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STATE OF TEXAS §

COUNTY OF WILLIAMSON §

AMENDMENT OF RULES AND REGULATIONS
OF
GEORGETOWN CROSSING HOMEOWNER'S ASSOCIATION, INC.
(Regarding Flags, Solar Devices, Rain Barrels, Religious Displays, Record Production and Retention, Payment Plans, Voting, Transfer Fees, Email Addresses, Fines and Enforcement)

Document reference. Reference is hereby made to that certain Declaration of Covenants, Conditions, and Restrictions Georgetown Crossing, filed as Document No. 2001027534 in the Official Public Records of Williamson County, Texas (together with all amendments and supplemental documents thereto, the "**Declaration**").

Reference is further made to the Resolutions of the Board of Directors Adopting Rules for Georgetown Crossing Homeowners Association, Inc., filed as Document No. 2004057484 in the Official Public Records of Williamson County, Texas (together with any amendments or supplements, the "**Rules**").

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of Georgetown Crossing Homeowner's Association, Inc. (the "**Association**");

WHEREAS the Association, acting through its board of directors (the "**Board**"), is authorized to adopt and amend rules and regulations governing the property subject to the Declaration and the operations of the Association pursuant to Section 5.4(a) of the Declaration, Section 3.19(f) of the Bylaws, and/or State law, and has previously adopted the Rules, including those rules attached as Exhibit "A"; and

WHEREAS the Board has voted to adopt the additional Rules attached as Exhibit "B" to supplement the previously-adopted Rules, and the Board has voted to adopt the fine and enforcement rules attached as Exhibit "C" to supersede and replace all previous fine, violation, and enforcement policies;

THEREFORE the additional Rules attached as Exhibits "B" and "C" have been, and by these presents are, ADOPTED and APPROVED.

Subject solely to the amendments contained in Exhibit "B" and "C", the Rules remain in full force and effect.

GEORGETOWN CROSSING HOMEOWNER'S ASSOCIATION, INC.
Acting by and through its Board of Directors

Signature: Donna Spector
Printed Name: DONNA SPECTOR
Title: President

Exhibit "A": Previously-adopted Rules
Exhibit "B": Additional Rules
Exhibit "C": Fine and Enforcement Rules

(Notary Block on Following Page)

Acknowledgement

STATE OF TEXAS §

COUNTY OF McLennan §

This instrument was executed before me on the 19 day of January, 20 12, by Donna Spicer in the capacity stated above.

Darla Gene Roberts
Notary Public, State of Texas

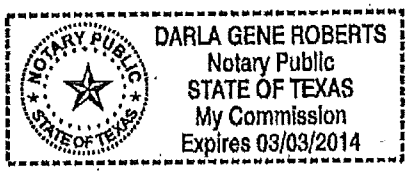


EXHIBIT "A"

Landscaping and Neighborhood Appearance Rules

Rules and Regulations:

The following standards must be maintained at all times on every portion of the property that can be observed from the roadway or curb line.

Landscaping:

1. Lawn growth shall not exceed seven (7) inches as measured from the base at the ground grade.

2. There shall be no noticeable excursions of grass or weeds exceeding twelve (12) inches in height from the base even if the lawn is generally maintained less than seven (7) inches in height.

3. There shall not be any lawn growth extending from the lawn into and/or onto the driveway, sidewalk, or curb exceed three (3) inches anywhere. This includes any grass or weeds between cracks of a sidewalk or driveway.

4. All landscape must be maintained in a living condition and neat appearance. This includes grass, shrubs, and trees. If a section of grass on the lawn dies, and there is no expectation of it being able to recover within 30 days, the dead area would need to be replaced. If a shrub or tree dies, and there is no expectation of it being able to recover, than the shrub or tree must be removed. If a shrub dies, and the owner does not wish to replace the shrub, it is suggested that the area where the shrub is removed be landscaped in such a manner that creates a pleasant appearance as seen or observed from the roadway or curb line. The replacement of a dead shrub should occur within 30 days. Please note that the Georgetown Crossing Subdivision Covenant states, "All front yards MUST have a minimum of one (1) tree planted." If the tree dies, and there is no expectation that it will recover, the tree must be replaced by the homeowner within 30 days.

