



Control Number: 46923



Item Number: 29

Addendum StartPage: 0

**DOCKET NO. 46923
SOAH DOCKET NO. 473-17-5770.WS**

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FILED
CLERK

APPLICATION OF WOLFE	§	PUBLIC UTILITY COMMISSION
AIRPARK CIVIC CLUB, INC. TO	§	
OBTAIN A WATER	§	OF TEXAS
CERTIFICATE OF	§	
CONVENIENCE AND NECESSITY	§	
IN BRAZORIA COUNTY	§	

APPLICANT'S WRITTEN DIRECT TESTIMONY

Applicant incorporates its pending Motion to Modify and Extend the Procedural Schedule in the submission of this filing of the Direct Written Testimony of John Heitz. However, pending a ruling on this motion, Applicant submits the following sworn testimony. Applicant gives notice that it may request leave to supplement this testimony in response to its pending Request for Information (Production of Documents) and in accordance with the procedural rules of the Texas Administrative Code, Title 16, Part II, Chapter 22. In compliance with the current Procedural Schedule, Applicant submits the following sworn testimony to support its pending application.

**AFFIDAVIT OF JOHN HEITZ IN SUPPORT OF
WOLFE AIRPARK CIVIC CLUB, INC.'S APPLICATION FOR CCN**

STATE OF TEXAS
COUNTY OF BRAZORIA

Before me, the undersigned Notary Public, on this day personally appeared John Heitz, who after being duly sworn, stated under oath as follows:

"I am over 18 years of age, of sound mind, have never been convicted of a felony or a crime involving moral turpitude, am competent to make this affidavit, and have personal knowledge of the facts stated herein.

I am on the board of directors of the Wolfe Airport Civic Club, Inc., and have been since 2009. My wife and I own our home in Wolfe Airpark, as well as a hanger on lot 155.

I am president of the board of directors of the Wolfe Airpark Civic Club, Inc., and have been re-elected president in 2010, 2011, 2012, 2013, 2014, 2015, 2016 and 2017.

I am designated as the operator of the Wolfe Airpark water system with the Texas Commission on Environmental Quality. I am familiar with the current status of the water system for the residential homes and hangars in Wolfe Airpark, and the history of Wolfe Airpark as it relates to this affidavit.

History of the Wolfe Airpark Water System

Formation

Wolfe Airpark Civic Club has been operating this water system since the mid 1980's. The initial operation of the water system was approved by the appropriate regulatory authority, Texas Department of Health (TDH).

Under the numerous regulatory authorities set forth below, the Civic Club has always charged system users a pro rata fee for their portion of expenses incurred in the maintenance and operation of the water system.

Operation and Regulatory History

The system was regulated by the Texas Department of Health at its inception. In 1986, Brazoria County Water Conservation District began to exercise regulatory authority over Wolfe Airpark water system.

The Civic Club's water system operated under the regulatory authority of the Texas Department of Health until 1992, at which time regulation changed to the Texas Water Commission.

The Civic Club's water system operated under the regulatory authority of the Texas Water Commission from 1992 to 1993, at which time regulation changed to the TNRCC. The Civic Club's water system operated under the regulatory authority of the TNRCC from 1993 to 2014 with a name change only from TNRCC to TCEQ on September 1, 2002.

The Civic Club's water system has operated under the joint regulatory authority of the TCEQ, the Texas Public Utility Commission, and the Brazoria County Water Conservation District starting September 1, 2014 and continues today.

The water system has received appropriate permits to operate under the authority of the Brazoria County Water Conservation District each year.

The Application for Certificate of Convenience and Necessity (CCN) (incorporated Exhibit 1) and our supplemental filing (incorporated Exhibit 2) have been determined to be administratively complete by the PUC (see incorporated Exhibit 3).

List of Issues and Applicant's Responses

1. Has Wolfe Air Park given notice consistent with TWC § 13.246 and 16 Texas Administrative Code (TAC) § 24.106?

Pursuant to the direction of PUC Counsel, I delivered notification of the Application as set forth in incorporated Exhibits 1 and 2. My affidavits were filed on August 11, 2017 (see incorporated Exhibit 4). August 21, 2017, Item No. 14, Commission Staff issued its Recommendation on Sufficiency of Notice (see incorporated Exhibit 5).

As a resident of Wolfe Airpark and as President of the Civic Club, I am familiar with the opinions of the residents of Wolfe Airpark. Joe Walker is the only resident that has raised any significant concern or objection to the management and operation of the water system.

Joe Walker filed his initial lawsuit against the original founder in the 1980's and lost that case.

He filed a subsequent lawsuit against the Civic Club in 2003 and that case is still pending. He submitted a Motion for Summary Judgment regarding issues relating to the water system in November 2015 and the Court has not ruled on that pending motion.

From my knowledge of the residents of Wolfe Airpark and the parties served by the water system, the notice that was sent informed all necessary and interested parties about the pending application for CCN.

2. Does Wolfe Air Park's requested water service area overlap with the certificated service area of other entities? If so, what specific areas will overlap? Has Wolfe Air Park received appropriate consent to provide water service within the entities' service boundaries?

I have reviewed the map of the service and there is no overlap with any other water provider. Further, I have conferred with the City Council of Manvel and they do not have any intention to provide water service within the applicant's service boundaries.

3. What modifications, if any, must be made to Wolfe Air Park's requested area to reflect land removed from the requested area because of a qualified landowner's election to exclude some or all of the landowner's property pursuant to TWC §§ 13.2451(b) and 13.246(h) and 16 TAC§ 24.102(h)?

This issue does not apply to Applicant's request for CCN. However, to clarify our intention, the Applicant does not intend to request that any party be removed from the requested service area, and no one has requested that they be removed.

4. Does Wolfe Air Park possess the financial, managerial, and technical capability to provide continuous and adequate water service? TWC § 13.241(a) and 16 TAC§ 24.102(a).

The Civic Club has maintained and operated continuous and adequate water service since the early 1980's.

Historically, the Civic Club charged each connected user a pro rata portion for the expense of the maintenance and operation of the system. The Civic Club has the authority pursuant to the Deed Restriction (see Exhibit 6) and its Amendments (see Exhibit 7) to levy all landowners for expenses to promote the recreation, health, safety and welfare of the residents and for the improvements and maintenance of the common areas. Therefore, if significant, unanticipated expenses become necessary, the Deed Restrictions allow the Civic Club to levy all landowners of the 204 lots a pro rata share of the unanticipated expense to maintain the water system.

In the entire 30 year history of the operation of the water system, the Civic Club has never had to exercise this authority. This is because the managerial capability of the Civic Club has been able to maintain and operate the system with the pro rata charges to the connected landowners.

Historically, the water system was operated by assessments on the connected landowners who paid the estimated pro rata share of the cost associated with the maintenance and operation of the water system.

I am designated as the operator of the water system. I have, as chairman of the Board, undertaken this responsibility since 2010. I have technical expertise as a licensed pilot, licensed A&P, and licensed Inspector of Airworthiness. Additionally, I have 45 plus years of experience in maintaining and operating complex mechanical systems.

