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Rebecca Guerrero, County Clerk  
Travis County, Texas

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\*Electronically Recorded\*

Prepared in the Office of:  
Julie Alexander Law, PC  
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## **BYLAWS**

### **Ceberry & Summit Condominium Association** **8106 Ceberry Drive and 3600 Summit Bend, Austin, Texas 78759**

#### **STATE OF TEXAS COUNTY OF TRAVIS**

Capitalized terms in these Bylaws of the Ceberry & Summit Condominium Association shall have the same meaning as defined in the Declaration of Condominium Regime for the Ceberry & Summit Condominiums, unless otherwise defined below.

#### **1. OFFICES**

**1.1. REGISTERED OFFICE AND AGENT.** The registered office and registered agent of the Ceberry & Summit Condominium Association, a Texas nonprofit corporation, (hereafter "Association") shall be as set forth in the Association's Certificate of Formation. The registered office or the registered agent may be changed by resolution of the Members, upon making the appropriate filing with the Texas Secretary of State.

**1.2. PRINCIPAL OFFICE AND OTHER OFFICES.** The principal office of the Association shall be at 8106 Ceberry Drive, Austin, Texas 78759, provided that the Members shall have the power to change the location of the principal office.

#### **2. MEMBERS**

**2.1. MANAGEMENT BY MEMBERS.** All Members of the Association must be Owners at the Ceberry & Summit Condominiums, located at 8106 Ceberry Drive and 3600 Summit Bend, Austin, Texas 78759. Management of the affairs of the Association is vested in its Members. The Members shall be comprised of all of the Owners of the Ceberry & Summit Condominiums, as may vary from time to time due to transfer of ownership.

**2.2. CLASSES OF MEMBERS.** The Association shall have one class of Members.

**2.3. ELECTION OF MEMBERS.** New Members of the Association are automatically elected to membership in the Association by meeting the qualifications of being an Owner.

**2.4. TERMINATION OF MEMBERSHIP.** Membership in the Association is automatically terminated upon any Member ceasing to be an Owner.

**2.5. TRANSFER OF MEMBERSHIP.** Membership in the Association is neither transferable nor assignable.

**2.6. PLACE OF MEETING.** The place of any annual meeting or any special meeting shall be the registered office of the Association in the State of Texas, unless otherwise agreed by the Members. If all of the Members consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

**2.7. ANNUAL MEETING.** The annual meeting of the Members shall be held on the date and time set by a Majority vote of the Units. Failure to hold the annual meeting at the designated time shall not work a dissolution of the Association. In the event the Members fail to call the annual meeting at the designated time, any Member may make demand that such meeting be held within a reasonable time, such demand to be made in writing by registered mail directed to any officer of the Association.

**2.8. NOTICE OF MEETING.** Unless the meeting is held by unanimous consent of the Members, written or printed notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally, by e-mail, or by mail, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting, to each Member. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage thereon paid. If transmitted by e-mail, notice is deemed to be delivered on successful transmission of the e-mail.

**2.9. SPECIAL MEETINGS.** Special meetings of the Members may be called by the President, or by any Member, and may be held by unanimous consent of the Members. Only business within the purpose or purposes described in the notice or executed waiver of notice may be conducted at a special meeting. Any person or persons entitled hereunder to call a special meeting may do so only by written request sent by certified mail or delivered in person to the President or Secretary. The officer receiving the written request shall within ten days from the date of its receipt cause notice of the meeting to be given in the manner provided by these Bylaws to all Members. If the officer does not give notice of the meeting within ten days after the date of receipt of the written request, the person or persons calling the meeting may fix the time of meeting and give the notice in the manner provided in these Bylaws.