To maintain these standards, the following general expectations are that the homeowner would regularly:

- Mow
- Edge
- Trim, including side yards, and around all visible sides of the home.
- Remove grass and /or weeds growing between cracks in the sidewalk or driveway
- Weed – yard and landscaped areas. The yard should be maintained so that it is weed-free.

- Water regularly to keep the landscaping healthy.

In addition to the above rule, all back yards shall be maintained to ensure water easement drainage, and for the health and safety of the community. Back yards will not be regularly monitored for violations; however, the inspection of the back yard, and possible issuance of a violation letter, could be performed if the Landscaping Committee or Homeowner's Board receives a complaint that warrants such action.

Neighborhood Rules:

1. At no time shall any vehicle, recreational vehicle, trailer, boat, or any similar type of property be allowed to be parked or stored on the yard. All recreational vehicles, trailers, boats or similar type of property must be stored in the garage or at an off-site location. These types of property can be parked in the driveway (or on the public roadway in such a manner as to not obstruct vehicular traffic) for no more than 3 days at a time (and no more than 12 days per month), an extension can be requested through Alliance Management Association by the homeowner on a case-by-case basis.

2. Storage of Garbage Cans: Cans should be stored either inside the garage of the residence, behind the privacy fence, or in the driveway by the garage door. Cans should be placed at the curb no earlier than 1 day prior to garbage pick-up and returned to the place of storage no later than the morning after the garbage pick-up.

3. Residential Front Doors shall be maintained at all times. At no time will a front door be allowed to be weathered without being maintained. All front doors shall be painted or stained in such a manner as to give a pleasant appearance to the residence and/or the community. If a homeowner plans to change the color of the front door, or the front door itself, the homeowner must first seek approval from the Architectural Control Committee.

4. All fencing shall be maintained in good order. At no time should the fencing be loose or removed, and broken pickets should be replaced in a timely manner. The cost to maintain the fencing is the responsibility of the individual homeowner. If a shared fence is in need of replacement, the homeowner's should work together in sharing the cost of the repair.

5. The property shall be clear of debris (pallets, wood, stone, tiles, empty planting containers etc), there will be no storage of the items in plain view from the public roadway or curb line.

6. Decorating for holidays and special events is highly encouraged, however, the decorations should not remain up longer than the following timelines:

- Christmas: Decorations should be in place no sooner than Thanksgiving Day and removed no later than 10 days after Christmas Day or January 5th of the following year.
- Birthdays, anniversaries, and other personal events: Decorations should be in place no sooner than 24 hours prior to the event and removed within 72 hours after the event.
- Valentines Day, Easter, Fourth of July, Halloween, and Thanksgiving: Decorations should be in place no sooner than 3 weeks (21 days) prior to the holiday, and removed within 1 week (7 days) after the holiday.

7. The front entryway to the home should not be used as a storage area. Items that are not decorative in nature should be stored in the back yard or inside the garage. These items include: ice chests/coolers, mops/buckets/brooms, extension cords, baby strollers, etc.

EXHIBIT "B"

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SECTION I. FLAGS

1. General. An Owner may display flags only on his or her Lot and only in compliance with this Section. An Owner may not display flags on the Common Areas, or on any other lands owned or maintained by the Association, for any reason or at any time. An Owner may have one flagpole, or one residence-mounted flag mount, but not both.

2. Prior Approval Required. All flagpoles, flag mounts, and related installations (e.g., flag lighting) must be approved in advance by the Association's Architectural Control Committee (the "ACC"). An Owner desiring to display a permitted flag must submit plans to the ACC for each installation, detailing the dimensions, type, location, materials, and style/appearance of the flagpole, flag mount(s), lighting and related installations. The Association's ACC shall have the sole discretion of determining whether such items and installations comply with this Section, subject to any appeal rights that may exist elsewhere in the Association's governing documents or under State law.

3. Additional Requirements Related to Flags.
   a. Flags must be displayed on an approved flag mount or flagpole. Flags may not be displayed in any other manner.
   b. No more than one flag at a time may be displayed on a flag mount. No more than two flags at time may be displayed on a flagpole.
   c. Flags on flagpoles must be hoisted, flown, and lowered in a respectful manner.
   d. Flags must never be flown upside down and must never touch the ground.
   e. No mark, sign, insignia, design, or advertising of any kind may be added to a flag.
   f. If both the U.S. and Texas flags are displayed on a flagpole, they must be of approximately equal size.
   g. If the U.S. and Texas flags are flown on one pole, the U.S. flag must be the highest flag flown and the Texas flag the second highest.
   h. Only all-weather flags may be displayed during inclement weather.
   i. Flags must be no larger than 3'x5' in size.
   j. Flags may not contain commercial material, advertising, or any symbol or language that may be offensive to the ordinary person.
   k. A pennant, banner, plaque, sign or other item that contains a rendition of a flag does not qualify as a flag under this Section.

