his Percentage ownership Interest in the Common Element.

Section 7.3 TAKING OF UNITS. In the event that such eminent domain proceeding results in the taking of or damage to one or more, but less than two-thirds of the total number of Units, then the damages and awards for such taking shall be determined for each Unit and the following shall apply:

(a) The Board shall determine which of the Units damaged by such taking may be made tenantable for the purposes set forth in this Declaration, taking into account the nature of this Condominium and the reduced size of each Unit so taken or damaged.

(b) The Board shall determine whether it is reasonably practicable to operate the remaining Units of the Condominium including those damaged Units which may be made tenantable as a Condominium in the manner provided in this Declaration.

(c) In the event that the Board determines it is not reasonably practicable to operate the undamaged Units and the damaged Units which can be made tenantable as a Condominium, then the Condominium shall be deemed to be regrouped and merged into a single filial estate owned jointly in undivided interest by all Owners, as tenants-in-common, in the Percentage Ownership Interest previously owned by each Owner in the Common Elements.

(d) In the event that the Board determines that it will be reasonably practicable to operate the undamaged Units and the damaged Units which can be made tenantable as a Condominium, then the damages and awards made with respect to each Unit which has been determined to be capable of being made tenantable shall be applied to repair and reconstruct such Unit so that it is made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Owners of those Units which are being repaired or reconstructed so

as to be made tenantable; provided, however, any such Owner may elect to surrender ownership of the Unit to the Council of Owners and be relieved of responsibility for such assessment. With respect to those Units which may not be made tenantable, the award made with respect to such Units shall be paid to the accounts of the Owners of such Units, and their mortgagees, as their interests may appear, and the remaining portion of Units, if any, shall become a part of the Common Elements, and repair and use of such Units shall be determined by the Board. Upon the payment of such award for the account of such Owner as provided herein, such Unit shall no longer be a part of the Condominium and the Percentage Ownership Interest in the Common Elements appurtenant to each remaining Unit which shall continue as part of the Condominium shall be equitably adjusted to distribute the ownership of the undivided interests in the Common Elements among the reduced number of Owners and this Declaration and the Exhibits attached hereto shall be duly amended by instrument executed by Board of Directors on behalf of the Owners.

If the entire Condominium is taken, or two-thirds or more of the Units are taken or damaged by such taking, all damages and awards shall be paid to the accounts of the Owners of Units, as provided herein, in proportion to their Percentage Ownership Interest in the Common Elements and this Condominium Regime shall terminate upon such payment. Upon such termination, the Units and Common Elements shall be deemed to be regrouped and merged into a single filial estate owned in undivided interest by all Owners as tenants-in-common in the Percentage Ownership Interest previously owned by each Owner in the Common Elements.

Section 7.4 PAYMENT OF AWARDS AND DAMAGE. Any damages or awards provided in this Article to be paid to or for the account of any Owner by the Board, acting as Trustee, shall be applied first to the payment of any taxes or assessments by governmental authorities past due and unpaid with respect to that Unit; secondly, to amounts due under duly recorded Mortgages in order of their priority; thirdly, to the payment of any Common Expense Charges or Special Assessments charged to or made against the Unit and unpaid; and finally to the Owner of such Unit.

Section 7.5 NOTIFICATION OF MORTGAGEES. If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder of any first mortgage covering a Unit will be entitled to timely written notice of any such proceeding or proposed acquisition and no provision of any document establishing the Condominium will entitle the Owner of a Unit or other party to priority over such holder with respect to the distribution to such Unit of the proceeds of any award or settlement.

ARTICLE VIII
TRANSFER OF UNIT; NO RIGHT OF FIRST REFUSAL

Section 8.1 APPLICATION OF PROCEEDS OF SALE. Upon the sale or conveyance of a Unit by an Owner, the proceeds of such sale or conveyance shall be applied as follows:

(a) First to assessments, liens and charges in favor of the state and any political subdivision thereof for taxes past due and unpaid on the Unit;

(b) Secondly, to amounts due under duly recorded Mortgages in order of their priority;

(c) Thirdly, to the payment of all unpaid Common Expense Charges and/or Special Assessments against the Unit and the Owner thereof; and

(d) Fourthly, to the Owner of such Unit.

If such unpaid Common Expense Charges and/or Special Assessments are not paid or collected at the time of sale or conveyance of a Unit, the grantee of such sale or conveyance shall be jointly and severally liable With the selling Owner for all unpaid Common Expense Charges and/or Special Assessments against the Unit up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the selling Owner the amounts paid by the grantee therefor.

Section 8.2 NO RIGHT OF FIRST REFUSAL. Any Owner may sell, transfer or otherwise convey such Owner's Unit free from any right of first refusal or any similar restriction in favor of the Council.

ARTICLE IX
AMENDMENT OF DECLARATION, BY-LAWS, CONDOMINIUM REGULATIONS AND COMMUNITY RULES

Section 9.1 AMENDMENT OF DECLARATION. The regime established hereby for the Condominium shall not, by act or omission, be vacated, waived, revoked, abandoned or terminated, nor shall the Percentage Ownership Interest of, nor the dimensions of, any Unit be changed, nor shall the Common Elements, by act or omission, be abandoned, partitioned, subdivided, encumbered, sold or transferred, nor shall any material amendment of this Declaration be made, nor, except in an emergency, shall the effectuation of any decision by the Council to terminate Professional Management and assume Self Management of the Condominium be made, unless the Owners holding in the aggregate at least sixty-seven percent (67%) of the votes of all Units in the Condominium and each holder of a first Mortgage secured by a lien on any Unit in the Condominium agree to such vacation, waiver, revocation, abandonment, termination, partition, subdivision, encumbrance, sale, transfer or amendment by an instrument to such effect duly recorded in the Condominium Records of Travis County, Texas; provided, however, unanimity of each Owner and each Mortgagee shall be required to the extent set forth in the Texas Condominium Act. No unit in the condominium shall be partitioned or subdivided unless the Owner of such Unit and the holder of any first Mortgage secured by a lien on such Unit, agree to such partition or subdivision by an instrument to such effect duly recorded in the Condominium Records of Travis County, Texas; provided, however, unanimity of each Owner and each Mortgagee shall be required to the extent set forth in the Texas Condominium Act.

No other provision of this Declaration shall be amended unless the Owners holding in the aggregate at least sixty-seven percent (67%) of the votes in the Condominium agree to such amendment by an instrument to such effect duly recorded in the Condominium Records of Travis County, Texas.

Section 9.2 AMENDMENT OF BY-LAWS. The By-Laws of the Council, adopted pursuant to the provisions of this Declaration, may be amended from time to time by the

affirmative vote of the members having sixty percent (60%) of the number of votes entitled to act on such matters at a meeting of the Council as provided herein.

Section 9.3 AMENDMENT OF CONDOMINIUM REGULATIONS. Condominium Regulations which have been adopted by the Council of Owners may not be added to, deleted, or amended except with the approval of a majority of Owners eligible to vote, at a meeting for which the notice of the meeting contains the full text of the proposed addition, deletion or amendment.

Section 9.4 AMENDMENT OF COMMUNITY RULES . Provisions of the Community Rules may be added to, deleted or amended by the Board of Directors under procedures set out in such Rules, which procedures shall provide notice to all Owners of the proposed changes and an opportunity to express their views.

ARTICLE X
MISCELLANEOUS

Section 10.1 ESTOPPEL CERTIFICATE. Any Mortgagee or any prospective purchaser of a Unit shall be entitled upon written request therefor to a statement from the Board setting forth the amount of any unpaid Common Expense Charges and/or Special Assessments not paid by the Owner of a Unit in which such prospective purchaser or Mortgagee has an interest. Any prospective purchaser shall not be liable for nor shall the Unit conveyed be subject to the lien provided for in this Declaration of Condominium for any Unpaid Common Expense Charges and/or Special Assessments made by the board against the particular unit involved in excess of the amount set forth in such statement, but the selling Owner will remain liable for any charges and/or assessments which were owed but not included in the statement. Any such purchaser shall, however, be liable for any Common Expense Charges and/or Special Assessments becoming due after the date of any such statement.

Section 10.2 NO PARTITION. The Common Elements shall remain undivided and shall not be subject to an action for partition or division of the co-ownership thereof so long as suitable for a Condominium Regime, and, in any event, all Mortgagees secured by an interest in the Common Elements must be paid in full prior to bringing any action for partition or the consent of all holders of such Mortgages must be obtained.

Section 10.3 MORTGAGES.

(a) Any Owner who mortgages his interest in a Unit shall, within ten (10) days after the execution of any Mortgage, give notice to the Council in writing of the name and address of his Mortgagee and the amount secured by the Mortgage, and the Council shall maintain such information in a book entitled “Mortgages of Units”. In addition such Owner shall notify the Council in the same manner as to the release or discharge of any Mortgage.

(b) The Council shall, at the request of any Mortgagee, report to such Mortgagee any unpaid Common Expense Charges and/or Special Assessments due from the Owner of such Unit.

(c) The Council shall, at the request of any Mortgagee, notify such Mortgagee of any default by any Owner in the performance of such Owner's obligations hereunder which is not cured within sixty (60) days from the date of such default.

(d) The Council shall notify the Federal Home Loan Mortgage Corporation (in care of its servicing agent at the servicing agent's address furnished to the Council) of any loss to, or taking of, the Common Elements, if such loss or taking exceeds $10,000.00, or if the damage to a Unit covered by a Mortgage purchased in whole or in part by the Federal Home Loan Mortgage Corporation exceeds $1,000.00.

(e) Any holder of a first Mortgage covering any Unit in the Condominium shall, upon request, be entitled to: (a) inspect the books and records of the Condominium during normal business hours, (b) receive an annual audited financial statement of the Condominium within ninety (90) days following the end of any fiscal year of the Council, and (c) written notice of all meetings of the Council and be permitted to designate a representative to attend all such meetings.

Section 10.4 DEFAULT; ENFORCEMENT. The failure of any Owner to comply with the provisions of this Declaration, the By-Laws of the Council, the Condominium Regulations of the Council or the Community Rules duly adopted from time to time shall constitute an event of default hereunder and shall give rise to the Council or to any aggrieved Owner, or both, without intending to limit any other remedy at law or in equity, to a cause of action for the recovery of damages, or for injunctive relief, or both. Failure by the Board or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed to be a waiver of the right to enforce such covenant or restriction thereafter.

Section 10.5 SEVERABILITY. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision thereof.

Section 10.6 TAXATION. Each Unit shall be assessed and taxed for all purposes as a separate parcel of real estate entirely independent of the Building, and independent of the Condominium or Common Elements, and each Owner shall be fully responsible for the payment of all taxes, municipal claims, charges and assessments of any nature whatsoever assessed against such Unit.

THE END

NOTE: EXHIBITS A-D have been omitted from this text searchable Compilation of Governing Documents 2024. See the recorded instrument in Building Link to view Exhibits A-C (plats of the land and architectural drawings of the floors, garage, and units) and Exhibit D (records of ownership interests and votes cast for 2010 amendment to declaration and creation of fitness room).

ATTACHMENT 3

CAMBRIDGE CONDOMINIUMS COUNCIL OF OWNERS
BYLAWS

THE CAMBRIDGE CONDOMINIUMS COUNCIL OF CO-OWNERS, a Texas non-profit corporation, is the corporation referred to in the Declaration of Condominium of The Cambridge Condominiums, a Condominium Regime in Austin, Travis County, Texas created pursuant to the provisions of the Texas Condominium Act. This corporation is and shall have all of the powers of the "Council of Co-Owners" as authorized by the Texas Condominium Act. The terms used in these By-Laws shall have the same meanings given to them in the Declaration of Condominium unless otherwise specifically provided.