The Wolfe Airpark water system is not complicated. The system includes a well drilled to 650 feet. The system has a well capacity of 1.5 gallons per minute per connection and a pressure tank capacity of 50 gallons per connection.

The water system is inspected on a monthly basis by contractors licensed by the appropriate regulatory agencies.

The TCEQ randomly inspects the water system and these inspections have not found any material concerns about the adequacy of the water service.

Since its initial installation, the Civic Club has maintained continual and adequate water service, even during Hurricane Rita, Hurricane Ike and Hurricane Harvey.

The water system was also able to provide continuous and adequate water service during the most recent drought in 2011.

The water system is not particularly sophisticated and the Civic Club has access to numerous talented consultants that are more than adequate to solve any managerial or technical issue related to the provision of continuous and adequate water service.

5. Does Wolfe Air Park possess a TCEQ-approved public water system that is capable of providing drinking water that meets the requirements of Texas Health and Safety Code, chapter 341, TCEQ rules, and the Texas Water Code?
TWC § 13.241(b) (1) and 16 TAC § 24.102(a) (1) (A).

As shown on the attached Exhibit 8, Applicant possesses a TCEQ-approved water system that has provided and is capable of providing drinking water that meets the requirements of Texas Health and Safety Code, chapter 341, TCEQ rules, and the Texas Water Code TWC § 13.241(b)(1) and 16 TAC § 24.102(a)(1)(A).

Further, as stated above, the water system is inspected monthly basis by contractors licensed by the appropriate regulatory agencies, and there have been no material deficiencies noted in these monthly inspection reports.

6. Does Wolfe Air Park have access to an adequate supply of water or a long-term contract for purchased water with an entity whose system meets the requirements of 16 TAC § 24.102(a) (1) (A)? TWC § 13.241 (b) (2) and 16 TAC§ 24.102(a) (1) (B).

Applicant's water well is drilled to 650 feet. At that level, the Gulf Coast aquifer has always been able to provide an adequate supply of water to the connected users, even during the 2011 drought.

7. Would the requested water service area require construction of a physically separate water system? If so, has Wolfe Air Park proven that regionalization or consolidation with a retail public utility for water service is not economically feasible? TWC § 13.241 (d) and 16 TAC§ 24.102(b).

The Wolfe Airpark water system does not require any additional construction of any separate or supplemental water system. Because of the small number of connected users and because of the historically low cost to operate and maintain the system, it would not be economically feasible for any other provider to meet the needs of the connected users.

8. Is the requested water certificate necessary for the service, accommodation, convenience, or safety of the public? TWC § 13.246(b) and 16 TAC§ 24.102(c).

There is no other entity that is capable of replacing the Wolfe Airpark water system or maintain and operate the system with its historical operating cost. As shown above, in each of my responses to the prior issues, it is necessary for Applicant to receive the requested Certificate for the service, accommodation, convenience and safety of the connected users.

9. Does the balance of factors under TWC § 13.246(c) and 16 TAC§ 24.102(d) weigh in favor of granting the requested water certificate? In answering this issue, please address the following sub-issues:

- a. Is the requested water service area currently receiving adequate water service? TWC § 13.246(c) (1) and 16 TAC§ 24.102(d) (1).

The connected users of the current water service are receiving adequate water service and will be able to continue to receive adequate water service from the Applicant.

- b. Does the requested water service area need additional water service? TWC § 13.246(c) (2) and 16 TAC§ 24.102(d) (2).

- i. Have any landowners, prospective landowners, tenants, or residents requested water service?

No other landowners, prospective landowners, tenants or residents have requested additional water service.

- ii. Are there economic needs for additional water service?

Other than water service provided by Applicant, there are no economic needs for additional water service.

- iii. Are there environmental needs for additional water service?

Other than water service provided by Applicant, there are no environmental needs for additional water service.

- iv. Are there written applications or requests for water service?

No other written applications or requests for water service have been submitted by anyone other than Applicant.

- v. Are there reports or market studies demonstrating existing or anticipated growth in the area?

Not to my knowledge.

- c. What is the effect under TWC § 13.246(c)(3) and 16 TAC § 24.102(d)(3) of granting the requested water certificate on:

- i. Wolfe Air Park,

Granting the requested water certificate will facilitate the continued ability of the Applicant to maintain and operate the water system, and to provide continuous and adequate water service for connected users.

- ii. landowners in the requested service areas, and

Granting the requested water certificate will facilitate the continued ability of the Applicant to maintain and operate the water system, and to provide continuous and adequate water service for connected users.

- iii. any retail public utility that provides the same service and that is already serving any area within two miles of the boundary of the requested area?

Not to my knowledge.

- d. Does Wolfe Air Park have the ability to provide adequate water service, including meeting the standards of the TCEQ and the Commission, taking into consideration the current and projected density and land use of the requested area? TWC § 13.246(c) (4) and 16 TAC§ 24.102(d) (4).

Applicant incorporates the answers to the prior issues 4 – 8. Additionally, the historical operation demonstrates that Applicant does have the ability to provide adequate water service for the current and projected density and land use of the requested area.

- e. What is the feasibility of obtaining water service from an adjacent retail public utility? TWC § 13.246(c) (5) and 16 TAC§ 24.102(d) (5).

It is not feasible to obtain any water service from an adjacent retail public utility because of the low cost associated with maintaining and operating the current system.

- f. Is Wolfe Air Park financially able to pay for the facilities necessary to provide continuous and adequate water service? TWC § 13.246(c)(6)

and 16 TAC

Applicant incorporates the answers to the prior issues 4 – 8. Additionally, as shown from the previous decades, in managing the water system, the Applicant is financially able to maintain and operate the system to provide continuous and adequate water service.

- g. Is Wolfe Air Park financially stable including, if applicable, its debt-to-equity ratio? TWC § 13.246(c) (6) and 16 TAC§ 24.102(d) (6).

Applicant incorporates the answers to the prior issues 4 – 8. Additionally, the financial information on our application demonstrates the financial stability of the Applicant. The water system has no debt.

- h. How would environmental integrity be affected, if at all, by granting the requested water certificate? TWC § 13.246(c) (7) and 16 TAC§ 24.102(d) (7).

The environmental integrity will be maintained by granting the request for a water certificate.

- i. Is it probable that water service would be improved or costs to consumers in that area would be lowered by granting the requested certificate? TWC § 13.246(c) (8) and 16 TAC§ 24.102(d) (8).

Applicant incorporates the answers to the prior issues 4 – 8. Further, granting Applicant the water certificate will allow the current system to be maintained for the benefit of the connected users.

- j. How would the land in the requested service area be affected, if at all, by granting the requested water certificate? TWC § 13.246(c) (9) and 16 TAC§ 24.102(d) (9).

Since the water system has been in operation since the 1980's, there will be no effect on the land by granting the water certificate.

- 10. Should the Commission require Wolfe Air Park, pursuant to TWC § 13.246(d) and 16 TAC § 24.102(e), to provide a bond or other financial assurance to ensure

that continuous and adequate water service is provided?