4. Materials and Appearance of Flag Mounts and Flagpoles. A flag mount attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials (per the discretion of the ACC) used in the construction of the mount or flagpole and harmonious with the dwelling.

5. Additional Requirements for Flagpoles. The following additional requirements shall apply to flagpoles installed on Lots:
   a. No more than one flagpole may be installed on a Lot;
   b. The flagpole must be free-standing and installed vertically;
   c. The flagpole must be no greater than 20 feet in height measured from grade level;
   d. The location and construction of the flagpole must comply with applicable zoning ordinances, may not be located in any easements (including drainage easements), and comply with all setback requirements;
   e. Unless otherwise approved by the ACC, the location of the pole must be within 10 feet of one of the side-most building lines of the home, and within 10 feet of the front most building line of the home. The ACC may require the pole to be installed on a particular side or otherwise require a particular location;
   f. No trees may be removed for pole installation; and
   g. An Owner must ensure that external halyards (hoisting ropes) used in combination with a flagpole do not create an unreasonable amount of noise.

6. Lighting of Flag Displays. Any lights installed for the purpose of illuminating a flag must be pre-approved by the Association. Such light installations must be of a reasonable size and intensity and placed in a reasonable location, for the purpose of ensuring that the lights do not unreasonably disturb or distract other individuals. All flag illumination lighting must be specifically dedicated to that purpose. No other lighting, whether located inside or outside of the residence, may be directed toward a displayed flag for purposes of illuminating the flag (e.g., security flood or spot lights may not be oriented toward a displayed flag).

7. Maintenance. An Owner is responsible for ensuring that a displayed flag, flagpole, flag mount(s), lighting and related installations are maintained in good and attractive condition at all time at the Owner's expense. Any flag, flagpole, flag mount, light, or related installation or item that is in a deteriorated or unsafe condition must be repaired, replaced, or removed promptly upon the discovery of its condition.

SECTION II. SOLAR ENERGY DEVICES

1. Conflict with Other Provisions. Per state law, this Section controls over any provision in any other Association governing document to the contrary.

2. Prior Approval Required. **An Owner may install solar energy devices only on property solely owned and solely maintained by the Owner, and only in accordance with the restrictions provided herein.** Owners may not install solar energy devices except in accordance with the restrictions provided herein. Prior to installation of any solar energy device, the Owner must submit plans for the device and all appurtenances thereto to the ACC. The plans must provide an as-built rendering, and detail the location, size, materials, and color of all solar devices, and provide calculations of the estimated energy production of the proposed devices.

3. Definition. In this section, "solar energy device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. All solar devices not meeting this definition are prohibited.

4. Prohibited Devices. Owners may not install solar energy devices that:
   a. threaten the public health or safety;

b. violate a law;
c. are located on property owned by the Association;
d. are located in an area owned in common by the members of the Association;
e. are located in an area on the property Owner's property other than:
    i. on the roof of the home (or of another structure on the Owner's lot allowed under the Association's governing documents); or
    ii. in a fenced yard or patio owned and maintained by the Owner;
f. are installed in a manner that voids material warranties;
g. are installed without prior approval by the ACC; or
h. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. *This determination may be made at any time, and the ACC may require removal of any device in violation of this or any other requirement.*

5. Limitations on Roof-Mounted Devices. If the device is mounted on the roof of the home, it must:
    a. extend no higher than or beyond the roofline;
    b. be located only on the back of the home – the side of the roof opposite the street. The ACC may grant a variance in accordance with state law if the alternate location is substantially more efficient[1];
    c. conform to the slope of the roof, and have all top edges parallel to the roofline; and
    d. not have a frame, a support bracket, or visible piping or wiring that is any color other than silver, bronze, or black tone commonly available in the marketplace.

6. Limitations on Devices in a Fenced Yard or Patio. If the device is located in a fenced yard or patio, it may not be taller than the fence line.