ARTICLE I
OFFICES

The principal office of The Cambridge Condominiums Council of Co-Owners shall be at 1801 Lavaca, Austin, Texas 78701.

ARTICLE II
MEETINGS OF COUNCIL

Section l. Order of Business and Annual Meeting. At the annual meeting of the Council, the following shall be the order of business.

(a) Reading of the minutes of the last annual meeting of the members;
(b) President's report;
(c) Secretary and Treasurer's reports;
(d) Election of Directors to replace Directors whose terms have expired in accordance with the terms of the Declaration of Condominium for the Council for the ensuing year;
(e) Other business that may be properly brought before the members at such meeting.

Section 2. Notice of Meetings. Notice of meetings shall be given as provided in the Declaration of Condominium. A waiver of notice signed by the person entitled to notice of any special meeting, whether before or after the meeting, shall be equivalent to the giving of such notice.

Section 3. List of Members. The Secretary of the Council shall keep at all times a current and complete list of the members of the Council. Such list shall be arranged in alphabetical order, with the address of and the Percentage Ownership Interest of each such member. Such list shall be kept on file at the office of the Council and shall be subject to inspection by any member at any time during the usual business hours. Such list shall also be present and kept open at the time and

place of all meetings of members; shall be available for inspection of any member during the time of such meeting; and shall be prima facie evidence as to the identity of the members.

Section 4. Method of Voting. Voting on any question, other than any election, may be by voice vote or show of hands unless the presiding officer shall order or any member shall demand that voting be by roll call or by written ballot. The presence of the members having a majority of the number of votes in the Council shall constitute a quorum at a meeting of members. The vote of the members having a majority of the votes in the Council thus represented at a meeting at which a quorum is present shall be the act of the Council, unless the vote of a greater number is required by the terms and provisions of the Declaration of Condominium, these By-Laws or the Texas Condominium Act.

ARTICLE III
DIRECTORS

Section 1. Directors shall be elected and qualified as provided in the Declaration of Condominium.

Section 2. Removal. Any Director may be removed from his position as Director, either with or without cause, by the vote of two-thirds of the total votes represented at either an annual or special meeting of the Council.

Section 3. Vacancies and Filling of Vacancies. A particular directorship shall be deemed to be vacant upon the removal of a Director as provided in this Article, upon the death of the person holding such directorship, upon the refusal or failure of a person elected to such directorship to serve; upon the resignation of the person holding such directorship or upon the sale by the Director of his Unit. Any vacancy occurring in the Board of Directors shall be filled at the next meeting of the Board of Directors following the occurrence of such vacancy, or, if the vacancy occurs while a Directors meeting is in progress, such vacancy shall be filled at such meeting. Such vacancy shall be filled by the affirmative vote of a majority of the remaining Directors comprising no less than a quorum. A Director who is elected to fill a vacancy shall serve for the unexpired term of his predecessor in such directorship.

Section 4. Adjournment. Any meeting of the Directors may be adjourned from time to time by those present, whether a quorum is present or not.

Section 5. Waiver of Notices. Notice of any special meeting of Directors may be waived in writing signed by the Director or Directors entitled to such notice; such waiver may be executed at any time before or after the time specified in the Declaration of Condominium for the giving of such notice. Attendance of a Director at a special meeting shall constitute a waiver of notice of such special meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business or to notify the Board that the meeting is not properly called or convened in accordance with the terms of the Declaration or these By-Laws.

Section 6. Compensation. Directors as such shall not receive any stated salary for their services, but by resolution of the Board a fixed sum and expenses of attendance, if any, may be allowed for attendance at each meeting of the Board; provided that nothing contained herein shall be construed to preclude any Director from serving the Council in any other capacity and receiving compensation therefor.

Section 7. Actions without a Meeting. Notwithstanding any other provision of these By-Laws, any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the members or all of the Board of Directors, as the case may be. Such consent shall have the same force and effect as a unanimous vote at a meeting.

ARTICLE IV
OFFICERS

Section l. President. The President shall be the principal executive Officer of the Council and shall in general supervise and control all of the business and affairs of the Council. The President shall preside at all meetings of the members and all meetings of the Board of Directors. He shall sign, with the Secretary or an Assistant Secretary, any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other Officer or agent of the council, or shall be required by law to be otherwise signed or executed; and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time. The President shall not have the authority to bind the Council to any employment agreement in behalf of the Council unless such employment agreement be expressly approved and authorized in advance by resolution of the Board of Directors. In the event that any such employment agreement provides for the Council employing any person who at the time of such employment or at any time during the period of such employment is an officer of the Council, then no provision of such contract purporting to amplify the authority of such Officer beyond the authority set forth in these By-Laws shall be valid or effective unless these By-Laws are amended in a manner consistent with such employment agreement, and the mere signing of such employment agreement in behalf of the Council and its approval at a meeting of the Board of Directors (and/or members) shall not constitute an amendment of these By-Laws. In the event that any such employment agreement (whether or not these By-Laws be amended incident thereto) limits or qualifies the authority of any such Officer in a manner inconsistent with these By-Laws or imposes on such Officer duties not provided for under these By-Laws, then the provisions of such employment agreement limiting and qualifying such authority and imposing such duties shall be valid and effective notwithstanding any inconsistency between the provisions of such employment agreement and the provisions of these By-Laws.

Section 2. Vice Presidents. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated, or in the absence of any designation, then in the order of

their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President of by the Board of Directors.

Section 3. Secretary. The Secretary shall: (a) keep the minutes of the meetings of members and of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the Council's records and of the seal of the Council, if any; (d) keep a register of the post office address of each member; (e) have general charge of the books of the Council; (f) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 4. Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall: (a) have charge and custody of and be responsible for all funds and securities of the Council, receive and give receipts for monies due and payable to the Council from any source whatsoever, and deposit all such monies in the name of the Council in such banks, trust companies or other depositories as shall be selected by the Board of Directors; (b) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors.

Section 5. Additional Officers. Officers in addition to the Vice President, Secretary and Treasurer may be appointed by the Board of Directors and shall hold the offices for such terms and shall have such authority and exercise such powers and perform such duties as shall be determined from time to time by the Board by resolution not inconsistent with these By-Laws. The Assistant Treasurers shall respectively, if required by the President or Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the President or Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the President or the Board of Directors.

Section 6. Vacancies. A vacancy in any office because of the death, resignation, removal, disqualification or otherwise of the Officer previously filling such office, may be filled by the Board of Directors for the unexpired portion of the term.

ARTICLE V
INDEMNITY

Section 1. The Council shall indemnify the Board (and each member thereof) and its Officers (each of them) against expenses and liabilities (including the cost and expense of defending against any such alleged liability) reasonably incurred by such person or persons by reason of his being or having been an Officer or Director of the Council except in cases where such Director or Officer is adjudged guilty by a court of competent jurisdiction of willful

misfeasance or malfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office.

Section 2. The rights of indemnification herein provided may be insured against by policies maintained by the Council; shall be severable, shall not affect any other rights to which any Director or Officer may now or hereafter be entitled, shall continue as to a person who has ceased to be such Director or Officer and shall inure to the benefit of the heirs and personal representatives of such person. Nothing contained herein shall affect any rights to indemnification to which Council personnel other than Directors and Officers may be entitled by contract or otherwise under law.

Section 3. Expenses in connection with the preparation and presentation of a defense to any claim, action, suit or proceeding of the character described above may be advanced by the Council prior to final disposition thereof upon receipt of an undertaking by or on behalf of the Director or Officer, secured by a surety bond or other suitable insurance issued by a company authorized to conduct such business in the State of Texas, to repay such amount if it is ultimately determined that he is not entitled to indemnification under this Article.

ARTICLE VI

CONTRACTS, LOANS, CHECKS DEPOSITS AND TRANSACTIONS

Section l. Contracts. The Board of Directors may authorize any Officer or Officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Council, such authority may be general or confined to the specific instance.

Section 2. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Council shall be signed by such Officer, Officers, agent or agents of the Council and in such manner as shall, from time to time, be determined by resolution of the Board of Directors.

Section 3. Deposits. All funds of the Council not otherwise employed shall be deposited, from time to time, to the credit of the Council in such banks, trust companies or other depositories as the Board of Directors may select.

Section 4. Transactions with members, Directors and Officers. The Council may enter into contracts or transact business with one or more of its Directors, Officers, or members, or with any firm of which one or more of its Directors, Officers or members are members, or with any corporation, association, company, organization or entity in which one or more of its Directors, Officers or members are directors, officers, trustees, shareholders, beneficiaries or are otherwise interested, and in the absence of fraud, such contract or transaction shall not be invalidated or anywise affected by the fact that such Directors, Officers or members having such adverse interest may have been necessary to obligate the Council upon such contract or transaction.

ARTICLE VII

AMENDMENT

Section l. These By-Laws may be amended by the affirmative vote of the Owners of sixty percent (60%) of the number of votes entitled to vote on such question.

ATTACHMENT 4

CAMBRIDGE CONDOMINIUMS COUNCIL OF OWNERS
COMMUNITY RULES

Rule Group I – Principal Rule

1.1 **Quiet Enjoyment –** Owners and occupants are entitled to quiet enjoyment including but not limited to comfort, safety, and undisturbed possession of said premises. Accordingly, all owners, guests, and invitees shall abide by the covenants, conditions, and restrictions provided by the Declaration of Condominium, Condominium Regulations attached hereto and incorporated herein, as well as the terms and provisions provided in these Cambridge Condominium Community Rules.

Rule Group II – Duties and Responsibilities

2.1 **Enforcement Responsibility** – Owners shall be held responsible for the acts and omissions of their family, employees, agents, invitees, guests, and tenants. Additionally, owners and occupants shall cooperate with the Board and management in enforcement of the rules including but not limited to rules prescribed for the use of the swimming pool, club room, fitness room, and other common areas of the building. See Section 13.7 of these rules pertaining to fines for violations of said rules.

2.2 **Responsibility for Damages**

2.2.1 **General Rule** - Each Unit owner shall be responsible for damage to the Building, Common Elements, other Units and the personal property of others if such damage is caused by a condition in their Unit or caused by an action, inaction, or negligence of the Owner or Owner's family, tenants, contractors, repair service personnel, guests, invitees, employees, or agents.

- An Owner shall be liable to the Association for any damages to the Building and Common Elements.
- An Owner shall be liable to other Unit Owners for any damages to other Units and any damages to the personal property of other Unit Owners, and it shall be the responsibility of the Unit Owner whose Unit or personal property was damaged, not the Association, to seek reimbursement from the Owner who is liable for such damage.
- The Association shall issue and revise as necessary RULES REGARDING REPAIRS AND/OR RENOVATION IN CONDOMINIUM UNITS ("Contractor Rules"). Owners are responsible for furnishing a copy of the current Contractor Rules to their contractors.

2.2.2 **Authorized Entry in Event of Water Emergency - Time is of the essence in stopping water leaks!** In case of absence, Owners are deemed to have authorized entry into their Unit by the Association's Management and Staff in the event of a water emergency.

2.2.3 **Specific Rules to Minimize Risk of Serious Water Leaks** - To minimize the risk of serious water leaks that could damage the Building, Common Elements and other Units, all Owners shall take the preventative measures set forth at (A) through (I) below.

(A) Any plumbing installation or repair work requires pre-approval by the General Manager and Chief Building Engineer.

(B) All Units must have a working Unit-shut-off valve to prevent water leaks from going beyond the Unit.