Applicant incorporates the answers to the prior issues 4 – 8. In particular, Applicant would direct attention to the low cost to maintain and operate the system, the historical cost associated with maintaining and operating the system, and the capability of Wolfe Airpark Subdivision to levy additional assessments (with regulatory approval) for any extraordinary and unanticipated expenses. Accordingly, there is no reasonable basis to require Wolfe Airpark to provide a bond to insure continuous and adequate water service.

11. If applicable, what were Wolfe Air Park's efforts to:

- a. extend water service to any economically distressed area, within the meaning of TWC § 15.001, located within Wolfe Air Park's certificated service area; and

Although the Wolfe Airpark water system is financially solvent, the small size of the system prohibits its ability to extend water service to any economically distressed area.

- b. enforce rules adopted under TWC § 16.3 3, regarding minimum standards for safe and sanitary water supply? TWC § 13.246(e).

Applicant incorporates the answers to the prior issues 4 – 8. The attached Exhibit 8 shows that the water system has continued to maintain standards under the regulatory review of the TCEQ.

Applicant's Response to Walker's Objections

12. Walker's Complaint is invalid. In response to Walker's complaint, we submit the following information for the Administrative Law Judge and the Public Utility Commission. I have reviewed these responses and they are true, accurate and correct based on my personal knowledge.

- a. Regarding Walker's complaint no. 1, Applicant's response is the Wolfe Airpark water system has been legally operating under TAC 290.45 (b)(1)(A) since the inception of this regulatory requirement. The Civic Club system meets state requirements for a legally operated water system. As

shown on Exhibit 9, the current status of the water system is “Active”. The system receives and has received annual renewals of its operating permit from the regulatory authorities. The water system is inspected on a regular basis by the TCEQ, and additionally by other inspectors in accordance with TCEQ regulations. Attached is a copy of the current TCEQ report regarding the Wolfe Airpark water system. This report contradicts the allegation by Walker that the water system is not an approved water system.

Further, the Deed Restrictions (see Exhibit 6) and their amendments (see Exhibit 7) allows the Civic Club to charge for the reasonable cost to maintain and operate the water system.

- b. Regarding Walker’s complaint no. 2, Applicant’s response is that Walker’s complaint is based on TCEQ Complaint Tracking No. 68737 dated December 5, 2005 (see Exhibit 10) which was subsequently withdrawn by the TCEQ on August 20, 2008 (see Exhibit 11). The TCEQ’s withdrawal of this complaint directly refutes Walker’s contentions alleging falsified information and false billing.
- c. Regarding Walker’s complaint no. 3, Applicant’s response is the initial fee structure was approved by the TDH (see Exhibit 12), and allowed Wolfe Airpark to charge a pro rata fee without requiring water meters. The TCEQ’s withdrawal of Complaint No. 68737 (see Exhibit 11) reaffirms the TDH position.
- d. Regarding Walker’s complaint no. 4, Applicant’s response is the Wolfe Airpark Deed Restrictions, the TDH, and the TCEQ have authorized or allowed charging pro rata fees for costs associated with the maintenance and operation of the water system.

Further, Walker’s complaint no. 4 raises an issue that several customers are not inside the boundary of Wolfe Airpark Subdivision. This has no effect on applicant’s appropriate request for a CCN.

- 1. These people have always been on the water system from the beginning.
- 2. Two of the customers were among the original landowners.
- 3. One customer was Frank Wolfe who created the subdivision.

4. The applicant's map and request specifically includes these areas.
5. In Walker's State Court lawsuit, he specifically requests that water service to these individuals not be terminated (see Exhibit 13 – pg. 16).

- e. Regarding Walker's complaint no. 5, Applicant's response is the Wolfe Airpark water system is a legal water system authorized to charge for expenses incurred under the regulatory authority of the TCEQ. The term "state approved water system" is not a term of art and does not impose a regulatory structure of compliance to obtain a CCN. The term "Approved Public Water System" is used in TAC 290.47 Appendix A of the Texas Administrative Code relating to supplemental commendations for water systems that exceed regulatory requirements.

Further, Walker's complaint no. 5 argues that the Civic Club must meet the requirements of TAC 290.47(a)(1)(H) with "at least two wells, two raw water pumps, or a combination of these...", and further a minimum of two licensed operators pursuant to TAC 290.47(a)(1)(B). As mentioned above, TAC 290.47 is an Appendix relating to supplemental commendations, not specific regulatory requirements.

The Civic Club water system correctly and legally operates under TAC 290.45(b)(1)(A).

- f. Regarding Walker's complaint no. 6, Applicant's response is that pursuant to the 2013 Legislative Statute, the PUC has the authority to award CCNs for tariffs/or regulations.
- g. Regarding Walker's complaint no. 7, Applicant's response is Wolfe Airpark's charges for reimbursement of expenses to maintain and operate the water system are legal and appropriate. Further, Walker is receiving the benefit of these expenditures without paying his pro rata share of the costs.
- h. Regarding Walker's complaint no. 8, Applicant's response is Walker received a benefit of providing neighboring lot owners in that they also pay their pro rata share which reduces his pro rata share of the costs to operate and maintain the water system.

Conclusions

The operation of the water system provides safe drinking water in adequate quantities.

The assessments for the maintenance and operation of the water system for landowners are extremely low compared to the value received.

It is impossible to maintain and operate the water system unless the associated costs are paid.

If the Civic Club cannot collect fees to operate and maintain the water system, it will not be able to provide water to the landowners.

If water is not provided, there is no alternative source and therefore, the residents will be without water.

I respectfully request that the Administrative Law Judge and the Public Utility Commission of Texas issue a Certificate of Convenience and Necessity to Wolfe Airpark Civic Club, Inc.

Authentication of Exhibits Attached to My Affidavit

As a board member of the civic club, I am a custodian of records of Wolfe Airpark Civic Club, Inc., and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are documents and records referred to in my affidavit. These are exact duplicates of the original records. These records were made at or near the time of each act, event, condition, opinion set forth.

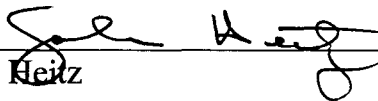
These records were made by, or from information transmitted by persons with knowledge of the matters for this type of record to be made by or from information transmitted by persons with knowledge of the matters set forth in them. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make these records.

Therefore, based on the factual disputes between Walker and the practices of the owners of Wolfe Airpark, for the reasons set forth above, I request that the Administrative Law Judge enter an Order approving Applicant's request for a Certificate of Convenience and Necessity and rejecting Walker's complaint as invalid."


Affirmation of Sworn Statement

I have read this affidavit and reviewed the exhibits (attached or incorporated by reference), and the statements made in this affidavit and the exhibits are true and correct based upon my personal knowledge.

Signed and sworn on October 4, 2017.


John Heitz

SUBSCRIBED AND SWORN TO BEFORE ME on October 4, 2017.


Notary Public in and for the State of Texas
My commission expires _____.



Respectfully submitted,

/s/John C. Hampton

BY:

John C. Hampton

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jhampton@johnhamptonlaw.net

CERTIFICATE OF SERVICE

I certify that a true copy of this document, together with any attachments, has been served on October 5, 2017 on the Legal Division of the Texas PUC by serving Ashley Nwonuma via email ashley.nwonuma@puc.texas.gov, and on Joe Walker via email joewalk@hal-pc.org.