7. Solar shingles. Any solar shingles must:
    a. Be designed primarily to:
        i. be wind and hail resistant;
        ii. provide heating/cooling efficiencies greater than those provided by customary composite shingles; or
        iii. provide solar generation capabilities; and
    b. When installed:
        i. resemble the shingles used or otherwise authorized for use on property in the subdivision;
        ii. be more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use on property in the subdivision; and
        iii. match the aesthetics of the property surrounding the Owner's property.

SECTION III. RAIN BARRELS AND RAINWATER HARVESTING SYSTEMS

1. Pre Approval Required. Owners may install rain barrels or rainwater harvesting systems only with pre-approval from the Association, and only in accordance with the restrictions described in this Section.

2. Prohibited Locations. Owners are prohibited from installing rain barrels or rainwater harvesting systems, **or any part thereof,** in the following locations:
    a. on property owned by the Association;

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[1] If an alternate location increases the estimated annual energy production of the device more than 10 percent above the energy production of the device if located on the back of the home, the Association will authorize an alternate location in accordance with these rules and state law. It is the Owner's responsibility to determine and provide sufficient evidence to the ACC of all energy production calculations. All calculations must be performed by an industry professional.

b. on property owned in common by the members of the Association; or
c. on property between the front of the Owner's home and an adjoining or adjacent street.

3. Pre-Approval Required for All Rain Barrels or Rainwater Harvesting Systems. Prior to any installation of any rain barrel or rain harvesting system (or any part thereof), prior written permission must be received from the ACC.

   Owners wishing to install such systems must submit plans showing the proposed location, color(s), material(s), shielding, dimensions of the proposed improvements, and whether any part of the proposed improvements will be visible from the street, another lot, or a common area (and if so, what part(s) will be visible). The location information must provide information as to how far (in feet and inches) the improvement(s) will be from the side, front, and back property line of the Owner's property.

4. Color and Other Appearance Restrictions. Owners are prohibited from installing rain barrels or rainwater harvesting systems that:
   a. are of a color other than a color consistent with the color scheme of the Owner's home;
   b. display any language or other content that is not typically displayed by such a barrel or system as it is manufactured; or
   c. are not constructed in accordance with plans approved by the Association.

5. Additional Restrictions if Installed in Side Yard or Improvements are Visible. If any part of the improvement is installed in a side yard, or will be visible from the street, another lot, or common area, the Association may impose restrictions on the size, type, materials, and shielding of, the improvement(s) (through denial of plans or conditional approval of plans).

SECTION IV. RELIGIOUS DISPLAYS

1. General. State statute allows owners to display certain religious items in the owner's entry, and further allows the association to impose certain limitations on such entry displays. The following rule outlines the limitations on religious displays in an owner's entry area. Notwithstanding any other language in the governing documents to the contrary, residents may display on the entry door or doorframe of the resident's dwelling one or more religious items, subject to the restrictions outlined in paragraph (2) below. Allowed religious displays are limited to displays motivated by the resident's sincere religious belief.

2. Prohibited Items. No religious item(s) displayed in an entry area may:
   a. threaten the public health or safety;
   b. violate a law;
   c. contain language, graphics, or any display that is patently offensive to a passerby;
   d. be located anywhere other than the main entry door or main entry door frame of the dwelling;
   e. extend past the outer edge of the door frame of the door; or
   f. have a total size (individually or in combination) of greater than 25 square inches.

3. Remedies for Violation of this Section. Per state statute, if a religious item(s) is displayed in violation of this Section, the Association may remove the offending item without prior notice. This remedy is in addition to any other remedies the Association may have under its other governing documents or State law.

4. Seasonal Religious Holiday Decorations. This rule will not be interpreted to apply to otherwise-permitted temporary seasonal religious holiday decorations such as Christmas lighting or Christmas wreaths. The Board has the sole discretion to determine what items qualify as Seasonal Religious Holiday Decorations and may impose time limits and other restrictions on the display of

such decorations. Seasonal Religious Holiday Decorations must comply with all other provisions of the governing documents, but are not subject to this Section.

5. Other displays. Non-religious displays in the entry area to an owner's dwelling and all displays (religious or otherwise) outside of the entry area to an owner's dwelling are governed by other applicable governing document provisions.

SECTION V. RECORD PRODUCTION

1. Effective Date. Notwithstanding any language to the contrary and regardless of date of adoption of these rules, the effective date of this Section is January 1, 2012.