(C) Additional water fixtures are not permitted. All installations of new water fixtures replacing existing water fixtures must comply with City of Austin building codes and the Association's governing documents.

(D) Existing and replacement toilets, sinks, showers, tubs, and dishwashers must have braided metal water lines, threaded metal (not plastic) connectors, and working shut off valves.

(E) Existing and replacement laundry washing machines must have braided metal water supply lines, threaded metal (not plastic) connectors, a catch-basin water pan under the Unit, drain lines (drain hoses) that are professionally plumbed to the outlet pipe, and working shut off valves.

(F) Existing and replacement refrigerators, ice makers, wine coolers, cooling drawers, and all other appliances with a water supply must have braided metal water lines, threaded metal (not plastic) connectors, and working shut off valves.

(G) Air handler units (air conditioning units) must have a cut-off valve installed on overflow pipes.

(H) Air handle unit overflow pipes must be cleared annually by a service professional, and all appliances should be inspected every 2-3 years to replace worn or faulty parts.

(I) Toilets, garbage disposals, and other water fixtures must not be used for any purpose other than that for which they were designed. Rubbish, eggshells, vegetable and fruit peelings, coffee grounds, rags, wastepaper, ashes, or other materials or objects that might clog the building's central lines shall not be placed into such fixtures. String mop heads are not recommended.

2.3 **Insurance Coverage and Deductible** – The Association's insurance policy covers the common elements and Unit interiors up to the prevailing standards in 1979. Insurance does not cover Unit upgrades (such as better quality flooring, wall coverings, cabinets, or plumbing fixtures) or personal property of owners, renters, and/or guests. Insurance payments will cover only the damages in excess of the Association's deductible.

2.4 **Owners Shall Obtain Separate Condominium Homeowners' Insurance Coverage** – Such homeowner's insurance coverage should include, but may not be limited to cost of deductibles, Unit upgrades, interior furnishings, personal property/contents, and personal liability. Owners must obtain liability insurance in an amount at least equal to $300,000.00, provide that The Cambridge Condominiums Council of Owners be a Certificate Holder on such policy, and annually provide an ACORD certificate or other evidence of such requirements to The Cambridge Condominiums Council of Owners. The Association is not responsible for making a property damage claim on behalf of one party against another party, nor does the Association have responsibility over subrogation (reimbursement) claims that may be asserted by any insurance company against a party to a lawsuit.

2.5 **Communications by Email or Via Website** – The Association communicates directly to owners and residents by email as much as possible. Notices are also posted on the community website and on the bulletin board in the lobby. Residents are responsible for updating their email address with the Association's business office. Those requiring other methods of communication must provide written instructions to the Association on their preferred address or location for notices.

2.6 **Entity Owners to Furnish Proof of Authority** – An Owner which is a corporation, partnership or other legal entity ("entity Owner") shall furnish the Association proof of authority of the entity's designee(s) to exercise the rights of the Entity as a member of the Association. An entity Owner may designate one or two individuals with authority, the second of whom shall serve as alternate designee. Until an entity Owner has furnished proof of authority in accordance with the following protocol, the entity Owner is ineligible to vote, to request records pursuant to the Record Production rule attached as Exhibit "A," and to exercise any other rights granted to Owners by the governing documents, other than the right to occupy the Unit and utilize the common elements.

(a) Time for Furnishing Proof of Authority - All new entity Owners shall furnish proof of authority within 30 days of becoming an Owner of record. All entity Owners in existence at the time this Rule 2.6 is enacted shall be given 30 days to furnish proof of authority. Entity Owners who desire to exercise voting rights at any annual meeting of the Association should be aware that pursuant to the Revised Declaration of Condominiums, Section 3.4(d), membership in the Association shall be determined as of the close of business on the 25th day preceding such

meeting. Likewise, documentation for proof of authority to act on behalf of an entity Owner must be furnished by such time.

(b) Duty to Supplement - An entity Owner shall furnish the Association updated proof of authority within 30 days of a change in the person(s) with authority to act for the entity Owner and reconfirm within 30 days of request, and at least annually, no change in the entity ownership as previously reported.

(c) Method of Furnishing Proof of Authority - Entity Owners shall submit proof of authority to the General Manager of Cambridge Tower as designee of the Secretary of the Board of Directors to receive such information.

(d) Proof of Authority Required - To facilitate the Association's preparation of the Voting Members List and the Association's communications and dealings with entity Owners, and to support each entity Owner's exercise of rights under the Declarations, the Bylaws, the Community Rules and the Community Regulations, each entity Owner must furnish the Association with the following existence and authority documentation:

Corporation

- Certificate of Fact - Status from the Texas Secretary of State ("SOS")
- Certificate of formation or articles of incorporation from the SOS
- Properly executed corporate resolution designating the individual (and any alternate) with authority or current Public Information Report from the SOS with accompanying designation

Limited Liability Company (LLC)

- Certificate of Fact - Status from the Texas Secretary of State ("SOS")
- Certificate of formation or company agreement from the SOS
- Properly executed designation of the individual (and any alternate) with authority or current Public Information Report from the SOS with accompanying designation

General Partnership

- Copy of partnership agreement (and any amendments thereto)
- Properly executed designation of the individual (and any alternate) with authority or if required to file, current Public Information Report from the SOS with accompanying designation

Limited Partnership (LP)

- Certificate of Fact - Status from the Texas Secretary of State ("SOS")
- Certificate of formation or partnership agreement from the SOS
- Properly executed designation of the individual (and any alternate) with authority or current Public Information Report from the SOS with accompanying designation

Joint Venture

- Copy of the joint venture agreement (and any amendments thereto)
- Properly executed designation of the individual (and any alternate) with authority

Trust

- The trust instrument (and any amendments thereto) or a Certification of Trust per Texas Property Code Section 114.086
- Properly executed designation of the individual with authority if other than the first-named trustee

Estate

- Probate court's current letters testamentary or letters of administration

Other

- All other entity Owners shall furnish such existence and authority documentation as the Secretary of the Board of Directors may reasonably request in order to determine the identity of the authorized representative of the entity Owner.

(e) Additional Information Required - In addition to the Proof of Authority set forth in paragraph (d), above, the Secretary of the Board of Directors may request such other reasonably required information about the entity in order for the Secretary to certify the accuracy of the Voting Members List to the Association. Further, with respect to the documentation of Proof of Authority described in paragraph (d) above, in the event the current terminology as used by the Texas Secretary of State or Comptroller is changed, or in the event the entity is a foreign one and the governing authority for such jurisdiction uses different terminology, then the entity Owner shall furnish such documentation that materially provides the same information.

Rule Group III – Fire Prevention

3.1 **Smoke Detectors** – All Units must have a working smoke detector in each bedroom and the adjoining hallway or as required by the Austin Fire Department. Occupants are responsible for checking their smoke detectors and verifying that they are in working condition.

3.2 **Dangerous Materials Prohibited –** Materials or chemicals which are flammable, explosive, or otherwise hazardous including flammables such as live cut Christmas trees, wreaths and similar materials which are potential fire hazards shall not be allowed in any Unit, balcony, or common area. Household and fabric cleaning fluids in quantities generally packaged for domestic use shall be permitted provided said substances are properly contained.

3.3 **Open Flame and Charcoal Prohibited** – No open flame, including flame-lit candles, or charcoal cookers/grills shall be operated either within a Unit or on a balcony. Qualified caterers may use open-flame Sternos when electrical Sternos are not available for events in the Colorado Room and common areas.

3.4 **Household Fire Extinguishers Required in All Units** – Each unit must have an operating fire extinguisher. All purpose household extinguishers may be purchased from the Association's maintenance department. Fire extinguishers are also located on each floor inside each of the three fire exit stairwells.

3.5 **Building shall be a Non-Smoking/ Smoke Free Community** – Smoking is prohibited in all areas of the building, including the individual interior and exterior areas of the residential units, offices, balconies/patios, and all common areas of Cambridge. In addition to cigarettes, smoking includes pipes, cigars, marijuana, e-cigarettes and any other form of smoking or vaping. However, an owner of record as of January 1, 2015 is grand-fathered and may smoke on their private balcony or patio provided that cigarette butts are properly extinguished. Grand-fathered smokers cannot assign their right to smoke on the balcony or patio of their unit to future tenants or occupants.

Rule Group IV – Residential Occupancy

4.1 **Persons per Unit** – No more than two unrelated persons shall reside in a Unit unless all the persons are members of a single family. The total occupants of such family shall not exceed two times the number of bathrooms in the Unit.

4.2 **Orientation Required for New Residents** – Unit residents must complete an occupancy orientation within two weeks of taking occupancy. New residents include owners, tenants, and guests that reside in a Unit.

4.3 **Leases and Rentals** -

4.3.0 **Definition of Rental Unit.** A Rental Unit is one in which the owner receives rent, remuneration, or anything of monetary value as a result of the tenancy. Units occupied by an owner's immediate family (parent, spouse, sibling, child, grandchild, grandparent) are not Rental Units. A Unit occupied by the owner and a roommate (whether or not the roommate pays rent) is not a Rental Unit. The Association may in the sole discretion of the Board require proof of familial relation between a Unit owner and occupant.

4.3.1 **Term.** All leases and/or rentals shall be in writing and for a period of not less than five (5) continuous months. Advertising of leases for a term less than five (5) months is prohibited. If a tenant fails to fulfill the lease term (moves out early), the Unit may not be re-occupied by the owner or another tenant without prior approval of the Board. Subleases and assignments of leases are prohibited. For purposes of being considered as a Rental Unit under this Rule, the maximum term the Association will recognize is 18 months.

4.3.2 **NO SHORT-TERM RENTALS ARE ALLOWED!** If a Unit is used for a short-term rental in violation of this rule (rented for less than a five-month minimum term), the Owner shall pay to the Association all gross rental income received.

4.3.3 **Lease terms.** Tenant occupancy and use of a leased Unit shall be subject to these Community Rules, Condominium Regulations and the covenants, conditions and restrictions of Cambridge Tower. All leases shall incorporate said rules, regulations, covenants, conditions, and restrictions by reference. Prior to marketing or advertising a Unit for lease, the Owner shall submit to the General Manager a signed acknowledgment of receipt of the mandatory Cambridge Tower Lease Addendum that must be attached to all leases and executed by both the Owner and all tenants named on the lease. A signed copy of said lease and the Cambridge Tower Lease Addendum must be submitted to the management office within seven (7) days of delivery of possession of the Unit to the tenant(s). Failure timely to furnish the executed lease and addendum may result in a fine of $250 under Rule 13.7 and may cause revocation of the Owner's right to lease the Unit under subparagraph 4.3.8 below.

4.3.4 **Transfer fees.** On lease of a Unit, the owner shall pay a $250.00 transfer fee to the Association for the preparation of documents associated with the tenancy and new resident orientation. The fee shall be collectible in the same manner as assessments, including lien and other assessment collection rights, to the maximum extent allowed by law. Lease renewals involving the same tenants (no additions or subtractions) and new leases to identical tenants moving from one Unit to another shall be exempt from the lease transfer fee.

4.3.5 **Owner in Good Standing.** No Owner may lease a Unit unless the Owner has paid in full all assessments and other charges owed to the Association.

4.3.6 **20% Rental Cap on Residential Leases.** To preserve the character of Cambridge Condominiums as primarily owner-occupied, and to meet conventional condominium financing standards, no more than twenty percent (20%) of the residential Units shall be leased at any given time. This 20% is the "Rental Cap".

