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Rebecca Guerrero, County Clerk
Travis County, Texas

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RULES AND REGULATIONS

Ceberry & Summit Condominiums

8106 Ceberry Drive and 3600 Summit Bend, Austin, Texas 78759

STATE OF TEXAS COUNTY OF TRAVIS

These Rules and Regulations for the Ceberry & Summit Condominiums (“Rules”) apply to the Units and Common Elements of the Ceberry & Summit Condominiums, located at 8106 Ceberry Drive and 3600 Summit Bend, Austin, Texas 78759 (the “Property”). Words as defined in the Declaration of Condominium Regime for the Ceberry & Summit Condominiums shall have the same meaning in these Rules. By owning or occupying a Unit in the Ceberry & Summit Condominiums, each Owner and/or resident of a Unit agrees to abide by these Rules, as well as the obligations of Owners and/or residents of a Unit provided in the Declaration and Bylaws. **These Rules may be modified by a Majority vote, as set forth in the Documents.**

For the convenience of the Ceberry & Summit Condominiums’ Owners and residents, these Rules may restate some of the rules and covenants contained in the Declaration. Words and phrases defined in the Declaration shall have the same meaning when used in these Rules. In the event of a conflict between Documents, the hierarchy of authority shall be as follows: Declaration (highest), Certificate of Formation, Bylaws, and these Rules (lowest).

A. COMPLIANCE

A-1. Compliance. Each Owner shall comply with the provisions of these Rules, the Declaration, the Certificate of Formation, the Bylaws, and community policies promulgated by the Members to supplement these Rules, as any of these may be revised from time to time. Each Owner, additionally, shall be responsible for compliance with the Documents by the occupants of his or her Unit, and his or her respective family, invitees, tenants, agents, employees, or contractors. Use of “Owner” or “resident” in these Rules shall be deemed to include and apply to the Owner and to all persons for whom Owner is responsible.

A-2. Waiver. Certain circumstances may warrant waiver or variance of these Rules. An Owner must make written application to the Members for such waiver or variance. If the Members deem the waiver or variance warranted, the Members may condition its approval, which must be in writing to be effective.

B. OBLIGATIONS OF OWNERS AND RESIDENTS

B-1. Safety. Each resident is solely responsible for his or her own safety and for the safety, well-being and supervision of his or her guests or invitees and any person in the Property to whom the resident has a duty of care, control, or custody.

B-2. Damage and Reimbursement for Damage. Each Owner is responsible for any loss or damage to his or her Unit, the other Unit, the personal property of other residents or their guests, or to the Property and improvements, if such loss or damage is caused by the Owner, Owner's guest, agent, tenant, or invitee, or by any person for whom the Owner is responsible. An Owner shall promptly reimburse the Association and/or the affected Owner for the cost of damage to the Property caused by the negligent or willful conduct of the Owner or persons for whom the Owner is responsible.

B-3. Association Does Not Insure Personal Property. Each resident is solely responsible for insuring his or her personal property in and on any Unit or in the Property, including but not limited to personal property, furnishings, furniture, automobiles, and items kept in storage areas. Personal property placed in or on any Unit or the Property shall be solely at the risk of the resident or the Owner of such personal belongings.

B-4. Risk Management. No resident or Owner shall permit anything to be done or kept in his or her Unit or the Property which will result in the cancellation of insurance on any Unit, or any part of the Property, or which may be in violation of any law.

B-5. Reimbursement for Enforcement. An Owner shall promptly reimburse the Association or any other Owner for any expenses (including attorneys' fees and associated costs and expenses of enforcement) incurred by the Association or any other Owner in enforcing the Documents against the Owner, his or her Unit, or persons for whom the Owner is responsible.

C. OCCUPANCY STANDARDS AND LEASES

C-1. Numbers. A Unit may be occupied by no more than the number of occupants as allowed by local authorities, unless higher occupancy is mandated by public agencies that enforce governmental policy.

C-2. Danger. The Association may prohibit occupancy by a person who constitutes a direct threat to the health or safety of other persons, or whose occupancy would result in substantial physical damage to the property of others, pursuant to the Fair Housing Act.

C-3. Pets. Pets may be kept in Units, subject to local rules and regulations and rules adopted by the Members. Each Owner shall be responsible for picking up any and all animal excrement from his or her Unit. Additionally, all indoor spaces inhabited by animals shall be maintained so as to assure that no odors cause annoyance to the neighboring Owners.

C-4. Lease Conditions. Each Owner and tenant is subject to and must comply with all provisions of the Documents, federal and state laws, and local ordinances. Units may be leased or rented for a "short-term", "corporate", "vacation", "weekend", or other similar purpose or lease scenarios. All leases must be in writing and the name of the occupants must be listed on the lease, except when leased for a "short-term", "corporate", "vacation", "weekend", or other similar purpose or lease scenarios.

D. GENERAL USE AND MAINTENANCE OF UNIT

D-1. Residential Use. Each Unit must be used solely for residential use and may not be used for commercial or business purposes. This restriction shall not prohibit a resident from leasing his or her Unit as allowed herein, using his or her Unit for personal business or professional pursuits, provided that: (i) such use is incidental to the Unit's residential use; (ii) such use conforms to all applicable laws and ordinances; (iii) there is no external evidence of such use; and (iv) such use does not entail excessive visits to the Unit by the public, employees, suppliers, or clients.