2. Conflict with Other Provisions. Per state law, this Section controls over any provision in any other Association governing document to the contrary to the extent of any conflict.

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

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

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

6. Charges. Per state law, the Association may charge for time spent compiling and producing all records, and may charge for copy costs if copies are requested. Those charges will be the maximum amount then-allowed by law under the Texas Administrative Code. The Association may require advance payment of actual or estimated costs. As of July, 2011, a summary of the maximum permitted charges for common items are:
   a. Paper copies - 10¢ per page
   b. CD - $1 per disc
   c. DVD - $3 per disc
   d. Labor charge for requests of more than 50 pages - $15 per hour
   e. Overhead charge for requests of more than 50 pages - 20% of the labor charge
   f. Labor and overhead may be charged for requests for fewer than 50 pages if the records are kept in a remote location and must be retrieved from it

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

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

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

SECTION VI. RECORD RETENTION

1. Effective Date. Notwithstanding any language to the contrary and regardless of the date of adoption of these rules, the effective date of this Section relating to record retention is January 1, 2012.

2. Conflict with Other Provisions. Per state law, this Section relating to record retention controls over any provision in any other Association governing document to the contrary to the extent of any conflict.

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

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

SECTION VII. PAYMENT PLANS

1. Effective date. Notwithstanding any language to the contrary and regardless of date of adoption of these rules, the effective date of this Section relating to payment plans is January 1, 2012.

2. Eligibility for Payment Plan.

Standard payment plans. An Owner is eligible for a Standard Payment Plan (*see* Rule (3) below) *only* if:

a. The Owner has not defaulted under a prior payment plan with the Association in the prior 24-month period;

b. The Owner requests a payment plan no later than 30 days after the Association sends notice to the Owner via certified mail, return receipt requested under Property Code §209.0064 (notifying the owner of the amount due, providing 30 days for payment, and describing the options for curing the delinquency). Owner is responsible for confirming that the Association has received the Owner's request for a payment plan within this 30-day period. It is recommended that requests be in writing; and

c. The Association receives the executed Standard Payment Plan and the first payment within 15 days of the Standard Payment Plan being sent via email, fax, mail, or hand delivered to the Owner.

Other payment plans. An Owner who is not eligible for a Standard Payment Plan may still request that the Association's Board grant the Owner an alternate payment plan. Any such request must be directed to the person or entity currently handing the collection of the debt (i.e., the property manager or Association's attorney). The decision to grant or deny an alternate payment plan, and the terms and conditions for any such plan, will be at the sole discretion of the Association's Board.

3. Standard Payment Plans. The terms and conditions for a Standard Payment Plan are:

   a. *Term*. Standard Payment Plans are for a term of 6 months. (See also paragraph 6 for Board discretion involving term lengths.)

   b. *Payments*. Payments will be made at least monthly and will be roughly equal in amount or have a larger initial payment (small initial payments with a large balloon payment at the end of the term are not allowed). Payments must be received by the Association at the designated address by the required dates and may not be rejected, returned or denied by the Owner's bank for any reason (i.e., check returned NSF). The association may require ACH (auto debit) payments under any plan.

   c. *Assessments and other amounts coming due during plan*. The Owner will keep current on all additional assessments and other charges posted to the Owner's account during the term of the payment plan, which amounts may but need not be included in calculating the payments due under the plan.

   d. *Additional charges*. The Owner is responsible for reasonable charges related to negotiating, preparing and administering the payment plan, and for interest at the rate of ten percent (10%) per annum, all of which shall be included in calculating the total amount due under the plan and the amount of the related payments. The Owner will not be charged late fees or other charges related to the delinquency during the time the owner is complying with all terms of a payment plan.

   e. *Contact information*. The Owner will provide relevant contact information and keep same updated.

   f. *Additional conditions*. The Owner will comply with such additional conditions under the plan as the Board may establish.

   g. *Default*. The Owner will be in default under the plan if the Owner fails to comply with any requirements of these rules or the payment plan agreement.

4. Account Sent to an Attorney/Agent for Formal Collections. An Owner does not have the right to a Standard Payment Plan after the 30-day timeframe referenced in paragraph 2(b). Once an account is sent to an attorney or agent for collection, the delinquent Owner must communicate with that attorney or agent to arrange for payment of the debt. The decision to grant or deny the Owner an alternate payment plan, and the terms and conditions of any such plan, is solely at the discretion of the Board.