/s/John C. Hampton

JOHN C. HAMPTON

Index of Exhibits

Exhibits by Reference

To minimize the volume of documents and to prevent replicate statements, Applicant refers to the following exhibits by reference and incorporates them into this Affidavit.

1. Application of Wolfe Airpark Civic Club, Inc. for CCN filed on 3/8/17
2. Supplemental Information in Support of Applicant's Request for CCN filed on 5/8/17.
3. PUC CADM Order No. 3 deeming Application administratively complete filed on 6/8/17.
4. Affidavits regarding Service of Notice of CCN Application filed on 8/11/17.
5. PUC's Recommendation on Sufficiency of Notice filed on 8/21/17.

Attached Additional Exhibits

6. Deed Restrictions of Wolfe Airpark Subdivision
7. Amendments to Deed Restrictions of Wolfe Airpark Subdivision
8. TCEQ Site Visit Inspection Report
9. TCEQ Regulated Entity Information regarding Operator Status
10. TCEQ Complaint No. 68737
11. TCEQ Withdrawal of Complaint No. 68737
12. TDH letter dated 2/14/86 regarding water system requirements.
13. Walker's Petition page 16 **"Plaintiff does not seek to terminate water service to current users within the Holland Estates Subdivision."**

DEED

3033

DECLARATION VOL 1552 PAGE 523
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by WOLFE AIRPARK, INC., a Texas corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in Brazoria County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof:

NOW, THEREFORE, Declarant hereby declares that all of the property described in Exhibit "A" attached hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.

DEFINITIONS

Section 1. "Civic Club" shall mean and refer to WOLFE AIRPARK CIVIC CLUB, INC., a Texas Non-Profit Corporation, and its successors. The Civic Club has title to and administers the common areas, and levies charges against the lot owners for common area expenses. Membership in the Civic Club cannot be severed from the ownership of an individual lot.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to one or more Lot(s) which are a part of the Property, including contract sellers, but excluding the Civic Club and those having such interest merely as security for the performance of an obligation. Owners shall have undivided interest in common areas.

Section 3. "Property" shall mean and refer to that certain real property described in Exhibit "A" attached hereto and such additions thereto as may hereafter be brought within the jurisdiction of the Civic Club. "Properties" shall refer to one or more Lots located within the Property. The Property is hereinafter sometimes called "WOLFE AIRPARK" or the "Subdivision".

Section 4. "Common Area" shall mean and refer to all property owned by the Civic Club for the common use and enjoyment of the owners. The common area to be owned by the Civic Club is described as follows: Non-exclusive easement to private roads, taxi-ways, airfield, airfield office, storage area, tie-down area, spectator area and park.

Section 5. "Lot" shall mean and refer to a part of the Property originally conveyed by Declarant to an owner, with the exception of the Common Area. A deed to an owner shall clearly state whether one or more lots is being conveyed.

Section 6. "Declarant" shall mean and refer to WOLFE AIRPARK, INC., its successors and assigns.

STATE OF TEXAS COUNTY OF BRAZORIA

I certify that the above and foregoing is a full, true and correct photographic copy of the original record on file in my office. Given under my hand and seal of the court in my lawful custody and possession. JOYCE HUDMAN, BRAZORIA COUNTY CLERK

BY

B. Penia 10-2-86

DEPUTY

Exhibit 6

DEED
Vol. 1552 Page 524

ARTICLE II.

PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Upon acquisition of title to a lot, each Purchaser will become a member of the Civic Club and be entitled thereby to the non-exclusive use, liberty, privilege and easement, in common with other owners passing on, over and across the common areas for purposes of ingress, egress and regress, and to the non-serviceable use and enjoyment of the facilities located thereon, subject to the Articles of Incorporation and By-Laws of the Civic Club and subject to the provisions set out herein including:

(a) The right of the Civic Club to suspend the right of use of the airfield and the voting rights of any owner for periods during which assessments against his lot remain unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(b) The right of the Civic Club to dedicate or transfer all or any part of the roads to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by 90% of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. Title to the Common Areas. Declarant shall dedicate and convey the fee simple title to the Common Area to the Civic Club subject to all pre-existing liens and encumbrances and other matters of record prior to the date of the conveyance of the first lot to an owner.

Section 4. Encumbrances. Except as to the Civic Club's right to grant easements for utilities and similar or related purposes, the common areas and facilities may not be alienated, released, transferred, conveyed, hypothecated, or otherwise encumbered without the approval of all the owners and all holders of first mortgage liens on Lots.

Section 5. Owner's Right to Ingress and Egress. There shall be no restriction upon any unit owner's right of ingress to and egress from his Lot over Common Area Roads.

Section 6. Owner's Right to Lease. There shall be the right to lease a Lot by any Owner; however, any lessee shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, Articles of Incorporation and By-Laws; and that failure by lessee to comply with the terms of those documents shall be a default under the lease and all leases are to be in writing.

Section 7. Judicial Partition. There shall be no judicial partition of the common area, nor shall Declarant, or any owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof.

STATE OF TEXAS COUNTY OF BRAZORIA

I certify that the above and foregoing is a full, true and correct photographic copy of the original record on file in my office. Given under my hand and seal of the court in my lawful custody and possession. JOYCE HUDMAN, BRAZORIA COUNTY CLERK

BY B. Peña 6-2-56

DEED IV

DEED

vn 1552-525

Section 8. Utility Easements. An overhead and underground electric distribution system is or will be installed in Wolfe Airpark Subdivision, which service area shall embrace all lots in Wolfe Airpark Subdivision. The owner of each lot, at his own cost, shall furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the service cable and appurtenance from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformer or oversized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such owner's lot. For so long as service is maintained, the electric service to each lot in the residential subdivision shall be uniform in character and of the type known as single phase, 120/24 volt, three wire, 60 cycle alternating current. No above ground (overhead) wiring will be permitted on any portion of any lot unless specified by the electric company. All underground service wiring must be three (3) feet minimum underground encased in electric company approved pipe to point of entry into building.

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Civic Club. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Rights. The Civic Club shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. For purposes of determining the number of lots owned by Declarant, Declarant shall be deemed to own one hundred ninety-nine (199) Lots. The Class B membership shall cease and be converted to Class A membership on happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) On December 31, 1983,

STATE OF TEXAS COUNTY OF BRAZORIA

I certify that the above and foregoing is a full, true and correct photographic copy of the original record on file in my office. Given under my hand and seal of the court in my lawful custody and possession. JOYCE HUDMAN, BRAZORIA COUNTY CLERK

BY

B. Peña 6-2-86

DEPUTY

DEED

1552-526

Section 3. The failure of any owner to comply with the provisions of this declaration, the By-Laws, and the Articles of Incorporation of the Civic Club, as amended from time to time, will give rise to a cause of action in the Civic Club and any aggrieved owner for the recovery of damages, or for injunctive relief, or both.

Section 4. Control of the Civic Club shall be held by a majority vote of its members as said votes are set out in Section 2 of Article III.

Section 5. The Civic Club at no time shall interfere or prevent the Declarant or his assigns from construction, sales, promotion, and utilization of a temporary sales office or any other function necessary or convenient for the Declarant to completely develop the Properties in accordance with this Declaration.