(a) A unit that was a Rental Unit as of December 1, 2023 retains its status as a Rental Unit, and is deemed a "Grandfathered Unit", until (a) the owner sells the Unit to an unrelated third party (a person or entity who is not a family member, domestic partner or part of an entity Owner) (b) the Unit is owner-occupied for twelve (12) consecutive months, (c) the Unit remains vacant or unleased for a period of twelve (12) consecutive months, or (d) the Board revokes the Rental Unit status as provided below. After such event, the Unit shall cease to be a Grandfathered Unit.

(b) For each Unit that was not a Grandfathered Unit as of December 1, 2023, the Owner must – prior to entering into a lease for the Unit – contact the Association to determine if the Rental Cap has been reached. If the Rental Cap has not been reached, the Unit will become a Rental Unit only if it is leased within ninety (90) days after the Association's response. Any Unit leased to a third party within 90 days retains its status as a Rental Unit until such status is terminated as provided in subpart 4.3.6(a). If the Unit is not leased within 90 days, the Unit Owner must reapply for permission pursuant to subpart 4.3.6(d)(3).

(c) The General Manager shall create a Record of Leases on file that comply with the terms of this Rule and are in effect as of December 1, 2023, and shall determine the percentage of the total number of leased Units.[12]

(d) From December 1, 2023, forward:

1. The General Manager shall add leases to and delete leases from the Record of Leases as and when lease transactions in compliance with this Rule occur, recalculating each time the percentage of the total number of leased Units.

2. A Grandfathered Unit is automatically approved to lease provided the Unit Owner complies with all terms set forth in this Rule.

3. Each Owner of a Unit that is not a Grandfathered Unit and who desires to lease the Unit to an unrelated third party (a person or entity who is not a family member, domestic partner or part of an entity Owner) shall request permission to lease from the General Manager before offering the Unit for lease. Provided that the Owner is in good standing (see subpart 4.3.5), approval to lease will be

[12] On December 1, 2023, the total number of residential Units was 168, producing a 20% lease cap of 33 leases. The number of permissible leases will change if the number of residential Units increases or decreases.

granted until the total number of Rental Units reaches 20 percent (20%) of the total number of residential Units.

4. When the total number of Rental Units reaches 20 percent (20%) of the total number of residential Units, a request for permission to lease a Unit that is not grandfathered shall be denied unless the Unit Owner is entitled to an automatic waiver, as set forth in subpart 4.3.9).A Unit Owner whose application is denied may elect to be placed on a waitlist for approval to lease or may seek a hardship waiver pursuant to subpart 4.3.10. Thereafter, when the total number of Rental Units is less than the twenty percent (20%) Rental Cap, the General Manager will release approvals to lease in the order the Unit Owners requested to be waitlisted. If, during the period when a Unit is leased under a hardship waiver, the total number of Rental Units becomes less than 20%, permission may then be granted for the Unit to become a Rental Unit.

(e) With respect to all Units that are not Grandfathered but have been given permission to lease pursuant to subpart 4.3.6(d)(3) or 4.3.9, the Owner shall be permitted to lease as long as the criteria set forth in part 4.3.6(a) are met.

(f) On the sale or other transfer of ownership of a Unit (including both Grandfathered Units and Units that are not grandfathered) to an unrelated third party (a person or entity who is not a family member, domestic partner or part of an entity Owner), any prior lease approval, Grandfather Unit status, and Automatic Waiver ceases, and the new Unit Owner shall be required to obtain approval to lease.

4.3.7 **Voiding Lease, Eviction, and Indemnity**. The Association reserves the right to void any lease entered into in violation of this Rule, and to evict the tenant. The Association shall not be liable in damages to the Unit Owner or the evicted tenant arising out of any such eviction proceeding. THE OWNER SHALL DEFEND AND INDEMNIFY THE ASSOCIATION FOR ALL CLAIMS AND COSTS (INCLUDING THE ASSOCIATION'S ATTORNEY'S FEES) ARISING OUT OF ANY SUCH TERMINATION AND EVICTION.

4.3.8 **Revocation of Rental Unit Status**. The Board reserves the right to revoke the Unit's status as a Rental Unit in the event of one or more material violations of this Rule (such as, by way of example and not of limitation): (a) pattern of leases ending or terminating before the five (5) month minimum; (b) failure to provide required information to the Association, (c) failure to market the Unit actively at a fair market rental rate (as determined by the Board in its sole discretion); (d) repeated failure of the Unit Owner or tenant to comply with the Association's governing documents; (e) failure to pay the applicable administrative fee. Before any Board revocation of a Unit's status as a Rental Unit, the Association shall give notice to the owner and an opportunity for hearing. The notice and hearing procedure does not apply to loss of status due to sale of the Unit or failure to lease the Rental Unit within the required time periods set forth elsewhere in this Rule. This

provision applies to all Rental Units, regardless of whether it is a Grandfathered Unit, a Unit for which an Automatic Waiver was granted, or a Unit where the Association gave permission to lease.

4.3.9 **Automatic Waiver**. A person or entity that owns a Unit as of December 1, 2023 but that is not a Rental Unit as of that date shall be entitled to an automatic waiver with respect to the 20% leasing cap if that person later elects to lease that unit. This waiver is personal to the owner, may not be transferred or assigned to a third party, and automatically expires on sale or transfer of the Unit. For purposes of this subpart, the owner shall include the owner's spouse and a personal trust established for the benefit of the owner and/or spouse. It shall apply to a corporation, partnership, or other entity only so long as the entity is wholly owned and controlled by the owner and/or spouse.

4.3.10 **Hardship Waiver**. A Unit Owner may request that the Board waive the Rental Cap if the owner establishes to the Board's satisfaction that the Rental Cap will cause undue hardship. The decision on whether and for how long to waive the Rental Cap shall be at the sole discretion of the Board. Examples of undue hardship may include (by way of example and not limitation): (a) death or divorce of any owner (b) relocation of the residence of an owner to a point more than fifty (50) miles from the condominium due to a change of employment or retirement of an owner; (c) relocation of the residence of an owner due to mental or physical infirmity or disability of an owner.

4.3.11 **Rule Revisions**. The Board may revise this Rule at any time in response to changes in federal guidelines or circumstances arising in the administration of this Rule. Nothing in this Rule shall convey or grant to any owner a vested right or property interest in having a Unit designated as a Rental Unit.

4.4 **Occupancy by Employees of the Association** – No person employed by the Association shall be a resident of the Building except by special permission granted by the Board of Directors.

4.5.1 **Animals in the Building** –

4.5.2 **Purpose.** In order to respect the expectations of Cambridge Condominium residents and Owners, as regards their health, safety, comfort, "quiet enjoyment", and general welfare, to be mindful of economic impact to the Cambridge community, and to respect the Principle Rule of the community, which is, as stated in 1.1 of the Cambridge Condominiums Community Rules, that Owners are "entitled to enjoy a comfortable, safe and undisturbed occupancy", as well as to reasonably accommodate our residents and Owners who are legally entitled to possess certified service animals or emotional support animals in accordance with the federal Fair Housing Act (FHA) and the Americans with Disabilities Act (ADA), the following rules apply to animals in the Condominium so that the animal

is not a nuisance or a threat to the health, safety, well-being and condition, including financial condition, of the Cambridge community and the Cambridge Condominium.

4.5.3 **Permitted Pets.** With the exception of cats and birds which may be kept or harbored in a Unit upon written approval by the Board in accordance with these rules, no other animals shall be kept or permitted within the Condominium except such animals possessed by an Owner or resident in accordance with the federal Fair Housing Act or Americans with Disability Act, whose owner (the "Applicant") has requested Cambridge Tower Council of Owners to make a reasonable accommodation for such animal, and such request has been granted in writing by the Board or General Manager. No more than two (2) pets may be kept in a Unit. Any pets or animals at Cambridge Condominiums must comply with all applicable laws, including any local or municipal ordinances. No feral, wild, or undomesticated animals are permitted.

4.5.4 **Request for a Reasonable Accommodation.** Any request must be in writing, submitted to the General Manager, and include the following information:

(a) a description of the animal that will be the certified service animal or emotional support animal, and in the case of a certified service animal, a description of the task(s) that the animal performs

(b) a certification by Applicant that the animal has no known history of dangerous, threatening, or aggressive behavior, including biting or scratching, or other damage to persons, property, or other animals, and that the animal will be properly restrained so as not to threaten or harm other residents or their animals, or be a nuisance;

(c) a certification by Applicant that all recommended vaccinations, including rabies, are current for the animal, that such vaccinations will be kept current, and that Applicant agrees to furnish proof of such vaccinations, on an annual basis, to the General Manager;

(d) a certification by Applicant that the animal is currently free of fleas and other parasites, and that the animal will be kept free of fleas and other parasites;

(e) a certification by Applicant that Applicant has read, understands, and agrees to comply with Condominium Regulations and Community Rules respecting animals and that Applicant indemnifies and holds the Council and any individual person harmless from and against any loss, damage, cost or liability which the Council or any individual person or animal may

sustain as a result of the presence of such animal within the Condominium; and

(f) if the animal for which Applicant is submitting a request is an emotional support animal, the request must be accompanied by written documentation from a physician, psychiatrist, social worker, or other mental health professional, stating that the animal provides emotional support to Applicant that alleviates one or more of the symptoms or effects of an existing disability, being a condition that impairs or substantially limits a major life activity, and is requesting a reasonable accommodation to possess and keep such animal within the Condominium. The documentation must be on letterhead, signed, dated and include the professional's license number, date and place it was issued. The documentation must be updated and re-submitted to the General Manager on an annual basis. If the Applicant's disability or the need for an emotional support animal is readily apparent or already known, then no accompanying documentation from a physician, psychiatrist, social worker, or other mental health professional needs to be submitted.

4.5.5 **Security Deposit.** No security deposit or fee is required in connection with a resident's animal; however, the animal's owner is responsible for any damage resulting from the animal's presence.

4.5.6 **No Breeding or Commercial Activities.** No animal may be kept or bred for any commercial purpose. In the event an animal (other than a cat or a bird) produces offspring, its owner must remove such offspring within 60 days unless otherwise authorized under these rules. In the event a cat or bird produces offspring, its owner must apply to the Board for approval to harbor the offspring in the Unit in which the owner resides.

4.5.7 **Animal Care – Nuisance.**

(a) An animal's owner (or others in possession or control of the animal, even temporarily) must properly and humanely care for the animal, and must maintain the Unit in which the animal is kept in a sanitary manner and condition.

(b) An animal's owner (or others in possession or control of the animal, even temporarily) must supervise, control and restrain the animal at all times, including immediately cleaning up after the animal, placing its waste in a container or bag, and disposing of it in a trash receptacle.

(c) An animal's owner (or others in possession or control of the animal, even temporarily) will not allow the animal to engage in obnoxious, offensive,

reckless, or intimidating behavior, including noise, odors, or unsanitary conditions, and will not allow the animal to initiate uninvited contact or close proximity to people or other animals or interfere with activities of others.

(d) An animal's owner will ensure that the animal has all vaccinations, including rabies, that are recommended by American Veterinary Medical Association, keep such vaccinations current, and furnish proof of such annually to the General Manager.

(e) An animal's owner will ensure that the animal is kept free of fleas and other parasites.

(f) For health, safety, and economic reasons, no animals are permitted in the swimming pool.

(g) On occasions when Cambridge staff needs to enter the Unit where an animal is harbored, the animal's owner (or others in possession or control of the animal at the time) will be and remain present in the Unit and will restrain the animal by leash or cage, during the time the Cambridge staff is present within the Unit.

(h) Owners must keep animals leashed and restrained when the animal is outside of a Unit.