5. Default. If the Owner defaults under any payment plan, the Association may proceed with any collection activity authorized under the governing documents or state law without further notice. If the Association elects to provide notice of default, the Owner will be responsible for all fees and costs associated with the drafting and sending of such notice. All late fees and other charges that otherwise would have been posted to the Owner's account may also be assessed to the Owner's account in the event of a default.

Any payments received during a time an Owner is in default under any payment plan may be applied to out-of-pocket costs (including attorneys fees for administering the plan), administrative and late fees, assessments, and fines (if any), in any order determined by the Association, except that fines will not be given priority over any other amount owed but may be satisfied proportionately (e.g. a $100 payment may be applied proportionately to all amounts owed, in proportion to the amount owed relative to other amounts owed).

6. Board Discretion. The Association's Board may vary the obligations imposed on Owners under these rules on a case-by-case basis, including curtailing or lengthening the payment plan terms (so long as the plan is between 3 and 18 months), as it may deem appropriate and reasonable. The term length set forth in paragraph 3 shall be the default term length absent board action setting a different term length. No such action shall be construed as a general abandonment or waiver of these rules, nor vest rights in any other Owner to receive a payment plan at variance with the requirements set forth in these rules.

7. Legal Compliance. These payment plan rules are intended to comply with the relevant requirements established under Texas Property Code §209. In case of ambiguity, uncertainty, or conflict, these rules shall be interpreted in a manner consistent with all such legal requirements.

SECTION VIII. VOTING

1. Form of Proxy or Ballot. The Board may dictate the form for all proxies, ballots, or other voting instruments or vehicles. No form other than the form put forth by the Board will be accepted.

2. Deadline for Return of Voting Paperwork. The Board may establish a deadline, which may be communicated on the proxy form, absentee ballot, or otherwise communicated to the membership, for return of electronic ballots, absentee ballots, proxies, or other votes.

SECTION IX. TRANSFER FEES

1. Transfer Fees. In addition to fees for issuance of a resale certificate and any updates or re-issuance of the resale certificate, transfer fees are due upon the sale of any property in accordance with the then-current fee schedule, including any fee charged by the Association's managing agent. It is the owner/seller's responsibility to determine the then-current fees. Transfer fees not paid at or before closing are the responsibility of the purchasing owner and will be assessed to the owner's account accordingly. The Association may require payment in advance for issuance of any resale certificate or other transfer-related documentation.

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

2. All transfer fees shall be collectible in the same manner as assessments, including lien and other assessment collection rights, to the maximum extent allowed by law. Fees may include working capital or reserve funding fees, resale certificate fees, resale certificate update fees, rush fees, and other such fees.

SECTION X. EMAIL ADDRESSES

1. Email Addresses. An Owner is required to keep a current email address on file with the Association if the Owner desires to receive email communications from the Association. Failure to supply an email address to the Association or to update the address in a manner required by these rules may result in an Owner not receiving Association emails. The Association has no duty to request an updated address from an Owner, in response to returned email or otherwise. The Association may require Owners to sign up for a group email, email list serve or other such email subscription service in order to receive Association emails.

2. Updating Email Addresses. An Owner is required to notify the Association when email addresses change. Such notice must be in writing and delivered to the Association's managing agent by fax, mail, or email. In the alternative, or in lieu of this in the Association's discretion, if available, an Owner must update his email address through the Association's website, list server, or other vehicle as directed by the Association. Any notice of email change provided to the Association's manager must be for the sole purpose of requesting an update to the Owner's email address. For example, merely sending an email from a new email address, or including an email address in a communication sent for any other purpose other than providing notice of a new email address, does not constitute a request to change or add the Owner's email in the records of the Association.

SECTION XI. WEBSITE

In the event the Association or management company on behalf of the Association maintains a publicly accessible website, all dedicatory instruments relating to the Association and filed in the county deed records will be available on the website. The Association or its management company have no duty to maintain an Association website or to make it publicly available. At the time this rule was adopted, the website for the Association is www.gtxhoa.org.

EXHIBIT "C"

Georgetown Crossing Fine and Enforcement Policy

1. Background. The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration, Bylaws and any rules and regulations of the Association (collectively, the "**Master Restrictions**").