ARTICLE IV.

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Civic Club:

- (1) Annual assessments or charges which shall be mandatory for the maintenance and repair of the Common Area and facilities; and
- (2) Special assessments for capital improvements;

such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest at the maximum rate allowable by law, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Any such lien will be subordinate to the lien or equivalent security interest of any first mortgage on the lot recorded prior to the date any such common expense assessments become due. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. Annual and special assessments are levied by the Civic Club and shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area. Annual assessments shall include, and the Civic Club shall acquire and pay for, out of the funds derived from annual assessments, the following:

- (a) Maintenance and repair of the Common Area, equipment and related expenses.
- (b) Acquisition of furnishings and equipment for the Common Area as may be determined by the Civic Club.

STATE OF TEXAS COUNTY OF BRAZORIA

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BY B. Peña 6-2-06

DEPUTY

DEED

WM 1552-MS 527

(c) Maintenance and repair of drainage ditches within the confines of the Property.

(d) Fire insurance covering the full insurable replacement value of the common area and improvements with extended coverage.

(e) Liability insurance insuring the Civic Club against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of the common area. The policy limits shall be set by the Civic Club.

(f) Workman's compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the Board of Directors of the Civic Club.

(g) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Civic Club is required to secure or pay pursuant to the terms of this Declaration or by law or which shall be necessary or proper in the opinion of the Board of Directors of the Civic Club for the operation of the common areas for the benefit of lot owners or for the enforcement of these restrictions.

Section 3. Maximum Allowable Annual Assessments.

Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be \$120.00 per lot per year. On lots where more than one airplane is kept an additional annual assessment equal to the annual lot assessment shall be charged for each additional airplane.

(a) From and after January 1 of the year immediately following the sale of the first Lot to an Owner, the maximum allowable annual assessment may be increased by the Civic Club each year not more than six percent (6%) above the maximum allowable annual assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum allowable annual assessment may be increased above six percent (6%) by an affirmative vote of two-thirds (2/3) of all members of each class. Voting shall be in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4.

Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Civic club may levy, in any assessment year, a special assessment applicable to that year, only for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the affirmative

STATE OF TEXAS COUNTY OF BRAZORIA

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BY

B. Peña L-2-a

DEPUTY

DEED

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vote of two-thirds (2/3) of all members of each class, provided, however, the affirmative vote of 90% of all members of each class shall be required to pave the airfield or any part thereof. Voting shall be in person or by proxy at a meeting duly called for this meeting.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting called, the presence of members or of proxies entitled to cast two-thirds (2/3) of all the votes of each class of membership (90% in case of a vote for paving the runway) shall constitute a quorum. If the required quorum is not present the members entitled to vote thereat shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum as aforesaid shall be present or represented, provided, however, no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly or annual basis as determined by the Board. After consideration of current maintenance costs and future needs of the Civic Club, the Board of Directors may levy the annual assessments at an amount not in excess of the maximum. As long as any lots are owned by Declarant, the Board of Directors may charge and collect from declarant a fraction of the annual assessment of each such lot until the conveyance of said lot by Declarant to an Owner, provided that any such fractional charge to Declarant shall not exceed ten percent (10%) of the then current annual assessment.

Section 7. Commencement and Collection of Annual Assessments. Annual assessments shall be payable in advance. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot and give notice thereof to each Lot Owner at least thirty (30) days in advance of the due date thereof. Assessments may be made payable monthly or annually. The Civic Club shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Civic Club setting forth whether the assessment against a specific lot has been paid, and shall, annually and no later than February 15th of each year (and more often if the Civic Club shall deem necessary), cause to be recorded in the office of the County Clerk of Brazoria County, Texas, a list of delinquent assessments as of the date of recordation.

Section 8: Effect of Non-Payment of Assessment; Remedies of the Civic Club. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Civic Club may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of such action shall be added to the amount of such assessments. Each owner, by his acceptance of a deed to a

STATE OF TEXAS COUNTY OF BRAZORIA

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BY B. Penia 6-2-06 DEPUTY

DEED

vn 1552-529

Lot, hereby expressly vests in the Civic Club or its agents the right, and power to bring all actions against such owner personally for the collection of such charges as a debt and to enforce the aforesaid lien all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Civic Club in a like manner as a mortgage or deed of trust lien on real property, and such owner hereby expressly grants to the Civic Club a power of sale in connection with said lien. The lien provided for herein shall be in favor of the Civic Club and shall be for the benefit of all other lot owners. The Board of Directors may request a Trustee to proceed with foreclosure, and in such event, Trustee is hereby authorized and empowered, and it shall be his special duty, upon such request of the Board of Directors, to sell the mortgaged property, each such sale to be made to the highest bidder or bidders for cash at public auction at the courthouse door of any county where the mortgaged property to be sold is situated on the first Tuesday in any month between the hours of 10:00 a.m. and 4:00 p.m., after Trustee (or some other person or persons acting for him) has first posted written or printed notice of the time, place and terms of such sale at the courthouse door of said county where the mortgaged property to be sold is situated, for at least 21 days successively next before the day of such sale and in addition to such posting, the Civic Club, or its authorized representative, shall, at least 21 days preceding the date of sale, serve written notice of the proposed sale by certified mail on each owner obligated to pay the assessment hereby secured according to the records of the Civic Club, or its authorized representative. Service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to the Owners at their most recent address or addresses as shown by the records of the Civic Club in a post office or official depository under the care and custody of the United States Postal Service. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of service. All owners agree that no notice of any sale other than as set out in this paragraph need be given by the Civic Club or any other person.

Section 9. Subordination of the Lien to Mortgages. The Assessment lien provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien securing payment thereof.

Section 10. Effects of Foreclosure. Each holder of a first mortgage lien on a Lot who comes into possession of the Lot by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, in lieu of foreclosure, will take the Lot free of any claims for unpaid assessments and charges against the Lot which accrue prior to the time such holder comes into possession of the Lot.

ARTICLE V.

ARCHITECTURAL CONTROL AND GENERAL USE PROTECTIVE COVENANTS

STATE OF TEXAS COUNTY OF BRAZORIA

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BY B. Peña 6-2-06 DEPUTY

DEED

1552-530

No building, fence, mailbox, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Civic Club, or by an architectural committee composed of not more than five (5) representatives appointed by the Board. The representative(s) need not be lot owners. All structures must be erected on the premises and be built of new material. No single story residence constructed on any lot shall contain less than 1,000 square feet of living area, exclusive of porches, breezeways, patios and garages. No two-story residences constructed on any lot shall contain less than 1,500 square feet of living area exclusive of porches, breezeways, patios, and garages. All residences shall face the street. No building, structure antenna permanently erected upon any lot shall exceed a height of twenty-five feet (25') within 500 feet of the centerline of the runway nor shall any building, structure or antenna erected upon any lot exceed fifteen feet (15') and a height within 400 feet of the centerline of the runway. No buildings, structures, antennas, trees, shrubs, fences or other objects shall be situated forward of the front building setback line. The Board of Directors of the Civic Club shall have the authority to grant variances from the setback line restrictions contained in the Declaration of Covenants, Conditions and Restrictions and as shown on the recorded plat of Wolfe Airpark. No residence may be occupied prior to completion. Any construction, once commenced, must be completed within twelve (12) months. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

The Properties (and each lot situated therein) and the Common Area shall be occupied and used as follows:

Section 1. Residential Purposes and Fuel Franchise.
Each of Lots one (1) through forty-nine (49), Block one (1), shall be used exclusively as a residence for a single-family and no building shall be erected on said Lots other than one single-family dwelling not to exceed two-stories in height and an attached airplane hanger. Specific use restrictions for Lots one (1) through forty-nine (49), Block one (1), are set forth in Article VI.