4.5.8 **Additional Requirements.**

(a) If an animal's owner (or others in possession or control of the animal, even temporarily) does not comply with these rules, the Board may revoke its approval of the animal after prior written notice to the animal's owner and an opportunity for the animal's owner to have a hearing before the Board. If the Board does revoke its permission to keep the animal within the Condominium and the animal's owner does not remove the animal within seven (7) days, the Board shall take such action as is necessary under the circumstances to secure removal of the animal and is not liable to the animal's owner for doing so.

(b) The Board also encourages the owners of animals to voluntarily abide by the following recommendations, out of respect for the Cambridge Owners, residents, and staff, who may have animal allergies, be fearful of animals, or have other conditions which may be compromised by the presence of animals.

(c) Animals' owners are requested to use the service elevator, when available, when accompanied by the animal (but are not prohibited from using the Lobby elevators.

(d) Animals' owners are requested to minimize the animal's time in the Lobby.

(e) Animals' owners are requested to prevent their animal from interacting, including playfully, with other animals when the animal is outside of a Unit.

4.5.9 **Controlling Authority.** It is the intent of the Council that these rules comply with federal, state, and local laws, including the Fair Housing Act and the Americans with Disabilities Act, respecting service animals and emotional support animals. In any conflict between these rules and federal, state, and local laws, including the Fair Housing Act and the Americans with Disabilities Act, such laws will control.

Rule Group V – Common Elements

5.1 **Common Areas and Limited Common Areas** – No furniture or other items shall by placed in the hallways, foyers, stairwells, or other public areas of the Building except with the approval of the Board of Directors in conformity with these standards and limitations which have been prescribed by the Board. Residential Units which have an entry alcove will be allowed to decorate the wall and/or put standing objects within this area provided that such objects do not extend past the corner of the corridor wall, impede egress, or constitute a fire hazard. Floor rugs and mats are prohibited. Individual entry door ornaments and seasonal decorations on doors are permitted provided that they are not permanent and are not a fire hazard, and are in compliance with the Board guidelines for limited common elements restrictions.

5.2 **Balcony Restrictions** – Residents shall not hang or shake anything from the windows, balconies, including clothing, radio and television antennas, flags or signs. Balconies may be used for patio furniture, plants, and/or storage lockers provided that they to do not extend above the balcony rail. Exterior Christmas lights and other decorations which are visible from the exterior are prohibited.

5.3 **No Obstruction of Passageways** – Residents shall not obstruct the entrance or exit to any Unit, elevator, stairwell, hall/corridor, yard, or walkway. Such areas shall not be used for any purposes other than purposes for which they are normally intended to be used. Grocery and carts and luggage carts may not be left unattended in the hallways or other common areas. Residents shall immediately return grocery carts and luggage carts after use to the garage.

5.4 **Building Exterior to Remain Uniform in Appearance** – Residents shall not install shades, awnings, window guards, ventilators, fans, or air conditioning devices or apply reflective film in, or about the Building's Common Elements or limited common elements

except as specified and approved by the Board and the Association. Window coverings must have a white or off-white backing in order to maintain a uniform appearance on the building's exterior.

5.5 **Use of Elevators and Halls during Moving or Construction** – During moves and construction, every effort shall be made to minimize interference with other occupants of the Building. The placing of furniture, boxes, construction materials or construction equipment in the halls or elevators during moves or during construction shall be kept to minimum needs, shall be limited to day-time hours, and in no case shall any of these items be left overnight. Owner(s) are responsible for seeing that these areas are immediately cleaned at the end of each day. Construction workers and contractors must comply with the Association's contractor rules for working in the building. Also see Attachment 4 for Rules Regarding Repairs and/or Renovation in Condominium Units.

5.6 **Flags** – Flags may be displayed during planned events in the Colorado Room and/or in other common areas where such event is approved by the Board. Installations of flags are not permitted in common or limited common areas.

Rule Group VI – Safety, Sanitation, and Security

6.1 **High Standard of Upkeep Required** – All Units shall be maintained in a good state of repair, preservation, and cleanliness. No sweepings, dirt, trash, water, or other substances shall be permitted to fall, swept or be thrown from balconies.

6.2 **Unsafe Activity Prohibited** – No activity shall be conducted in any Unit or in the Common Areas which has the possibility of creating a hazard to persons or property, or which might contribute to the creation of an unhealthful condition in the Condominium other than smoking as stated in paragraph 3.5 above.

6.3 **Garbage and Trash Disposal** – The Association provides recyclable containers in the garage and residents are encouraged to bring their recyclables to the garage. There is also a trash chute on each floor for disposal of bagged garbage. Large bags, boxes, and other disposables including combustible materials/liquids that may represent a substantial fire hazard must be brought down to the garage level for proper disposal by staff. Residents should not place unattended trash or recyclables on the service elevator. Construction waste must be removed by the contractor and not put into the Association's dumpsters.

6.4 **Balcony Doors to Units to Remain Closed** – Except during periods when open doors do not create an energy drain from the Condominium heating and cooling systems, exterior sliding doors are to remain closed. During threatened or actual storms, and whenever a Unit is not occupied, the doors shall be closed both to protect against possible damage from the elements and to conserve energy.

6.5 **Unit Remodeling** – Upgrading and/or combining individual units is encouraged. Owners and their contractors must comply with specific construction/remodeling rules as provided by the Association. Such rules limit working hours to 8:30 a.m. to 5:00 p.m. on weekdays and no work on weekends or holidays. City of Austin requires a building permit for work in high-rise buildings. Accordingly, you should contact the City for specific requirements in obtaining a permit prior to starting work. The Association does not make recommendations on contractors. Owners are encouraged to get references and certificates of insurance from their contractor before starting work. Owners are responsible for the actions of their contractors, service personnel, employees, and/or workers while in the building. In the event of remodeling any of the fifteenth floor units, which remodeling calls for the removal and raising of the ceiling height, the owner if required to install at the time of remodeling, additional insulation in such amounts as needed to maintain or improve the level of insulation efficiency as originally provided.

6.6 **Disclosure Regarding Harmful Materials** – Cambridge Tower was built in 1964. Some of the materials used in construction of the Units may be of a type that will require special removal or containment procedures in the event the Unit is remodeled or renovated (for example, some ceiling texture may contain asbestos). You are advised that the City of Austin mandates materials testing before it will issue certain types of building permits; and such tests in any Unit may reveal that it contains asbestos or other material that require special handling or abatement procedures.

Rule Group VII – Building Integrity/ Common Element Changes

7.1 **Placing of Authority** – The Individual Unit Owners have complete authority to modify the interiors of Units so long as the modifications do not affect other Units or Common Elements and such improvements, are in compliance with Attachment 4 - Rules Regarding Repairs and/or Renovations in Condominium Units.

7.2 **Owners Not to Change Building or Common Elements** – No Owner or occupant shall do any painting or decorating of the exterior of the Building or make any alterations or construct any improvements to the exterior of the Building or to any of the Common Elements.

Rule Group VIII – Swimming Pool, Roof Garden, Gym, and Club Room (Colorado Room)

8.1 **Use of Amenities** – Swimming pool, roof garden, gym, club room, and other common area facilities may be used by the Owners, their tenants, and the family or other guests of either, providing that the respective owners or tenants are accompanying their guests. All who use the facilities must observe all posted rules and any other rules prescribed by the Board including limited number of guests and security/safety standards. Climbing on the perimeter parapet wall of the roof garden is strictly prohibited. Only the club room may be

reserved for private parties and such use must be in compliance with specific rules as established by the Board. Other common or recreational areas cannot be reserved for private parties. Guests must follow the same rules of use as residents. Owners and residents must assume liability for the actions of their guests as provided in the Condominium Declaration. Employees of a resident/owner are not allowed to use common area recreation facilities unless such use is for the instruction/assistance of an owner/resident. As a courtesy to other residents, it is requested that residents hosting a party in the pool area, roof garden, or other common area, such as the patio adjacent to the Colorado Room, notify the General Manager five (5) days in advance of the date, time and location of the party and number of attendees expected, so notice may be given to other residents.

Rule Group IX – Storage Rooms and Laundry Rooms

9.1 **Use of Storage Rooms** – Small storage rooms are located near the service elevator on odd numbered floors. These are for the use of occupants on that floor and those of the floor below. The limited size of the storage rooms dictates that no one Owner or Unit tenant preempt such space as to preclude use of the room by other Owners or tenants. All items placed in the storage rooms shall be clearly marked with the name and Unit number of the party to whom the items belong. Rules for storage are posted on the interior of these rooms and use of the rooms is subject to compliance with such rules. The ONLY items allowed in the storage rooms are boxed items (to include sealed cardboard boxes, plastic storage bins, wooden crates, etc.) and luggage. Permitted items must fit completely on the shelving units with labels visible. No items may be stored on the floor. Items not allowed include but are not limited to; empty boxes, fitness equipment, building/construction materials, furniture, artwork, medical equipment, and/or flooring/carpet/rugs. All items shall be immediately removed from the storage rooms when the owner of the items no longer owns a Unit or resides at Cambridge. After 5:00 PM Austin time on October 31, 2021 owners/residents storing items on the wrong floor and/or other than properly labelled boxed items and luggage will be given notice by the office to remove the items within ten days. Failure to do so will result in a $25.00 per day fine and the items will be subject to removal and disposal thirty days from the notice date. Be advised – all items stored in these storage rooms are stored at your own risk. Cambridge Council of Owners, board members, fellow owners/residents, management, and staff will not be held responsible for missing or damaged items.

9.2 **Use of Laundry Rooms** – Laundry rooms are located on the even numbered floors. While primarily intended for use of occupants on that particular floor and the floor above, Owners and tenants are free to use any of the laundry rooms. Those using the laundry room shall remove clothes from the machines promptly after the wash or dry cycles are completed. Each person using a laundry room is expected to leave the room in clean condition and ready for use by the next person.

Rule Group X – Garage and Parking Spaces

10.1 **Assignment of Parking Spaces** – In accordance with the controlling provisions contained in the Declaration of Condominium, and in conformity with guidelines developed and enforced by the Board of Directors, Parking Spaces and storage bins are assigned as Limited Common Elements, for the exclusive use of the Owners and occupants of designated Units. Those who have these parking privileges shall use only their assigned space(s) and no others.

10.2 **Visitor Parking Spaces** – Parking Spaces between the garage office and the elevator foyer on the 1P level are reserved for short-term use by guests and for parking service vehicles. Residents are not allowed to park in these spaces unless such use is for short term loading or unloading of their vehicle. This area may also be used for the Association's employee vehicles.

10.3 **Parking Spaces Not For Storage or Repairs** – No vehicle shall be left standing in a Parking Space in an inoperative condition. Repairs or overhauls to vehicles, other than emergency starting or tire repair, shall not be allowed in a Parking Space. Items allowed in assigned parking spaces include the owner/resident's vehicle, motorcycle, scooter, bicycles, and mobility assistance devices (i.e., canes, walkers, wheelchairs, etc.) only. All personal items must be stored in the storage box only. Owners/residents storing personal items on the ground in the assigned parking space and/or under or on top of the storage box will be given notice by the office to remove the items within ten days. Failure to do so will result in a $25.00 per day fine and the items will be subject to removal and disposal thirty days from the notice date. The board and management has allowed for a grace period through 5:00 PM Austin Time on October 31, 2021, before notices and fines will commence. Storage is limited to the interior space of the storage bin assigned to the Parking Space. Bicycles must be registered with the business office. Unregistered bicycles will be periodically removed and disposed of by staff.