**2.10. VOTING OF MEMBERS.** Each Unit in the Condominium is entitled to the following percentage of votes in the Association:

**Unit 1/8106 Ceberry: Fifty Percent (50%)**

**Unit 2/3600 Summit: Fifty Percent (50%)**

Each Owner within a Unit is entitled to an equal percentage of the Unit's voting percentage. For example, in the situation where each Unit is owned by an individual, each Owner shall be

entitled to fifty percent (50%) of the vote; and in the situation where Unit 1/8106 Ceberry has one Owner and Unit 2/3600 Summit has two Owners, the Owner of Unit 1/8106 Ceberry has fifty percent (50%) of the vote and each Owner of Unit 2/3600 Summit has twenty-five percent (25%) of the vote. The votes cast by a Majority vote of the Units shall control, provided that if the Owners are deadlocked and any Unit is owned by Declarant, the vote of Declarant shall control.

A Member may vote in person, by telephone, by electronic mail, or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Each proxy shall be revocable unless expressly provided therein to be irrevocable. Elections of officers may be conducted by mail, by e-mail, or by any combination thereof.

A Majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum is present, shall be the act of the Members meeting, unless the vote of a greater number is required by law, the Declaration, the Certificate of Formation, or these Bylaws. When not specified in these Bylaws, voting or agreement of the Members shall be by a Majority vote. Any vote may be taken by voice or show of hands unless a Member entitled to vote, either in person or by proxy objects, in which case written ballots shall be used.

**2.11. QUORUM OF MEMBERS.** Members holding a Majority of the votes entitled to be cast, represented in person or by proxy, shall constitute a quorum. Once a quorum is present at a meeting of Members, the Members represented in person or by proxy at the meeting may conduct such business as may be properly brought before the meeting until it is adjourned, and the subsequent withdrawal from the meeting of any Member or the refusal of any Member represented in person or by proxy to vote shall not affect the presence of a quorum at the meeting. The Members represented in person or by proxy at a meeting of Members at which a quorum is not present may adjourn the meeting until such time and to such place as may be determined by a Majority vote of the Members represented in person or by proxy at that meeting.

**2.12. FIXING RECORD DATES FOR DETERMINING MEMBERS ENTITLED TO VOTE AND NOTICE.** The record date for determining the Members entitled to notice of a Members' meeting and for determining the Members entitled to vote at a Members' meeting shall be the close of business on the business day preceding the date on which notice is given, or if notice is waived, at the close of business on the business day preceding the date of the meeting. A determination of Members entitled to notice of or to vote at a Members' meeting is effective for any adjournment of the meeting unless the Members fix a new date for determining the right to notice or the right to vote. The Members must fix a new date for determining the right to notice or the right to vote if the meeting is adjourned to a date more than ninety (90) days after the record date for determining Members entitled to notice of the original meeting.

**2.13. VOTING LISTS.** After fixing a record date for the notice of a meeting, the Secretary shall prepare an alphabetical list of the names of all the voting Members who are entitled to notice of the meeting. The list must show the address and number of votes each voting Member is entitled to cast at the meeting. The Secretary shall make the list of voting Members available at the meeting, and any voting Member or voting Member's agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment.

**2.14. ACTION BY MEMBERS WITHOUT MEETING.** Any action required by the Texas Business Organizations Code to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all the Members entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote. Each written consent shall bear the signature of each Member who signs the consent. A written consent signed by less than all of the Members is not effective to take the action that is the subject of the consent. A digital, photographic, or other similar signature or similar reproduction of a writing signed by a Member shall be regarded as signed by the Member.

**2.15. CERTIFICATES OF MEMBERSHIP.** Membership in the Association shall be uncertificated. The Members may provide for the issuance of certificates, cards, or other instruments evidencing membership rights, voting rights or ownership rights, which shall be in such form as may be determined by the Members.

### **3. OFFICERS**

**3.1. NUMBER OF OFFICERS.** The officers of the Association shall consist of a President, a Secretary, and a Treasurer and may also consist of such other officers as may be deemed necessary by the Members. New offices may be created and filled at any meeting of the Members. Any two or more offices may be held by the same person, except the offices of President and Secretary.

**3.2. ELECTION OF OFFICERS AND TERM OF OFFICE.** All officers shall be elected or appointed by a Majority vote for such terms not exceeding three (3) years. If the Owners are unable to agree upon who shall serve as officers, the Members shall rotate serving as President, Secretary, and Treasurer for one-year terms.