Each of Lots one (1) through one hundred fifty-two (152), Block two (2), shall be used exclusively as a hanger-site for small aircraft. Specific use restrictions for Lots one (1) through one hundred fifty-two (152), Block two (2), are set forth in Article VII.

This restriction shall be held to exclude all commercial business, industrial and professional uses whether from residences or otherwise, provided however, Declarant or its nominees shall have the exclusive right and franchise to sell and supply fuel and related aircraft, maintenance, parts and supplies within the confines of the property; and provided further, however, with regard to Lots 1 through 152, Block 2 the Board of Directors of the Civic Club shall have the authority to grant permission for certain airfield related commercial uses on these lots.

STATE OF TEXAS COUNTY OF BRAZORIA

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BY

B. Peña 6-2-06

DEPUTY

DEED

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Section 2. Obstructions, Etc. There shall be no obstruction of the Common Area, nor shall anything be kept or stored in the Common Area, nor shall anything be altered, or constructed or planted in, or removed from the Common Area without the written consent of the Board.

Section 3. Restricted Actions by Owners. No Owner shall permit anything to be done or kept on his Lot or in the Common Areas which will result in the cancellation of or increase of any insurance carried by the Civic Club, or which would be in violation of any law. No waste shall be committed in the Common Areas.

Section 4. Signs. No sign of any kind shall be displayed to the public view on or from any part of the properties, without the prior written consent of the Board, except signs temporarily used by Declarant or any Owner in the development, sale or leasing of lots.

Section 5. Nuisances. Nothing shall be done in any part of the Properties, nor shall any noxious or offensive activity be carried on, nor shall any outside lighting or loudspeakers or other sound-producing devices be used which, in the judgment of the Board, may be or become an unreasonable annoyance or nuisance to the other Owners.

Section 6. Attachments. No attachments of any kind or character whatsoever (including, but not limited to, television and radio antennas) shall be made to the roof or walls of any home or placed anywhere on the Property, unless such attachments shall have been first submitted to and approved by the Board.

Section 7. Damage to the Common Areas. Each owner shall be liable to the Civic Club for any damage to the Common Areas caused by the negligence or willful misconduct of the owner or his family, guests, or invitees to the extent that the damage shall not be covered by insurance.

Section 8. Rules of the Board. All Owners and occupants shall abide by any rules and regulations adopted by the Board. All such rules and regulations shall be reduced to writing and be open to inspection by Owners and their authorized agents during reasonable business hours.

Section 9. Animals. No animals, livestock or poultry, of any kind, shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose, and, provided they do not become an annoyance or nuisance to the neighborhood.

Section 10. Waste. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Waste of any nature shall not be kept on any part of the Properties except in sanitary containers.

Section 11. Completion of Development. The completion of the work of developing all lots including within the Properties and the sale, rental or other disposal of lots is essential to the establishment and welfare of the properties as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this Declaration transfers, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from:

STATE OF TEXAS COUNTY OF BRAZORIA

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BY B. Penner 6-2-06

DEPUTY

DEED

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(a) Going on any part or parts of the Property owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Constructing and maintaining on any part or parts of the property owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work.

(c) Conducting on any part or parts of the property owned by or controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work, of establishing the subdivision as a residential community, and of disposing of lots by sale, lease or otherwise; or

(d) Maintaining such sign or signs on any of the property owned or controlled by any of them as may be necessary in connection with the sale, lease, or otherwise of subdivision lots.

Section 11. Storing of Materials. No building material of any kind or character shall be placed or stored upon any lot or tract until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot upon which the improvements are to be erected, and shall not be placed in the street or between the street and the property line.

Section 12. Runway. The runway is for the use of aircraft only. No vehicle, livestock, pets, motorcycles, etc. except equipment necessary to maintain the runway will be allowed. No aircraft will be allowed to park or tie down at any time on said runway. It will be each lot owner's responsibility to see that his guests clear the runway upon arrival. The runway is dedicated for aircraft use only forever.

Section 13. Trailers, Etc. No trailer or trailer built as a modular home, mobile home, basement, tent, shack, garage, barn or other outbuildings of any character shall be placed or erected on any lot or tract at any time to be used as a temporary or permanent residence nor shall any residence of a temporary character be permitted.

Section 14. Materials and Refuse on Adjoining Lots. No stumps, trees, underbrush, or any refuse of any kind nor scrap material from the improvements being erected on any lot or tract shall be placed on any adjoining lots, street, Common Area, or easements. All such material, if not disposed of immediately, must remain on property on which construction work is in progress, and at the completion of such improvements, such material must be immediately removed from property.

Section 15. Prohibition of Sale of Liquor, Etc. No liquor, beer, spirits, wine, salts or medicated bitters capable of producing intoxication shall be sold or offered for sale on any lot or tract, or any part thereof, nor shall premises or any part thereof be used for illegal or immoral purposes. No noxious or offensive activity of any character shall be carried on or permitted on any lot or tract nor shall anything be done

STATE OF TEXAS COUNTY OF BRAZORIA

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BY B. Peña 6-2-06 DEPUTY

DEED

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thereon which may be or may become an annoyance or a nuisance to the neighborhood. Use of firearms on any part of Wolfe Airport Subdivision is prohibited.

Section 16. Waterwells and Septic Systems. All waterwells, septic tanks and underground septic sewage systems shall be constructed in accordance with the requirements, standards and recommendations of the Brazoria County Health Department, State Health Department of the State of Texas, and any other governmental authority having jurisdiction of such matters whether same be city, county, state or other governmental authority. No septic drain fields shall be constructed that will allow the discharge or drainage in any manner into adjoining lots, roads, streets, ditches or drainage easements existing now or in the future.

Section 17. Oil, Gas or Mineral Development. No oilwell drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted on a lot, nor shall oilwells, tanks, tunnels, mineral excavations, or shafts be permitted on any lot, except with permission of Declarant.