10.4 **Parking of Trailers, Boats, Vans, Motorcycles, Scooters, Mopeds** – No trailers, boats, vans, campers, motorcycles or motor scooters are to be permitted on or in the Common Areas, except as may be parked or stored in areas designated by the Board or the manager according to the Guidelines established September 1989, and the Community Rules, as amended. Bikes may be stored inside of individual units and in the parking garage subject to the following requirements. All bikes stored in the parking garage must be registered with the office. Owners and residents assigned "head-in" spaces are encouraged to store their bike(s) in front of their assigned parking space below the storage box and/or on a wall mounted rack adjacent to the storage box. Wall mounted racks shall be purchased and installed through building maintenance only - contact management for details. Any owner/resident requesting the use of a common area bike rack must be registered with the office and use an assigned numbered space in the common area bike rack only. Owners/residents' bikes that fall into disrepair will be red tagged and given notice

from the office to bring the bike back to usable repair or remove the bike from the garage within ten days. Failure to do so will result in a $25.00 per day fine and the bike will be subject to removal and disposal thirty days after the notice date. **In order to facilitate the organizing and numbering of the common area bike racks all bikes stored on the common area racks located in the garage must be removed on or before 5:00 PM Austin time on October 31, 2021. Failure to remove all bikes for the reorganization and numbering of the common area bike racks on or before 5:00 PM Austin time on October 31, 2021, will result in removal and disposal.**

10.5 **Parking Standards** – No vehicle using the parking facilities shall be parked in a manner as to impede access to the spaces assigned to others or to prevent ready access to open areas of the parking levels.

10.6 **Parking Regulations** – Parking regulations posted in the parking garage along with any traffic regulations promulgated by the Board for safety, comfort, or convenience shall be observed by all using the garage.

10.7 **Parking Garage Speed Limits** – Person(s) using the parking garage must maintain a reasonable safe speed under the circumstances and never exceed the posted speed limit at any time. Drivers must be alert to residents walking or unloading/loading in all areas of the parking garage. This requires extreme caution on the part of each driver to maintain a safe and reasonable speed while traveling through the parking garage. Fines in various amounts will be imposed commensurate with the nature of the violation.

Rule Group XI – Elevators

11.1 **Use of Service Elevator** – The service elevator shall be used for resident move-ins/outs, and moving construction workers and materials, trunks, furniture, appliances, grocery carts, baggage carts, and bicycles. This elevator may be reserved for moves of substantial amounts of furniture or materials provided that the elevator is returned immediately for other residents use. Use of the elevator for these purposes shall only be during the day, no items may remain on the elevator overnight. Owners are responsible to ensure that the elevator is left clean and empty after use. During periods of exclusive use of the service elevator, residents are allowed to use the passenger elevators for transporting grocery and luggage carts, and bicycles.

11.2 **Carts in Passenger Elevator** – Grocery and baggage carts, and bicycles, shall not be carried on the passenger elevators except when the service elevator is out of service or during periods of elusive use which have been reserved.

11.3 **Luggage and Grocery Cart Return** – Carts must be immediately returned to the garage for the use of other residents. Residents may not leave grocery and luggage carts

unattended in the service or passenger elevators, but shall accompany them down to the garage to be returned.

Rule Group XII – Utilities

12.1 **Water Conservation** – Water shall not be left running for unreasonable or unnecessary lengths of time. Toilets and other water facilities in the Units shall be maintained in good state of repair and not be used for any purpose other than that for which they were constructed. Drippy faucets, running toilets, and other such loss of water should be repaired immediately to prevent excessive water usage.

12.2 **Unit Air Handlers** – The air handlers in the Units are the property and responsibility of the Owner. Proper maintenance of the condensate drain and pan is the Owner's responsibility. Unit owners are responsible for water damage caused by their air handler(s) to other Units and common areas.

Rule Group XIII – General Provisions

13.1 **Damages by Movers** – The cost of repairing damages to the Building's Common Elements caused by the moving or carrying of any article therein shall be reimbursed to the Association by the Owner of the Unit to or from which the article or articles are being moved for an owner or tenant. If the articles are being moved for a tenant, the Owner shall reimburse the Association and look to the tenant for reimbursement to the Owner.

13.2 **Keys to Units** – The Board, through the manager, shall have pass-key access, in case of emergency, to all Units. No lock to any door leading to a Unit shall be altered except with cooperation with the manager, in which case a functioning key shall be provided to the office for use should an emergency arise.

13.3 **Consents/Approvals Revocable** – Any consent or approval given by the Board under these Community Rules shall be revocable at any time.

13.4 **Complaints** – Complaints regarding the service or conduct of staff, the condition of the Building and grounds, or regarding actions of other Owners or of other occupants shall be made in writing or documented by the manager. If the trouble persists, the complaints shall be made in writing to the Board.

13.5 **Staff Receipt of Mail and Parcels** – The condominium staff may not accept and sign for mail or parcels on behalf of any Owner or occupant unless an authorization and release form is on file in the office. Further, the staff will not be permitted to place mail or parcels into Units during an occupant's absence unless a written authorization to that effect is of file in the office.

13.6 **Transfer Fee** – On resale of a Unit, certain formalities and fees apply, as follows:

(A) A resale certificate must be issued by the Association in conjunction with any resale of a Unit and provided by the seller/grantor to the prospective buyer/grantee prior to closing, except no resale certificate must be issued for a tax sale or mortgage foreclosure. The Association may require payment in advance for issuance of any resale certificate or other resale-related documentation.

(B) In addition to fees for issuance of a resale certificate and any updates or re-issuance of the resale certificate, fees are due upon the resale of an ownership interest in a unit in accordance with the then-current resale fee schedule, including any fee charged by the property manager.

(C) Upon resale of a Unit, a Reserve Fund Contribution Fee equal to three (3) times the then-current monthly regular assessment per unit for the unit being sold must be paid to the Association. Combined units would be assessed per each original unit. The Reserve Fund Contribution Fee is due and payable no later than the closing date of the transfer, provided the Reserve Fund Contribution Fee shall not be charged on a foreclosure of the lien granted by a purchase money mortgage or improvement mortgage on a unit where the lender acquires the unit (tax sales and foreclosure sales to third parties remain subject to the Reserve Fund Contribution Fee).

(D) It is the conveying owner's responsibility to determine from the Association all then-current fees. Resale-related fees not paid at or before closing are the responsibility of the purchasing owner and will be assessed to that owner's account accordingly.

(E) If a resale certificate is not requested and a resale occurs, all fees associated with Association record updates related to the sale will be the responsibility of the purchasing owner and may be assessed to the unit's account at the time the sale becomes known. These fees will be set according to the then-current resale fee schedule of the Association or its managing agent and may be equivalent to the resale certificate fee or any other amount.

(F) All unit resale fees shall be collectible in the same manner as assessments, including lien and other assessment collection rights, to the maximum extent allowed by law.

13.7 **Fees on Lease of Unit** - On lease of a Unit, the owner shall pay a $250.00 transfer fee to the Association for the preparation of documents associated with the tenancy and new resident orientation. The fee shall be collectible in the same manner as assessments, including lien and other assessment collection rights, to the maximum extent allowed by law. Lease renewals and new leases to tenants moving from one Unit to another shall be exempt from the lease transfer rule.

13.8 **Fines for Violations of Rules** – The Association, through its manager have the authority to levy reasonable fines and/or damage charges for non-compliance of community rules. Some of the most common fines are as follows:

Amount of Fine	Violation
$500.00	Smoking in non-smoking areas, throwing, or allowing smoking materials to fall off of balcony, failure to comply with fire safety standards. See Rule Group III - Fire Prevention, Rule 3.5, for complete non-smoking community rules, any infraction of which will trigger this fine.
$500.00	Failure to have an operating smoke detector in each bedroom and hallway, or disabling a smoke detector, failure to have an operating fire extinguisher, using live Christmas trees or wreaths, using open flame or charcoal. See Rule Group III - Fire Prevention, Rules 3.1-3.4, for complete fire prevention community rules, any infraction of which will trigger this fine.
$100.00	Speeding in the garage, unauthorized parking in visitor parking spaces or in someone else's parking space, unauthorized parking of trailers, boats, vans, campers, motorcycles, motor scooters or bikes, unauthorized repairs of vehicles in parking space, allowing a vehicle to remain in a parking space in an inoperative condition. See Rule Group X - Garage and Parking Spaces, any infraction of which will trigger this fine.
$25.00	Storage of unauthorized materials in parking space (per day). See Rule Group X - Garage and Parking Spaces, Rule 10.3, any infraction of which will trigger this fine.
$25.00	Failure to repair or remove a red-tagged bicycle within 10 days of notice (per day). See Rule Group X - Garage and Parking Spaces, Rule 10.4, any infraction of which will trigger this fine.
$100.00	Storage in violation of the use of storage rooms (per day) or abuse of the laundry rooms (per infraction). See Rule Group IX - Storage Rooms and Laundry Rooms, any infraction of which will trigger these fines.
$250.00	Creating a disturbance to neighbors, staff, guests, or others and/or use of abusive language or behavior in the presence of other residents, staff, guests, or others, and any and all other violations of the covenant of quiet enjoyment, including noise and odor

	violations. See Rule Group I - Principal Rule, and Community Regulations, Article IV - Tranquility and Comfort, any infraction of which will trigger this fine.
$250.00	Failure to comply with occupancy rules (per day). See Rule Group IV - Residential Occupancy and Condominium Regulations, Article VI - Unit Occupancy, any infraction of which will trigger this fine.
$250.00	Failure to furnish a lease. See Rule Group IV, Rule 4.3.3, any infraction of which will trigger this fine.
$100.00	Failure of contractors/service workers to comply with contractor rules (per day). See Rule 2.2. Responsibility for Damages, Rule Group V - Common Elements, Rule Group VI - Safety, Sanitation, and Security, and current Contractor Rules, any infraction of which will trigger this fine.
$100.00	Violation of pet rules (per day). See Rule Group IV - Residential Occupancy, Rule 4.5 Animals in the Building, and Condominium Regulations, Article VII - Pets, any infraction of which will trigger this fine.
$25.00	Failure to immediately return a grocery cart or luggage rack back to the garage after use.
$100.00	Failure to comply with any other provision of the Cambridge Condominiums Council of Owners Community Rules or the Cambridge Condominiums Council of Owners Condominium Regulations, any infraction of which rules or regulations will trigger this fine.

Such fines or penalties may be contested at any meeting of the Board of Directors. Excepting fines imposed on a daily basis, fines are imposed on a per incident basis. The first infraction incurs the stated fine. The second infraction incurs double the stated fine. The third infraction incurs triple the stated fine, and so on. In addition to fines, the Association may levy against the responsible owner all collection costs and attorney's fees. The Association's assessment for fines, collection costs and attorney's fees shall be billed to the responsible owner and, if unpaid, constitute a lien against the property collectible by all means allowed by the governing documents and applicable law.

Rule Group XIV – Amendments and Guidelines

14.1 **Amendments to Community Rules** – Subject to the procedural conditions set out elsewhere herein, these Community Rules may be added to, amended, or repealed by the Board of Directors.

14.2 **Amendment Procedure** – The procedural conditions for amending these Community Rules are:

(A) The proposed changes shall be acted on only at a meeting of the Board of Directors for which the call of the meeting is in writing, contains the precise wording of the proposed change, and has been prominently displayed on the bulletin board of the Condominium for at least ten (10) days prior to the meeting.

(B) At the meeting, Owners shall be provided an opportunity to express support or opposition to the proposed change.

(C) If as many as three Owners appear at the meeting and express opposition to the change, consideration of the change shall be postponed for at least thirty (30) days, and reviewed at a meeting provided in paragraph (A), above.