**3.3. REMOVAL OF OFFICERS, VACANCIES.** Any officer elected or appointed may be removed by a Majority vote. Election or appointment of an officer or agent shall not of itself create contract rights. A vacancy in any office because of death, removal, disqualification or otherwise, may be filled by the Members for the unexpired portion of the term.

**3.4. POWERS OF OFFICERS.** Each officer shall have, subject to these Bylaws, in addition to the duties and powers specifically set forth herein, such powers and duties as are commonly incident to that office and such duties and powers as the Members shall from time to time designate. All officers shall perform their duties subject to the directions and under the supervision of the Members. The President may secure the fidelity of any and all officers by bond or otherwise.

In the discharge of a duty imposed or power conferred on an officer of the Association, the officer may in good faith and with ordinary care rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Association or another person, that were prepared or presented by: (1) one or more other officers or employees of the Association, including Members; or (2) legal counsel, public accountants, or other persons

as to matters the officer reasonably believes are within the person's professional or expert competence. An officer is not relying in good faith within the meaning of this section if the officer has knowledge concerning the matter in question that makes reliance otherwise permitted by this subsection unwarranted.

**3.5. PRESIDENT.** The President shall be the chief executive officer of the Association and shall preside at all meetings of all Members. Such officer shall see that all orders and resolutions of the Members are carried out, subject, however, to the right of the Members to delegate specific powers, except such as may be by statute exclusively conferred on the President, to any other officers of the Association. The President shall execute bonds, mortgages and other instruments in the name of the Association.

**3.6. SECRETARY.** The Secretary shall attend all meetings of the Members and shall record all votes and the minutes of all proceedings and shall perform like duties for any committees when required. The Secretary shall give or cause to be given notice of all meetings of the Members and shall perform such other duties as may be prescribed by the Members. In the absence of the Secretary, the minutes of all meetings of the Members shall be recorded by such person as shall be designated by the President.

**3.7. TREASURER.** The Treasurer shall have the custody of the corporate funds and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Members. The Treasurer shall disburse the funds of the Association as may be ordered by the Members, taking proper vouchers for such disbursements. The Treasurer shall keep and maintain the Association's books of account and shall render to the President and Members an account of all of his or her transactions as Treasurer and of the financial condition of the Association and exhibit the books, records and accounts to the President or Members at any time. The Treasurer shall disburse funds for capital expenditures as authorized by the Members.

#### **4. INDEMNIFICATION AND INSURANCE**

**4.1. INDEMNIFICATION.** The Association shall have the full power to indemnify and advance expenses pursuant to the provisions of the Texas Business Organizations Code to any person entitled to indemnification under the provisions of the Texas Business Organizations Code.

**4.2. INSURANCE.** The Association may purchase and maintain insurance or another arrangement on behalf of any person who is a Member, officer, employee, or agent of the Association or who is serving at the request of the Association as an officer, trustee, employee, agent, or similar functionary of another foreign or domestic entity, against any liability asserted against him or her and incurred by him or her in such a capacity or arising out of his or her status as such a person, whether or not the Association would have the power to indemnify him or her against that liability. Without limiting the power of the Association to procure or maintain any kind of insurance or other arrangement, the Association may, for the benefit of persons

indemnified by the Association: (1) create a trust fund; (2) establish any form of self-insurance; (3) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Association; or (4) establish a letter of credit, guaranty, or surety arrangement. The insurance or other arrangement may be procured, maintained, or established within the Association or with any insurer or other person deemed appropriate by the Members regardless of whether all or part of the stock or other securities of the insurer or other person are owned in whole or part by the Association. In the absence of fraud, the judgment of the Members as to the terms and conditions of the insurance or other arrangement and the identity of the insurer or other person participating in an arrangement shall be conclusive and the insurance or arrangement shall not be voidable and shall not subject the Members approving the insurance or arrangement to liability, on any ground, regardless of whether Members participating in the approval are beneficiaries of the insurance or arrangement.