D-2. Noise and Illegal Activity. No Unit may be used in any way that: (i) may endanger the health or safety of other residents; or (ii) may violate any law or any provision of the Documents. No unsafe, noxious, offensive, or illegal activity, noise or odor is permitted on the Property.

D-3. Outside Areas. Each Owner or resident shall keep his or her Unit and outside areas in a good state of cleanliness. A patio may not be used for storage purposes, without the prior written consent of the other Owner(s).

D-4. Waste Disposal. No rubbish, trash or garbage or other waste materials shall be kept or permitted upon any Unit or the Property, except in sanitary containers located in designated or appropriate areas. Each Owner or resident must store any and all garbage, recycling and compost bins in a manner, which is least visible from the street and/or the other Unit. Each Owner or resident shall use reasonable efforts to not place any garbage or recycling bins on the street for pick-up prior to 12:00 p.m. on the day prior to the waste disposal pick-up day. Each Owner or resident shall use reasonable efforts to remove from the street and properly store all garbage, recycling and compost bins as soon as possible after waste disposal pick-up, but no later than 12:00 p.m. on the day following the waste disposal pick-up day.

D-5. Glass. Each Owner, at his sole cost and expense, shall promptly repair and replace any broken or cracked glass in his or her Unit's windows and doors.

D-6. Hazardous Waste or Materials. Nothing shall be done or kept in any Unit or in the Property that will increase the rate of insurance on a Unit or the Property. No Owner shall permit anything to be done or kept in the Owner's Unit or in the Property that will result in the cancellation of insurance on any Unit or any part of the Property, nor that would be in violation of any law. No waste shall be permitted in the Property. No gasoline, kerosene, cleaning solvents, or other flammable liquids shall be stored in the Property or in any Unit, provided, however, that reasonable amounts in suitable containers may be stored in storage spaces.

All toxic and hazardous waste products shall be properly disposed of in compliance with applicable law with respect thereto. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, anti-freeze, solvents, paints, paint thinners, wood preservatives and other such fluids shall not be discharged into any public street or any storm drain or storm-water conveyance system within the Property. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers and other such chemical treatments shall meet Federal, State, and City requirements as prescribed in their respective containers. An offending Owner shall indemnify, defend and hold harmless the City and any other Owner, including Declarant, and any other Owner's respective tenants, guests and invitees, from all damages, losses, causes of action, liabilities, costs and expenses, including remedial costs and attorneys' fees incurred or sustained in connection with any damage, or damage resulting from such hazardous materials kept, maintained or released in the Property.

D-7. Garage/Yard Sale. No garage and/or yard sales are permitted, without the prior written consent of the other Owner(s), with the exception of one (1) such sale per year per Unit.

D-8. Outside Furniture. No furniture of a kind typically used as inside furniture (including but not limited to inside sofas, inside reclining chairs, futons, etc.) shall be used or stored outside of a Unit, including outside areas such as patios or decks. Outdoor furniture designed to look like interior sofas and sold as outside furniture shall be specifically allowed.

D-9. Lawn Equipment. All lawn equipment and machinery (including but not limited to lawn mowers, edging machines, shovels, etc.) shall be stored so that such equipment or machinery is not reasonably visible from the street.

D-10. Clotheslines. No clotheslines of any kind may be used in any Unit, unless such clotheslines are not reasonably visible from the street.

D-11. Fires and Outdoor Cooking. There shall be no exterior fires, except those customary for outdoor cooking, or contained in a structure customary for heating outdoor areas. Residential barbecue pits, hibachis or other cooking appliances using charcoal, wood or gas as a fuel cannot be used near combustible materials or closer than five feet to any portion of a combustible building.

D-12. Compost. No lumber, grass, shrub or tree clippings, plant waste, materials, bulk material, scrap, refuse or trash shall be stored or allowed to accumulate on any portion of the Unit, except within an enclosed structure appropriately screened from view.

E. VEHICLE RESTRICTIONS

E-1. Vehicle Parking. No Owner shall park, store, or keep any automobile or other motor vehicle in his or her Unit except in driveways designated for the Owner by the Documents, and no inoperable vehicle shall be stored anywhere on the Property. Boats, water vehicles (such as jet skis), campers, trucks larger than standard size (1/2 ton), trailers, other recreational vehicles, motorcycles, motorbikes, motor scooters or other similar vehicles may be parked only in areas intended to serve that purpose.

E-2. No Obstruction. No vehicle may be parked in a manner that interferes with ready access to any entrance to or exit from the Property. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on the Property. No vehicle may be parked, even temporarily, in another Unit, without the consent of the other Unit Owners.

F. MISCELLANEOUS

F-1. Revision. These Rules are subject to being revised, replaced, or supplemented by a Majority vote.


F-2. Other Rights. These Rules are in addition to, and shall in no way whatsoever detract from, the rights of the Association under the Declaration, Bylaws, Certificate of Formation, and the laws of the State of Texas.

F-3. Effective Date. These Rules are the Rules and Regulations of Ceberry & Summit Condominium Association and shall become effective March 24, 2022.

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete, and correct copy of the Rules of the Ceberry & Summit Condominium Association, a Texas nonprofit corporation and condominium association, as adopted by the Members.

APPROVED BY MEMBER:



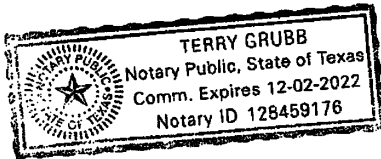
Holly Pyle

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF Travis

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





Notary in and for the State of Texas