(D) For any change made by the Board to become effective, it must have approval of at least three members of the Board.

(E) The Community Rules may be amended by the Council of Owners at any annual meeting of the Council.

14.3 **Guidelines** – Guidelines for elaboration, explanation, and providing details, when such guidelines have been approved by the Board of Directors, will be followed by the Board, the manager and the staff in complying with, and enforcing, the provisions of the Declaration of Condominium, the By-laws, the Condominium Regulations, and these Community Rules.

14.4 **Variance or Suspension** – The Board of Directors may grant a variance, or temporarily suspend enforcement of any of the rules, for good cause.

ADDENDUM

RECORD PRODUCTION

1. Request for Records. The Owner or the Owner's authorized representative requesting Association records must submit a written request by certified mail to the mailing address of the Association or authorized representative as reflected on the most current filed management certificate. The request must contain:
    a. sufficient detail to describe the books and records requested, and
    b. an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records.

2. Timeline for Record Production.
    a. If inspection requested. If an inspection is requested, the Association will respond within 10 business days by sending written notice by mail, fax, or email of the date(s) and times during normal business hours that the inspection may occur. Any inspection will take place at a mutually agreed on time during normal business hours, and the requesting party must identify any books and records the party desires the Association to copy.
    b. If copies requested. If copies are requested, the Association will produce the copies within 10 business days of the request.
    c. Extension of timeline. If the Association is unable to produce the copies within 10 business days of the request, the Association will send written notice to the Owner of this by mail, fax, or email, and state a date, within 15 business days of the date of the Association's notice, that the copies or inspection will be available.

3. Format. The Association may produce documents in hard copy, electronic, or other format of its choosing.

4. Charges. Per state law, the Association may charge for time spent compiling and producing all records and may charge for copy costs if copies are requested. Those charges will be the maximum amount then-allowed by law under the Texas Administrative Code. The Association may require advance payment of actual or estimated costs. As of January 2021, a summary of the maximum permitted charges for common items are:
    a. Paper copies - 10¢ per page
    b. CD - $1 per disc
    c. DVD - $3 per disc
    d. Labor charge for requests of more than 50 pages - $15 per hour
    e. Overhead charge for requests of more than 50 pages - 20% of the labor charge
    f. Labor and overhead may be charged for requests for fewer than 50 pages if the records are kept in a remote location and must be retrieved from it

5. Private Information Exempted from Production. Per state law, the Association has no obligation to provide information of the following types:

    a. Owner violation history
    b. Owner personal financial information
    c. Owner contact information including the owner's address
    d. Information relating to an Association employee, including personnel files

6. Existing Records Only. The duty to provide documents on request applies only to existing books and records. The Association has no obligation to create a new document, prepare a summary of information, or compile and report data.

RECORD RETENTION

1. Record Retention. The Association will keep the following records for at least the following time periods:
    a. Contracts with terms of at least one year; 4 years after expiration of contract
    b. Account records of current Owners; 5 years
    c. Minutes of Owner meetings and Board meetings; 7 years
    d. Tax returns and audits; 7 years
    e. Financial books and records (other than account records of current Owners); 7 years
    f. Governing documents, including Articles of Incorporation/Certificate of Formation, Bylaws, Declaration, Rules, and all amendments; permanently

2. Other Records. Records not listed above may be maintained or discarded in the Association's sole discretion.

ATTACHMENT 5

CAMBRIDGE CONDOMINIUMS COUNCIL OF OWNERS
CONDOMINIUM REGULATIONS

Article I – Responsibility of Owner

1.1 **Payment of Assigned Costs** – The Owner of a Unit in Cambridge Condominiums is responsible to the Council of Owners for timely payment of the Common Area Maintenance Fees, Assessments, Late Charges and the utility costs assigned to the Unit and any charges assigned to the Unit as a result of staff services to the Unit.

1.2 **Damages to Common Elements** – The Owner is responsible to the Council for any damages caused to the Common Elements as a result of acts of the Owner, or the Owner's family, tenants, guests, servants, workmen and invitees.

1.3 **Observance of Rules** – In addition to the Owner's responsibility to comply with the provisions of the Declaration of Condominium, the By-laws, the Condominium Regulations, and the Community Rules, the Owner is also responsible for seeing that the Owner's family, tenants, guests, servants, workmen and invitees, in using the Unit and the Common Elements, also comply with them.

Article II – Common Element and Public Area

2.1 **Changes Not Permitted** – There shall be no other change to either the structure or the cosmetics of the Building without the approval of the Council of Owners, except that Board of Directors may establish criteria under which the common wall between two Residential Units owned by a single party may be altered to permit the two Units to comprise a single dwelling unit.

2.2 **No Owner Property To Be In Hallways Or Common Areas** – No furniture or other items shall be placed in the hallways, foyers, stairwells, or other public areas of the Building except with the approval of the Board of Directors or in conformity with the standards and limitations which have been prescribed by the Board.

2.3 **Use Of Public Areas, Club Room, Swimming Pool** – The club room, the swimming pool and the other public areas of the Condominium shall be used only in accordance with rules and standards prescribed by the Board of Directors.

Article III – Security and Sanitation

3.1 **No Hazardous Substances** – No substances which may be hazardous to person or property may be kept in any part of the Building.

3.2 **No Hazardous Activities** – No activities which may be dangerous or harmful to persons or property shall be allowed in the Building.

3.3 **Keys to Units** – In anticipation of emergencies, the Board, through the manager, must be able to open all Units. As to any Unit which cannot be opened with the general passkey, the Owner shall furnish the manager with a key which will open the door to the Unit. If requested by the Owner, this key will be kept under seal and used only in case of emergency.

3.4 **Water Closets and Plumbing** – Water closets and other plumbing facilities in Units shall be kept in good functioning order.

3.5 **Trash and Garbage** – No trash or garbage shall be allowed to accumulate in any Unit, but shall be disposed of in accordance with guidelines to be prescribed by the Board or in the Community Rules.

3.6 **General Rule On Responsibility In Case Of Water Leaks** – As a general rule, the Council of Owners will accept responsibility only for those damages directly caused by water leaks from or through faulty Common Elements. Responsibility for leaks in pipes or from air handlers which are part of an Owner's unit, must be borne by that Owner.

Article IV – Tranquility and Comfort

4.1 **Noises** – The noise levels of radios, televisions, music players as well as voices at levels to penetrate to the halls or to other Units are prohibited.

4.2 **Odors** – No activity or substance shall be permitted in a Unit if it results in an odor which penetrates to the air conditioning system, the halls or to another Unit.

Article V – Building Appearances

5.1 **Appearance To Be Maintained** – No additions or changes shall be made to the Building or to any of the Common Elements without prior approval of the Council of Owners. Included in this prohibition is any change which impairs the uniform appearance of the building.

5.2 **Signs Prohibited** – No sign shall be displayed from any balcony or window of a Unit, except that the Board of Directors may establish standards for signs to display from the windows of the Commercial Units.

5.3 **No Attachments to Windows Or Balconies** – There shall be no attachments to the windows or balconies if the attachments can be observed from the street level.

Article VI – Garage and Parking Spaces

6.1 **Criteria For Assigning Parking Spaces** – Under the Declaration of Condominium, the Board of Directors has responsibility for assigning available Parking Spaces. The Board shall follow pre-established criteria in deciding assignments in cases where there are multiple requests from Owners for a particular available Parking Space.

6.2 **Duration of Assignments of Parking Spaces** – Once a Parking Space is assigned to a Unit that assignment shall continue so long as the Owner maintains title to the Unit or until the Owner of the Unit applies for and receives assignment of another Parking Space pursuant to the guidelines governing parking assignments. When the ownership of a Unit changes, the Parking Space assigned to that Unit shall become available for reassignment under those guidelines.

6.3 **Trailers, Vans, Boats, Motorcycles** – No trailers, vans, boats or motorcycles shall be parked in the garage except:

(i) With specific permission of the Board, or
(ii) Where the Board has established guidelines for the parking of such vehicles in the garage, and the manager has determined that the guidelines are being met.

6.4 **Inoperative Vehicles; Repair Work** – No Parking Space or any other part of the parking levels shall be used for making repairs other than emergency repairs.

Article VII – Unit Occupancy

7.1 **Persons Per Unit** – No more than two unrelated persons shall reside in a Unit unless all the persons are members of a single family, the total number of which does not exceed two times the number of bathrooms in the Unit.

7.2 **Commercial Activity Prohibited** – No commercial or profit making activity may be conducted above the first floor of the Building or in the club room, at the swimming pool, or in the Common Areas of the Building. The following shall not be deemed a violation of this provision: (i) the showing of a Unit for sale or lease; (ii) the maintenance of a personal library; (iii) the keeping of personal business or professional record of accounts; (iv) the handling of personal business or professional telephone calls or correspondence.

Article VII – Pets

8.1 **No Pets –** No pets shall be kept in any Unit, except that an Owner (but not a tenant without the Owner's concurrence) may keep either cat or a bird approved by the Board. Such pets will be subject to the Community Rules respecting animals.

8.2 **Animals** – Certified service animals and emotional support animals which are approved by the Board are allowed within the Condominium, subject to the Community Rules respecting animals.

Article IX – General

9.1 **Luggage Carts and Grocery Carts** – Luggage carts and grocery carts shall not be carried on the main passenger elevators except when the service elevator is unavailable.

9.2 **Storage Rooms and Laundry Rooms** – Occupants using the laundry rooms and storage rooms shall do so only in accordance with directions and requirements provided by the Board of Directors.

Article X – Amendments

10.1 **Procedures to Amend** – These Condominium Regulations may be amended only as provided in the Declaration of Condominium, which requires approval of a majority of Owners eligible to vote at a meeting for which the notice carries the text of the proposed amendment.

ATTACHMENT 6

Cambridge Condominiums Council of Owners
RULES REGARDING REPAIRS AND/OR RENOVATION IN CONDOMINIUM UNITS

This document is long, but **extremely important** to the success of your project. If you or your contractor don't comply with the rules, you may have to re-do your renovation or repair. So please read every word, and if you have questions, ask!

The Board of Directors encourages homeowners to make improvements to their condominium and the building staff will make reasonable accommodations to insure speedy completion of your project. The following rules apply to Unit Owners engaging in renovation or repairs in their Units and to the people performing work in Cambridge Tower Condominiums. The intent of these rules is to protect the common areas of the building from excessive wear and tear, maintain a safe environment for residents, prevent damage, and to see that all work is done in accordance with the building's by-laws, rules, and City of Austin Codes.

Cambridge Tower was built in 1964. Some of the materials used in construction of the units may be of a type that will require licensed, professional removal or containment procedure in the event the unit is remodeled or renovated (for example, some ceiling texture may contain asbestos). You are advised that the City of Austin mandates material testing before it will issue certain types of building permits; and such tests in any unit may reveal that it contains asbestos or other material that require special handling or abatement procedures.

Cambridge Tower is Type 1-A Construction, the Building Code category which requires a high level of fire protection. All wall, floor, and ceiling assemblies must be non-combustible, including the non-bearing partitions within the units. The City's website specifically notes that any modification to fire-rated partitions requires a permit. It also notes that plumbing work, including replacement of a tub or shower, requires a permit.