Section 18. Objectionable, Detrimental or Unattractive Conditions. Owners, their heirs and assigns, are bound and obligated through the purchase of said property, to maintain the same at their own cost and expense of said property, to maintain the same at their ligated to keep the grass, vegetation and weeds on said lot cut condition. In the event that Owners should, in the opinion of the Civic Club, fail to maintain said property in a neat and attractive manner, Civic Club will notify Owners in writing of any objectionable, detrimental or unattractive conditions existing on said property, and request Owners, or subsequent owners, to eliminate same. In the event such owner shall fail to eliminate any objectionable, detrimental or unattractive condition existing upon said property within fifteen (15) days after receipt of written notice from Civic Club specifying such objectionable or detrimental condition then, in such event, Civic Club is authorized to eliminate such conditions and charge the cost of same to such property owner, and any such expense incurred by Civic Club in such event shall be added to, be a portion of, and secured in the same manner as the Maintenance Charge assessed against said property, as hereinafter provided. In the exercise of the aforementioned power to eliminate any objectionable, detrimental or unattractive conditions should a property owner fail to do so, after being duly notified, the Civic Club shall not be liable, and is hereby expressly relieved from any liability for trespass or other tort in connection with, or arising from such action.

ARTICLE VI:

SPECIFIC USE RESTRICTIONS FOR LOTS ONE THROUGH FORTY-NINE, BLOCK ONE

Section 1. No part of a building or fence shall be located nearer than sixty (60) feet from the front property line of a lot or nearer than five (5) feet from any side property line or nearer than ten (10) feet from any rear property line. No tree or shrub shall be located nearer than forty-five (45) feet from the front property line of a lot.

Section 2. The airplane hanger portion of the dwelling must be attached and match the dwelling in construction materials and appearance. No explosive or combustible materials

STATE OF TEXAS COUNTY OF BRAZORIA

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BY B. R. R. 10-2-01 DEPUTY

DEED

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may be stored in any aircraft hangar in such quantities so as to endanger neighboring properties.

Section 3. Declarant covenants to construct roads in Block 1 consisting of a 6-inch limestone base, 16 feet in width. After initial construction, maintenance of those roadways shall be the responsibility of the Civic Club, paid for with funds available from the annual and special assessment set forth in Article IV herein.

Section 4. Each owner whose lot abuts any road or taxi easement shall at his sole expense provide adequate fencing to prevent children and pets from having access to said road or taxi easement.

Section 5. Each Owner agrees to connect to a central sewage system if and when a central sewage system becomes available.

Section 6. Each owner agrees to connect to a state approved water supply system if and when said state approved water supply system becomes available and to pay therefore a reasonable monthly water service fee.

ARTICLE VII.

SPECIFIC USE RESTRICTIONS FOR LOTS ONE THROUGH ONE HUNDRED FIFTY-TWO
BLOCK TWO

Section 1. No part of a hangar shall be located nearer than forty-five feet (45') to the center of the taxi-way or roadway adjoining any lot and five feet (5') from any adjoining property line.

Section 2. Aircraft hangars shall be of fire-proof construction inside and out, support beams must be of either steel, cast-concrete or other material approved by the Architectural Control Committee or Board. All hangars shall be painted with twenty-five year paint. No aircraft hangar shall be used for regular living quarters or as a dwelling. No explosive or combustible materials may be stored in any aircraft hangar in such quantities so as to endanger neighboring properties.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Civic Club, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Civic Club or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any suit instigated by the Civic Club to enforce its rights hereunder, Owners shall pay Civic Club's reasonable attorney's fees should the court having jurisdiction of such suit grant all or any part of the relief requested by the Civic Club.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

STATE OF TEXAS COUNTY OF BRAZORIA

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BY B. Peña 6-2-06

DEPUTY

DEED

WM 1552-535

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty-five (35) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty-five (35) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Provided, however, any amendment shall not affect the use of the airstrip for aircraft use only unless same is approved by 100% of the Lot Owners. Any amendment must be recorded to be effective.

Section 4. Transfer of a Lot. Transfer of a Lot automatically transfers membership in the Civic Club and all rights of the transferee with respect to the common areas and facilities to which ownership of such Lot relates.

Section 5. Lease Agreements. Any lease agreement between an owner and a lessee shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation of the Civic Club, and the By-Laws, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. Any lease given shall be in writing. Except for this section there shall be no restriction on the right of the owner to lease his unit.

Section 6. Notices. Any notice required to be given to any member or owner under the provisions of this Declaration shall, unless otherwise herein expressly provided, be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to a member and owner at his last known address as such appears on the records of the Civic Club at the time of such mailing.

Section 7. Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or application of the provisions of this Declaration or the By-Laws, shall be determined by the Board of Directors, which determination shall be final and binding upon all Owners.

IN WITNESS WHEREOF, Wolfe Airpark, Inc. being the Declarant herein, has caused this instrument to be executed this the 21 day of JANUARY, 1981.

WOLFE AIRPARK, INC.

By Frank H. Wolfe, Jr.
President

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared Frank H. Wolfe, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, as _____ President of Wolfe Airpark, Inc. and acknowledged to

STATE OF TEXAS COUNTY OF BRAZORIA

I certify that the above and foregoing is a full, true and correct photographic copy of the original record on file in my office. Given under my hand and seal of the court in my lawful custody and possession. JOYCE HUDMAN, BRAZORIA COUNTY CLERK

BY B. Penia 6-2-80 DEPUTY

DEED

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me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28 day of January, 1981

Linda J. O'Brien
Notary Public in and for
Brazoria County, Texas.



Linda J. O'Brien
My Commission Expires
June 2 '84

STATE OF TEXAS COUNTY OF BRAZORIA

I certify that the above and foregoing is a full, true and correct photographic copy of the original record on file in my office. Given under my hand and seal of the court in my lawful custody and possession. JOYCE HUDMAN, BRAZORIA COUNTY CLERK

BY B. Peña Lez. 06 DEPUTY

DEED
Vol 1552-537

EXHIBIT "A"

Wolf Airpark Subdivision of a 99.091 acre tract of land, being all of Lot 17 of the Subdivision of the Thomas Spraggins Survey, Abstract 366, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 16, at Page 154 of the Plat Records of Brazoria County, Texas.

LESS AND EXCEPT:

Lots 153, 154, 155, 156 and 157 of said Wolf Airpark Subdivision.

J.H.M.

FILED FOR RECORD
AT 2:00 CLOCK P M

JAN 30 1961

H.R. STEVENS, JR.

CLERK COUNTY CLERK, BRAZORIA CO., TEX.
BY *Helen Williams* DEPUTY

STATE OF TEXAS COUNTY OF BRAZORIA

I certify that the above and foregoing is a full, true and correct photographic copy of the original record on file in my office. Given under my hand and seal of the court in my lawful custody and possession. JOYCE HUDMAN, BRAZORIA COUNTY CLERK

BY *B. Penia* 6-2-80 DEPUTY

STATE OF TEXAS

COUNTY OF BRAZORIA

§
§
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§
§
§
§

KNOW ALL MEN BY THESE
PRESENTS:

**DECLARATION OF AMENDMENTS TO
WOLFE AIRPARK SUBDIVISION DEED RESTRICTIONS**


1. NOW COMES WOLFE AIRPARK CIVIC CLUB, INC. (the "CIVIC CLUB"), and hereby files this Declaration of Amendments to the Wolfe Airpark Subdivision Deed Restrictions, amending the Declaration of Covenants, Conditions and Restrictions filed in Vol. 1552, pages 23-537 of the Deed Records of Brazoria County, Texas (the "Deed Restrictions"), and declares that the Deed Restrictions have been amended pursuant to Section 3 at Vol. 1552, page 535 thereof, said amendments being filed of record and recorded in the Official Public Records of Brazoria County, Texas, Instrument Number 2017018819 on April 20, 2017. The Amendments were signed by not less than 75% of the landowners of Wolfe Airpark subdivision.