## 5. MISCELLANEOUS

**5.1. WAIVER OF NOTICE.** Whenever any notice is required to be given to any Member of the Association under the provisions of the Texas Business Organizations Code or under the provisions of the Certificate of Formation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

**5.2. MEETINGS BY TELEPHONE CONFERENCE OR OTHER REMOTE COMMUNICATIONS TECHNOLOGY.** Subject to the provisions required or permitted by the Texas Business Organizations Code and these Bylaws for notice of meetings, Members of the Association, or Members of any committee may participate in and hold a meeting of such Members or committee by means of: (1) conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other; or (2) another suitable electronic communications system, including videoconferencing technology or the Internet, only if: (a) each Member entitled to participate in the meeting consents to the meeting being held by means of that system; and (b) the system provides access to the meeting in a manner or using a method by which each Member participating in the meeting can communicate concurrently with each other participant. Participation in a meeting pursuant to this Section shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

**5.3. DOCUMENT PRODUCTION AND COPYING POLICY.** The Association shall keep digital copies of correct and complete books and records of accounts, minutes of the proceedings of the Members and any committees, and records of the names and addresses of its Members entitled to vote. As the Association is member managed, each Owner shall maintain digital copies of all Association records and shall provide all records to any purchaser of his or her Unit. If an Owner or an Owner's authorized representative would like to request copies of or access to the books and records of the Association, including financial records, the Association shall make the books and records of the Association, including financial records, open to and reasonably available for examination by an Owner, or a person designated in a writing signed by the Owner

as the Owner's agent, attorney, or certified public accountant. An Owner is entitled to obtain from the association copies of information contained in the books and records.

An Owner or the Owner's authorized representative must submit a written request for access or information by certified mail, with sufficient detail describing the Association's books and records requested, to the mailing address of the Association or authorized representative as reflected on the most current management certificate filed under Texas Property Code Section 82.116. The request must contain 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 and: (1) if an inspection is requested, the Association, on or before the 10th business day after the date the Association receives the request, shall send written notice of dates during normal business hours that the Owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the Association; or (2) if copies of identified books and records are requested, the Association shall, to the extent those books and records are in the possession, custody, or control of the Association, produce the requested books and records for the requesting party on or before the 10th business day after the date the Association receives the request, except as otherwise provided by this section.

If the Association is unable to produce the books or records requested on or before the 10<sup>th</sup> business day after the date the Association receives the request, the Association must provide to the requestor written notice that: (1) informs the requestor that the Association is unable to produce the information on or before the 10th business day after the date the Association received the request; and (2) states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the 15th business day after the date notice under this subsection is given. If an inspection is requested or required, the inspection shall take place at a mutually agreed on time during normal business hours, and the requesting party shall identify the books and records for the Association to copy and forward to the requesting party. An Association may produce books and records requested under this section in hard copy, electronic, or other format reasonably available to the Association.

The Association shall charge the requesting Owner the following fees and expenses for compilation, production, and reproduction of information requested under this section:

- (1) Copies - \$.10/page. Each side or part of a page is considered a page.
- (2) Diskette, Rewritable CD (CD-RW), Non-rewritable CD (CD-R), Audio cassette - \$1.00
- (3) Magnetic tape, Data cartridge, Tape cartridge, JAZ drive, Other electronic media, Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic) - actual cost
- (4) Digital video disc (DVD) - \$3.00
- (5) VHS video cassette - \$2.50
- (6) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper - \$.50/page. Each side or part of a page is considered a page.
- (7) Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the Association may charge for the programmer's time. The hourly charge for a programmer is \$28.50 an hour. Only programming services shall be charged at this hourly rate.
- (8) All other labor shall be charged at \$15.00 an hour.

(9) Overhead charge.

(10) Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge.

(11) Postal and shipping charges. Governmental bodies may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

(12) Sales tax may be charged.

The Association may require advance payment of the estimated costs of compilation, production, and reproduction of the requested information. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the Owner on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the Owner, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the Owner, may be added to the Owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the Owner is entitled to a refund, and the refund shall be issued to the unit owner not later than the 30<sup>th</sup> business day after the date the invoice is sent to the Owner. The Association must estimate costs under this section using amounts prescribed above.