REQUIRED: Certified third-party permit review. Prior to commencement of work, the Unit Owner shall either engage a permit review consultant on the certified permit review consultants list maintained by the General Manager or secure the General Manager's approval of another certified permit review consultant. The chosen consultant may be the architect on the job; otherwise, the permit reviewer shall be a third-party, i.e., not the contractor or other service provider who the Owner is using for the unit renovations. After reviewing the unit, proposed scope of work, City of Austin Building Codes, and all other relevant information concerning the desired unit renovation, the certified permit review consultant shall submit to the General Manager a written opinion that either (a) the renovation requires no City of Austin Building Permits, or (b) the renovation requires the City of Austin Building Permits identified in detail by the consultant.

Prior to commencement of work, the Unit Owner is responsible for submitting to the HOA Office Manager a detailed description of the Scope of Work to be done, plus copies of any required City

of Austin Building Permits, laminated copies of which are to be posted on the Unit's front door or in a Doc Box there. The Manager and Chief Building Engineer shall review the description and, at their discretion, depending on the magnitude and complexity of the work, may require detailed plans, specifications and any required City of Austin Building Permits before the Unit Owner and Contractor(s) are authorized to proceed. Upon final review and approval of the Manager, the Unit Owner and contractor shall sign this document, evidencing their approval of the requirements set out below. During the construction/repair, the Manager and/or Chief Building Engineer shall have the authority to check the status and condition of the work in order to ensure compliance with City of Austin Building Codes, Community Rules and restrictions. If, at any time, the work in progress shall fail to comply with Building Codes, the approved plans or Community Rules, the Manager/Building Engineer shall have the authority to require the Unit Owner and contractor to stop work until such conditions have been corrected.

The Unit Owner is responsible for the actions of his/her contractor(s) and/or service company (ies) during the course of the work. The Association recommends the Owner obtain an insurance certificate from the contractor/service company in the event there is a claim that a worker caused damage or injury to persons/property. The Association does not provide or have liability coverage for contractors/service companies who are working for owners.

All persons including Unit Owners, contractors, sub-contractors, service companies, and/or people that are engaged by a Unit Owner must comply with the following Community Rules and restrictions:

1. Working hours are 8:30 a.m. to 5:00 p.m. Monday through Friday (no work on weekends or holidays).
2. Workers must install approved protective covering over common area floor covering, i.e., tile, carpet, etc. Contractors must protect the hallway carpet from the service elevator to the unit door, using a professional carpet protective film, such as 3M. This protection must be installed/removed daily. Hallway carpet must be cleaned or vacuumed at the end of each day. Cambridge staff will do this at a daily charge of $50 to the owner.
3. Contractors are responsible for all damage to common areas including corridors and elevators. The cost of repairs will be billed to the homeowner.
4. Workers must prevent dust from traveling into common areas and neighboring units. Excessive dust in the corridor may trigger the building's fire alarm. In the event of an alarm the Fire Department will demand an inspection of the unit setting off the alarm. Front Doors and Balcony doors must remain closed.
5. Materials causing high toxic odors such as oil-based paint, fiberglass coating, epoxy coating, etc. are not allowed unless proper exhaust venting is installed. See Chief Building Engineer or the General Manager for details.
6. Common Areas may not be used as a staging area, storage location, or for any construction activity unless specifically approved by the General Manager in writing.
7. Contractors must furnish their own equipment and supplies.

8. Garage space is limited, and the Association does not guarantee parking spaces for construction vehicles. Owners should arrange for garage or other parking for such vehicles.
9. Workers are not to play radios or other audible devices at a sound level that can be heard outside the unit.
10. Workers must exclusively use the service elevator for transporting tools, equipment, and or building materials.
11. Front doors of units are not to be left open at any time except for taking deliveries.
12. Trash chutes may not be used for the purpose of disposal of construction debris. However, construction debris may be put in a building dumpster with prior written management approval. The cost for such use is $100 per dump at management discretion.
13. No smoking is allowed on Cambridge Tower Property–this includes private and Common Areas of the building and balconies.
14. Any plumbing work requires General Manager and Chief Building Engineer approval, in addition to any City of Austin Building Permit that is required and requires the ownerto install isolation shut-off valves to isolate the kitchen and bath areas from the common water loop. Additional plumbing fixtures are not permitted, nor are washing machines.
15. City Permits are required in accordance with City of Austin Building Code and are the responsibility of each Unit Owner. The Association does not inspect the quality of work. Alterations affecting the common wall between units or common areas must be Code compliant, and such work must have a City Permit.
16. Major renovation and/or altering of an interior wall requires the Unit Owner to add insulation for sound reduction to those walls which adjoin neighboring units. New flooring also requires soundproofing.
17. In the event any contractor fails to comply with any of the above, the Unit Owner is subject to a fine of up to $100 for each violation. In addition, the Unit Owner may be charged for the cost of cleaning/repairing common areas left unclean or damaged. All fines and cleaning/repair costs shall be billed to the responsible Unit Owner and, if unpaid, constitute a lien against the property collectible by all means allowed by the governing documents and applicable law.
18. Common elements may not be altered–this includes drilling or chipping into concrete slab and/or ceiling, and any other building element which serves more than one unit.

These Community Rules have been adopted for the purpose of maintaining a safe and attractive building. The Association, Management, and Condominium Staff are not in a position to ensure the quality, design, or workmanship of any work being performed. It is the Unit Owner's responsibility to seek professional advice for the specifications and monitoring of work. The Unit Owner shall indemnify and hold harmless the Association in the event of any claim that the work was not pursued or performed in a safe and workmanlike manner. The Unit Owner is also responsible for any damage to the property of other owners.

The Unit Owner and Contractor(s) hereby agree to the above provisions and acknowledges that charges for violations, common area cleaning, or damage to common areas will be charged to the Unit Owner's account.

Owner Printed Name:_____ Unit # _____

Owner Signature: _____ Date: _____

Contractor Printed Name: _____

Contractor Signature: _____ Date: _____

GM/AGM Printed Name: _____

GM/AGM Signature: _____ Date: _____

ATTACHMENT 7

COLORADO ROOM EVENT POLICIES EFFECTIVE 1/25/2024

To reserve the Colorado Room for exclusive use, please secure Management approval and schedule the room reservation a minimum of 2 business days in advance. A resident can book only one function into the space per day. Frequency of use by the same resident may be limited to afford use by other residents.

1. A resident must be in attendance to accept responsibility for the damages and behavior of guests. All persons must comply with the Association's Community Rules, including no smoking in interior spaces of the building or on any area of the property.

2. As a general rule, for safety and noise considerations, the maximum room capacity is 30 persons. If you anticipate hosting more than 30 persons, please discuss arrangements with Management.

3. The space must be left clean and put back in the same condition as it was before the function. Furniture must be restored to original placement.

4. The room may be reserved for exclusive use between 7:00 AM and 11:00 PM. The reservation start time begins at setup; the end time is when cleanup will be complete.

5. There is no rental charge for the exclusive use of the room.

6. If the CT Staff sets up and/or must remove set up of the room, the service charges are:

   a. $4.00 per chair (maximum of 24 chairs)

   b. $20.00 per table (maximum of 4 tables)

   c. Seating capacity banquet style 4 tables X 6 chairs

7. If Management determines cleaning is required, the cleaning charge is $50 per hour, with a 1-hour minimum. In the event there are any stains or food/beverage materials on the carpet, the carpet cleaning/shampoo charge is $150.

8. Live bands are not permitted, except for HOA or Management events. Recorded music, movies, and other audio must be kept at a volume that it cannot be heard outside of the room.

9. Management reserves the right to stop/terminate a function in progress if the Manager on Duty determines that an activity is in violation of these Policies or the Association's Community Rules.

10. Events/functions can be catered by offsite companies, provided that they comply with the above rules and are Certified Food Handlers in Austin, Travis County.

11.The hosting party (building resident/owner/tenant) shall indemnify and hold harmless the Association and Management against all liability or loss (including attorney's fees and costs) and against all claims or actions based upon or arising out of damages or injury to persons or property caused by or sustained in connection with the use of the space (Colorado Room). The Association assumes no liability for private parties.

By signing below, I acknowledge that I have read the above rules and understand and agree to the terms of use.

Unit #: _____ Event date: _____

Resident: _____ Start time (from setup): _____

/s/_____ End time (cleanup complete): _____

Today's date: _____

ATTACHMENT 8

Common Area Facilities Usage Agreement effective May 6, 2024

Amenity: ☐ Pool Area ☐ Roof Garden ☐ Colorado Room Patio

Day & Date: _____ Start/End Time: _____ # of Attendees: _____

Procedures for Use:

1. Date and time must be established and checked for availability. Area cannot be reserved for exclusive use and/or prevent other residents from using the common facilities.
2. For safety and noise considerations, the maximum attendance is 30 people unless Management approves a greater number of attendees.
3. There must be a resident in attendance. The Resident accepts responsibility for all damage and behavior of guests. All persons must comply with community rules including **no smoking on the premises.**
4. The space must be put back to the same condition as before the function. Area must be left cleaned, and furniture restored to original placement.
5. **There is no charge for the use of the space; however, if the staff sets up the space and/or has to remove setup, a charge is imposed as follows:**
    a. $4.00 per chair (maximum of 30 chairs)
    b. $20.00 per table (maximum of 4 tables)

   If management determines cleaning in required, **the cleaning charge** is $50 per hour (minimum charge of one hour.)
6. Sound from live bands or other sources must not disturb residential units and must end at 10:00 p.m.
7. Management reserves the right to stop/terminate a function in progress if the Manager on Duty determines that an activity is in violation of the Association's Community Rules.
8. Events/functions can be catered by offsite companies, provided that they comply with the above rules and are Certified Food Handlers in Austin, Travis County**.**
9. Hosting party (building resident/owner/tenant) shall indemnify and hold harmless the Association and management against all liability or loss (including attorney's fees and costs), and against all claims or actions based upon or arising out of damages or injury to persons or property caused by or sustained in connection with the use of the space. The Association assumes no liability for private parties.
10. Functions must have approval in advance by the manager and the hosting party must agree to the above before space can be used.

Party responsible agrees to comply with the above terms.

Unit #:_____ Name: _____

*/s/*_____ _____

Responsible Party (Owner/Tenant) *Date*

*/s/*_____ _____

Management Representative *Date*

ATTACHMENT 9

CAMBRIDGE CONDOMINIUMS COUNCIL OF OWNERS
GUEST PARKING GUIDELINES

I. AREA FOR GUEST PARKING

The ten (10) parking spaces between the garage office and the elevators are designated for short-term use by guests of residents and for vehicles of service firms.

II. APPROVED USES OF GUEST PARKING SPACES

The guest parking spaces are reserved for the following:

a. **GUESTS OF RESIDENTS:** Guest area parking may be used for:

1) Short-term visitors of Cambridge residents.

2) Overnight guests of Cambridge residents.

b. **DELIVERY VEHICLES:** Delivery vehicles while making deliveries to Cambridge occupants.

c. **SERVICE VEHICLES:** Vehicles of outside service personnel while working in the building.

d. **LOADING AND UNLOADING:** Cars of Cambridge residents while loading or unloading before and after shopping and longer trips.

e. **PARKING OF SHORT-TERM SERVICE PROVIDERS:** Housekeeping staff /maids or nurses are permitted if they are on the Property less than two (2) hours.

III. PROHIBITED USES

Guest parking spaces may not be used for the following purposes:

a. Leaving a car while on a trip away from Cambridge.

b. Parking while attending classes or other activity not in the building.

c. Parking of residents' cars instead of using assigned parking spaces for longer periods of time necessary for loading and unloading.

d. A locked car without leaving the keys with the parking attendant.

e. Parking cars of maids, nurses and service providers for more than two (2) hours.

IV. ENFORCEMENT

A vehicle in violation of these guidelines is subject to a parking fine and/or towing of the vehicle.