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OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir
Dana DeBeauvoir, County Clerk
Travis County, Texas
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AFTER RECORDING RETURN TO:
Robert D. Burton, Esq.
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
E-mail: rburton@winstead.com

CAMBRIDGE CONDOMINIUMS
COMMUNITY MANUAL

THIS DOCUMENT AMENDS AND RESTATES THAT CERTAIN BYLAWS, RULES AND REGULATIONS CAMBRIDGE CONDOMINIUMS, RECORDED AS DOCUMENT NO. 1999148013, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. ALL POLICIES HEREIN HAVE BEEN RESTATED OR REPLACED IN THEIR ENTIRETY AS SET FORTH HEREIN.

The undersigned hereby certifies that he/she is the duly elected, qualified and acting officer of The Cambridge Condominiums Council of Owners, a Texas non-profit corporation (the "**Association**"), and that, attached hereto is a true and correct copy of the Cambridge Condominiums Community Manual adopted by the Board of Directors.

IN WITNESS WHEREOF, the undersigned has executed this certificate on the 20th day of October, 2020.

THE CAMBRIDGE CONDOMINIUMS COUNCIL OF OWNERS, a Texas non-profit corporation

By: _____
Printed Name: Jeannine Miller
Title: President, Board of Directors

STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this 20th day of October, 2020, by Jeannie Miller, President of The Cambridge Condominiums Council of Owners, a Texas non-profit corporation, on behalf of said non-profit corporation.

[seal] Raimonda Marie Tamburello
My Commission Expires
03/31/2024
ID No. 132421690

_____
Notary Public Signature

Cross reference to that certain The Cambridge Condominiums Revised Declaration of Condominiums, recorded under Document No. 7171790 (and also Doc. No. 89052344 and Film Code No. 00004491458), Official Public Records of Travis County, Texas, as the same may be amended; and that certain Bylaws, Rules and Regulations – Cambridge Condominiums, recorded under Document No. 1999148013, Official Public Records of Travis County, Texas, as the same may be amended from time to time.

CAMBRIDGE CONDOMINIUMS

COMMUNITY MANUAL

TABLE OF CONTENTS

1. CERTIFICATE OF FORMATION — ATTACHMENT 1
2. BYLAWS — ATTACHMENT 2
3. COMMUNITY RULES — ATTACHMENT 3
   *Includes the Pet Policy Amendment.
4. CONDOMINIUM REGULATIONS — ATTACHMENT 4
   *Includes the Pet Policy Amendment.
5. CONTRACTOR RULES — ATTACHMENT 5
6. GUEST PARKING GUIDELINES — ATTACHMENT 6

ATTACHMENT 1

CAMBRIDGE CONDOMINIUMS COUNCIL OF OWNERS
CERTIFICATE OF FORMATION

FILED
In the Office of the
Secretary of State of Texas

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

AUG 1 0 1979

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-profit 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 Condominium 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 Condominium 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 therefor 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.

JAMES H. COKER

NORMAN PONDER

DOUGLAS M. GOLDRICK

THE STATE OF TEXAS, >

COUNTY OF Dallas. >

I, the undersigned Notary Public, do hereby certify that on this 28th day of June, 1979 personally appeared before me, JAMES H. COKER, NORMAN PONDER and DOUGLAS M. GOLDRICK, who after being by me duly sworn, declared that they are the persons who signed the foregoing document as incorporators and that the statements contained therein are true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year above written.

Michael Jack Haney
Notary Public in and for Dallas County, Texas

My commission expires May 7, 1981.

FILED
in the Office of the
Secretary of State of Texas
NOV 14 1989
Corporations Section

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
Herbert E. Walker, President

STATE OF TEXAS

COUNTY OF TRAVIS

Before me, a notary public, on this day personally appeared Herbert E. Walker, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

Given under my hand and seal of office this 8 day of November, A.D., 1989.

Carol J. Masters
CAROL J MASTERS
Notary Public in and for
The State of Texas

My Commission Expires: 10/23/91

FILED
In the Office of the
Secretary of State of Texas
OCT 19 2004
Corporations Section

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
MARIE ARNOLD, President

ATTACHMENT 2

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 1. 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 1. 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 bedetermined 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 theSecretary, 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. TheCouncil 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 1. 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 areotherwise 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 1. 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 3

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.** – Each Unit owner shall be responsible for damage to the Building, Common Elements and the private property of others if such damage is due to an action of the Owner or Owner's family, tenants, guests, invitees, employees, or agents. Each owner shall be responsible for damage to other Units if such damage is caused by a condition in their Unit.

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. 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.

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** – All leases and/or rentals shall be in writing and for a period of not less than thirty (30) days. Occupancy and use of the 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. A signed copy of said lease must be submitted and receipted by the Association's business office prior to taking possession of said premises. An approved lease form shall be provided at no cost to an Owner.

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 **Animals in the Building** –

4.5.1 **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.

4.5.2 **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.

4.5.3 **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.

4.5.4 **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.

4.5.5 **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.

4.5.6 **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.

4.5.7 **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.

4.5.8 **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. Building materials and furniture are prohibited in these rooms. 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.

