

**Rusty Allen Airport Property Owners Association
Board of Directors Meeting May 3, 2000, 6:00 p.m.
Offices of Coltharp Engineering Associates, Inc.
8733 Shoal Creek Boulevard in Austin, Texas**

**Proposed Amendment to the By-Laws of the
Rusty Allen Airport Property Owners Association
To Change Article X Assessments Section 1. Basis of Maintenance Fees**

FROM:

Section 1. Basis of Maintenance Fees. The fee shall initially be established at \$ 120.00 per Annum, per Lot and Outparcel, and operational aircraft owned by lot or outparcel owners in excess of one per lot or outparcel, payable in advance. From and after April 1, 1994, the fee may be increased or decreased as hereinafter provided. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual fee at a different amount. As more fully provided in the Declaration, each member is obligated to pay to the Association maintenance fees and special assessments as established in the Declaration, which are secured by a continuing lien upon the property against which the maintenance fee and assessment is made. Any fee or assessments which are not paid when due shall be delinquent. If not paid within thirty (30) days after the due date, the delinquent amount shall bear interest from the date of delinquency at the rate of ten percent (10%) per Annum, and the Association may bring action at law against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount due. No Owner may waive or otherwise escape liability for the fees or assessments provided for herein by nonuse of the Common Area or abandonment of his Lot or Outparcel.

TO:

Section 1. Basis of Maintenance Fees. As of the date of the adoption of this amendment, the fee shall be established at \$ 150.00 per Annum, per Lot and Outparcel, and operational aircraft not owned by the property Owner, payable in advance. The fee may be increased or decreased as hereinafter provided. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual fee at a different amount. As more fully provided in the Declaration, each member is obligated to pay to the Association maintenance fees and special assessments as established in the Declaration, which are secured by a continuing lien upon the property against which the maintenance fee and assessment is made. Any fee or assessments which are not paid when due shall be delinquent. If not paid within thirty (30) days after the due date, the delinquent amount shall bear interest from the date of delinquency at the rate of ten percent (10%) per Annum, and the Association may bring action at law against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount due. No Owner may waive or otherwise escape liability for the fees or assessments provided for herein by nonuse of the Common Area or abandonment of his Lot or Outparcel.

Aircraft located at the airport for maintenance purposes for a period not to exceed ninety (90) days shall not be assessed a fee. If not airworthy in appearance, such aircraft shall not be stored in public view.

The classification of aircraft as to "property owner", "non-property owner", "airworthy in appearance", or "based for maintenance purposes" shall be made by the Board of Directors. Initial fee payments will be prorated to the first of the next year.