   The Board hereby adopts this Fine and Enforcement Policy, which supersedes any previous Fine and Enforcement Policy, to establish equitable policies and procedures for the levy of fines within the Association in compliance with Chapter 209 of the Texas Property Code, titled the "Texas Residential Property Owners Protection Act," as it may be amended (the "**Act**"). To the extent any provision within this policy is in conflict with the Act or any other applicable law, such provision shall be modified to comply with the applicable law.

   Words and phrases used in this policy have the same meanings given to them by the Declaration.

Users of this policy should periodically review statutes and court rulings that may modify or nullify provisions of this policy or its enforcement, or may create rights or duties not anticipated by this policy.

2. Policy. The Association uses fines to discourage violations of the Master Restrictions, and to encourage compliance when a violation occurs – not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Master Restrictions. The Association's use of fines does not interfere with its exercise of other rights and remedies for the same violation; exercise of fining power is not an exclusive remedy.

3. Owner's Liability. An owner is liable for fines levied by the Association for violations of the Master Restrictions by the owner and the tenants, relatives, guests, employees, and agents of the owners, tenants, and residents. Regardless of who performs the violation, the Association will direct its communications to the owner.

4. Violation Notice. Before levying a fine, the Association will give the owner a written violation notice by certified mail, return receipt requested ("**CMRRR**"), and an opportunity to be heard (in accordance with state law and Section 3.23 of the Bylaws). Per the Bylaws, the following procedure will be followed:

   (1) written demand to remedy the violation will be given, requesting cure of the violation and giving at least 10 days to cure without further sanction (if a violation is a continuing one) or a statement that any further violation may result in a sanction (if the violation is not continuing).
   (2) if the violation is not cured by the cure period (or if a subsequent violation re-occurs), certified mail, return receipt requested notice shall be provided in accordance with Texas Property Code Ch. 209. The notice must provide the owner 30 days to request a hearing before the board. If the hearing is to be before a covenants

committee, the notice will state that any decision may be appealed to the board by written notice to the board.[2]

5. Violation Hearing. To request a hearing under paragraph 4(2), the owner must submit a written request to the Association's manager (or the Association's board of directors if there is no manager) within 30 days of the date of the notice. The Association will notify the owner of the date, time, and place of the hearing no later than the 10th day before the date of the hearing, and the Association will hold the hearing no later than the 30th day after the date the Board receives the owner's request for hearing, unless mutually agreed otherwise. Pending the hearing, the Association may continue to exercise its other rights and remedies for the violation, as if the declared violation were valid. The owner's request for a hearing suspends only the levy of a fine. The hearing will be held in a closed or executive session of the Board (however, this is not necessary if only the violator, the board members, and the manager and/or association attorney are present). At the hearing, the Board will consider the facts and circumstances surrounding the violation. The owner may attend the hearing in person, or may be represented by another person or written communication.

6. Levy of Fine. Unless otherwise determined after a hearing as described herein, for a new violation, a fine may be levied at the end of the thirty-day period described in the letter, or the day after the hearing date, whichever is later. For a repeat violation, a fine may levy immediately, regardless of whether a hearing is requested.

7. Amount. The Association may set the fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association may establish a schedule of fines for certain types of violations.

   The Board has adopted the following general schedule of fines. The Board reserves the right to vary fine amounts and notices sent (including the number of notices) on a case by case basis. Absent board agreement otherwise, the following shall be the fine schedule:

General Schedule of Fines

Courtesy notice	(Optional)
1st Notice, CMRRR	Warning of fine
2nd Notice, if uncured	$25
3rd notice, if uncured	$50
4th notice, if uncured	$100
Subsequent notices	$100

8. Type of Levy. If the violation is ongoing or continuous, the fine may be levied on a periodic basis (such as daily, monthly, or quarterly). If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis.

9. Amendment of Policy. This policy may be revoked or amended from time to time by the Board.

10. Delegation of Enforcement Action; Attorneys fees. The managing agent is hereby granted authority to, unless otherwise expressly directed by the Board, utilize the standard notice

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[2] the language of the bylaws requiring that a hearing date be communicated to the owner in this mailing has been superseded by state statute requiring notice that the owner has 30 days to request a hearing.

procedure outlined above, including levying fines, for all noted violations of the governing documents. Owners may be held liable for all attorneys fees and other enforcement costs.

After recording, please return to:
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