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. No items may be stored or put on the surface of a parking space such as boxes, bicycles, tools, building materials, or furniture. Storage is limited to the interior space of the storage bin assigned to the Parking Space. Bicycles must be registered with the business office and stored in one of the three bicycle racks. 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.

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, construction workers and materials, trunks, furniture, appliances, grocery carts, and baggage carts. 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.

11.2 **Carts in Passenger Elevator** – Grocery and baggage carts shall not be carried on the passenger elevators except when the service elevator is out of service.

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** – The Association charges a fee for the preparation of a resale certificate and documents associated with the sale of a condominium unit. Such fees are paid to the management company.

13.7 **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
$100	Smoking in non-smoking areas, throwing or allowing cigarette butts to fall off of balcony, failure to comply with fire safety standards.
$100	Failure to have an operating smoke detector in each bedroom and hallway, or disabling a smoke detector.
$100	Speeding in the garage; unauthorized parking in visitor parking spaces or in someone else's parking space.
$100	Creating a disturbance to neighbors and/or use of abusive language in hearing range of other residents.
$50	Failure to comply with occupancy rules (per day).
$50	Failure of contractors/service workers to comply with contractor rules (per day).
$50	Violation of pet rules (per day).
$25	Storage of unauthorized materials in parking space (per day).
$25	Failure to immediately return grocery cart or luggage rack back to garage after use.

Such fines or penalties may be contested at any meeting of the Board of Directors. First offenses are normally given a warning notice and thereafter, fines are based on a minimum of $25 for lower offenses and up to $100 for safety/security and/or disturbing the peace offenses. Fines are imposed on a per incident basis.

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.

ATTACHMENT 4

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 Unitas a result of staff services to theUnit.

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 withthem.

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 theBoard.

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 theBuilding.

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 CommunityRules.

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 anotherUnit.

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 CommercialUnits.

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 streetlevel.

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 ParkingSpace.

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 governingparkingassignments. 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 5

CAMBRIDGE CONDOMINIUMS COUNCIL OF OWNERS
CONTRACTOR RULES

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 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. The Board of Directors encourages homeowners to make improvements to their condo and the building staff will make reasonable accommodations to ensure speedy completion of your project. The following rules apply to 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 and rules.

Prior to commencement of work, the owner is responsible for submitting to the General Manager (the "**Manager**") a general description of the work to be done. The Manager shall review the description and, at his discretion, depending on the magnitude and complexity of the work, may require detailed plans and specifications before the owner and/or contractor are authorized to proceed. Upon final review and approval of the Manager, the owner and/or contractor shall sign this document, evidencing their approval of the requirements set out below. During the construction/repair, the Manager shall have the authority to check the status and condition of the work in order to ensure compliance with community rules and restrictions. If, at any time, the work in progress shall fail to comply with the approved plans or community restrictions, the Manager shall have the authority to require the owner to stop work until such conditions have been corrected.

The owner is responsible for the actions of his/her contractor and/or service company 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 owners, contractors, sub-contractors, service companies, and/or people that are engaged by a homeowner 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 weekend or holidays).
2. Workers must install protective covering over common area floor, i. e., tile, carpet, etc. Protective floor covering may be left over carpet during the day (construction period) provided such covering is removed at the end of each day. Hallway carpet must be cleaned or vacuumed at the end of each day. Cambridge staff will do this at a daily charge of $25 to the owner.

3. Contractors are responsible for all damage to common areas including corridors and elevators. Cost of repairs will be billed to the homeowner.

4. Workers should prevent dust from traveling into common areas and neighboring units. **Excessive dust in the corridor may trigger the building fire alarm**. In the event of an alarm the fire department will demand an inspection of the unit setting off the alarm.

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 building 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 building manager.

7. Contractors must furnish their own equipment and supplies.

8. Garage space is limited and the Association does not guarantee spaces for construction vehicles. Owners should arrange for garage or other parking for such vehicles.

9. Workers are not to play radios or stereo devices at a sound level that can be heard outside the unit.

10. Workers must 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 $50 per dump at management discretion.

13. **No smoking is allowed in Cambridge** - this includes private and common areas of the building.

14. Major plumbing changes/additions require the owner to install isolation cut-off valves to isolate the kitchen and bath areas from the common water loop.

15. **City permits are required in accordance with City of Austin Building Code** and are the responsibility of each 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 require the owner add insulation for sound reduction to those walls which adjoin neighboring units.

17. In the event any contractor fails to comply with any of the above, the owner/worker is subject to a fine of up to $100 for each violation. In addition, owner may be charged for the cost of cleaning/repairing common areas left unclean or damaged.

18. Installations of washer/dryers must be code compliant and washers must be front loading style.

19. **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 owner's responsibility to seek professional advice for the specifications and monitoring of work. The 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 owner is also responsible for any damage to the property of other owners.

The owner/contractor(s) hereby agrees to the above provisions and acknowledges that charges for violations, common area cleaning, or damage to common areas will be charged to owner's account.

Owner Signature: _____

Unit #: _____

Date: _____

Contractor Signature: _____

Date: _____

Cambridge General Manager Signature: _____

Date: _____

ATTACHMENT 6

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.