Except as provided by herein and to the extent the information is provided in the meeting minutes, the Association is not required to release or allow inspection of any books or records that identify the dedicatory instrument violation history of an individual Owner of an Association, an Owner's personal financial information, including records of payment or nonpayment of amounts due to the Association, an Owner's contact information, other than the Owner's address, or information related to an employee of the Association, including personnel files. Information may be released in an aggregate or summary manner that would not identify an individual Owner. The books and records described above shall be released or made available for inspection if: (1) the express written approval of the Owner whose records are the subject of the request for inspection is provided to the Association; or (2) a court orders the release of the books and records or orders that the books and records be made available for inspection.

The Association shall retain documents according to the following requirements: (1) certificates of formation, bylaws, dedicatory instruments, and all amendments to the certificates of formation, bylaws, and dedicatory instruments shall be retained permanently; (2) financial books and records shall be retained for seven years; (3) account records of current unit owners shall be retained for five years; (4) contracts with a term of one year or more shall be retained for four years after the expiration of the contract term; (5) minutes of meetings of the unit owners and the board shall be retained for seven years; and (6) tax returns and audit records shall be retained for seven years.

**5.4. SEAL.** The Association may adopt a corporate seal in such form as the Members may determine but is not required to do so. The Association shall not be required to use the corporate seal and the lack of the corporate seal shall not affect an otherwise valid contract or other instrument executed by the Association.

**5.5. CONTRACTS.** The Members may authorize any officer(s) or agent(s) of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract



or execute any instrument on behalf of the Association, and such authority may be general or confined to specific instances.

**5.6. CHECKS, DRAFTS, ETC.** All checks, drafts or other instruments for payment of money or notes of the Association shall be signed by two (2) persons, who shall be Owners of separate Units in the Project, or as otherwise shall be determined by the Members.

**5.7. DEPOSITS.** All funds of the Association shall be deposited to the credit of the Association in such banks or other depositories as the Members may select.

**5.8. GIFTS.** The Members may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

**5.9. FINANCIAL RECORDS AND ANNUAL REPORTS.** The Association shall maintain current true and accurate financial records with full and correct entries made with respect to all financial transactions of the Association, including all income and expenditures, in accordance with generally accepted accounting practices. All records, books, and annual reports (if required by law) of the financial activity of the Association shall be kept digitally or in hard copy at the registered office or principal office of the Association in this state for at least three years after the closing of each fiscal year and shall be available to Members for inspection and copying there during normal business hours. The Association may charge for the reasonable expense of preparing a copy of a record or report.

**5.10. FISCAL YEAR.** The fiscal year of the Association shall end on December 31 of each year, unless determined otherwise by the Members.

## 6. CONSTRUCTION

**6.1. PRONOUNS AND HEADINGS.** All personal pronouns used in these Bylaws shall include the other gender whether used in masculine or feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate. All headings herein are for the parties' convenience only and neither limit nor amplify the provisions of these Bylaws.

**6.2. INVALID PROVISIONS.** If any one or more of the provisions of these Bylaws or the applicability of any such provision to a specific situation shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of these Bylaws and all other applications of any such provision shall not be affected thereby.

## 7. AMENDMENT OF BYLAWS

A Majority vote is required to amend or repeal these Bylaws, or adopt new Bylaws, unless the Certificate of Formation and/or the Texas Business Organizations Code limit such powers.

**CERTIFICATE**

**I HEREBY CERTIFY** that the foregoing is a true, complete, and correct copy of the Bylaws of the Ceberry & Summit Condominium Association, a Texas nonprofit corporation and condominium association, as adopted by the Members to be effective on March 24, 2022.

*[Signature appears on following page.]*

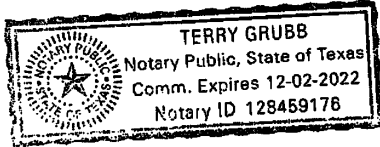
**APPROVED BY MEMBER:**

  
\_\_\_\_\_  
Holly Pyle

**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF Tarrant §

This instrument was acknowledged before me on the 23 day of March,  
2022, by Holly Pyle.



  
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Notary in and for the State of Texas