Attached to this Declaration are the following documents:

The Amendments to the Deed Restrictions of Wolfe Airpark Subdivision and a listing of the landowners indicating who voted for the amendments.


Exhibit 7
33

The undersigned, being the duly elected President of Wolfe Airpark Civic Club, Inc. has caused this instrument to be executed this 15 day of May, 2017.


John Heitz, President
WOLFE AIRPARK CIVIC CLUB, INC.

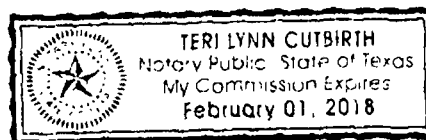
THE STATE OF TEXAS
COUNTY OF BRAZORIA

Before me, the undersigned authority, on this day personally appeared JOHN HEITZ, known to me to be the person whose name is subscribed to the foregoing instrument, as President of Wolfe Airpark Civic Club, Inc. and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

 5/15/17

Notary Public in and for the State of Texas

My commission expires _____





**AMENDMENTS TO THE DEED RESTRICTIONS
OF WOLFE AIRPARK SUBDIVISION**

The Deed Restrictions of Wolfe Airpark Subdivision, filed in Vol. 1552, pages 523 - 537 of Brazoria County, Texas, (the Deed Restrictions) shall be amended as follows:

Amendment No. One

The Deed Restrictions filed in Vol. 1552, page 537, shall be amended as follows:

Lots 153, 154, 155, 156 and 157, Block 2 are an integral part of the Wolfe Airpark Subdivision, and the owners of these lots have the same rights, privileges and responsibilities of any other property owner of the subdivision, including the right to use the common areas of the Wolfe Airpark subdivision.

Further, the owners of these lots may conduct aviation based commercial activities on these lots.

Assessments for these lot owners shall be made on the lot and per each aircraft stored in said hangers at a rate set by the Board of Directors of the Wolfe Airpark Civic Club, Inc.

Amendment No. Two

The Deed Restrictions shall be amended by adding the following item to the Deed Restrictions:

The airport has been properly designated and shall continue to be designated as a “private airport - open to the public”, pursuant to FAA regulations.

Amendment No. Three

The Deed Restrictions shall be amended by adding the following item to the Deed Restrictions:

All lot owners shall have the right to invite any guest, associate or invitee to use the common areas of Wolfe Airpark, and such use by said guest, associate or invitee shall not be considered an encumbrance as defined at Vol. 1552, page 524 or any other reference prohibiting such rights in the Deed Restrictions.

Amendment No. Four

The Deed Restrictions shall be amended by adding the following item to the Deed Restrictions:

The Wolfe Airpark landowners, to clarify any ambiguity in the current Deed Restrictions, ratify the prior actions and affirm the present and future right of the Board of Directors of Wolfe Airpark Civic Club, Inc. to make annual assessments of Wolfe Airpark landowners for the maintenance and operation of the Wolfe Airpark water system.

The Wolfe Airpark landowners ratify the prior actions and affirm the present and future right of the Board of Directors of Wolfe Airpark Civic Club, Inc. to take actions to collect said assessments for the maintenance and operation of the Wolfe Airpark water system from land owners, which land owners are obligated to pay said assessments when made by the Board of Directors.

The Wolfe Airpark landowners ratify the prior actions and affirm the present and future right of the Board of Directors of Wolfe Airpark

Civic Club, Inc. to exercise the rights of enforcement set forth in the Deed Restrictions to collect assessments for the maintenance and operation of the Wolfe Airpark water system, including but not limited to those powers set forth in Vol. 1552, pages 526-529, and any other rights and powers of enforcement granted by law.

Amendment No. Five

The Deed Restrictions shall be amended by adding the following item to the Deed Restrictions:

Wolfe Airpark Civic Club, Inc. is the duly constituted civic club as described in the Deed Restrictions, Vol. 1552, page 523. Wolfe Airpark Civic Club, Inc. is the successor in interest and owner of the grant of common areas granted by Wolfe Airpark Inc. by Correction Deed filed in Vol. 86275, page 862 of the deed records of Brazoria County, Texas.

Wolfe Airpark Civic Club, Inc. is not bound by the Constitution of Bylaws of the defunct corporation known as WAP Civic Club, Inc.

Amendment No. Six

The Deed Restrictions shall be amended by adding the following item to the Deed Restrictions:

Manvel Aviation, Inc. was the Declarant and the successor in interest of all prior Declarants, as defined in Vol. 1552, page 523, Article 1, Section 6 of the Deed Restrictions.

By signing below, I approve, adopt and accept the proposed amendments set forth above for the Deed Restrictions of Wolfe Airpark, amending the Declaration of Covenants, Conditions and Restrictions filed in Vol. 1552, Pages 523-536 of the Deed Records of Brazoria County, Texas.

This ballot is submitted subject to compliance with said Deed Restrictions and payment of assessments by the undersigned through December 31, 2016.

Signed on this _____ day of _____, 2017.

By: _____

Signature

Print Name

Lots Owned

State of Texas

County of _____

This instrument was acknowledged before me, the undersigned authority, by _____, who owns lots _____ in the Wolfe Airpark Subdivision, Brazoria County, Texas.

Notary Public for the State of
Texas

**Wolfe Airpark Landowners
Ballots for Amendments to Deed Restrctions
April 20, 2017**

Last Name	First Name	Lot Description	Lot Owners	Nmbr of ballots
Athey	Jeff	Blk 2 Lot 49	1	1
Baldwin	Stuart	Blk 1, Lot 34	1	1
	Judy			
Balke	John	Blk 1 lot 49	1	
Bearce	Duane G(Bud)	Blk 2, Lot 6	1	1
Beatty	Nia	Lots 17, 18	1	1
Beinker	Scott	Blk1 Lot 44	1	1
	Shannon			
Bingham	Sammy	Blk 2 lot 52, Blk 1 Lot 22	1	1
	Nancy		1	1
Bomer	Barry	Blk 2 Lots 2, 13	1	1
Bruce	Barry	Blk 2 lot 154A		
Bruce	Bush	Blk 2 lot 23	1	
Buenger	Leon S.	Blk 2 , lots 27,38	1	1
Canup	Hank	Blk 2, Lot 15	1	1
	DeeAnne			
Cavanaugh	Gerald	Blk 2, Lot 64	1	1
Cheek	Harold	Blk 2, Lots 157, 24,25,35,36	1	1
Cunningham	Glen	Blk 1, lot 41, Blk 2 lots 50, 60	1	1
	Janet	Blk 1, lot 41,	1	1
Driscoll	John	Lot 7	1	1
Dyer	Douglas	Blk 2, lot 28	1	1
Eckel South TX Warbirds	Ken	Blk 2, lots 45,55	1	1
Fisher (Estate of John Fisher)	Frances	Blk 2 lots 65,154B,154C	1	1
Fisher	Robert	Blk 2, Lot 14	1	1
Giber/Ward	Virginia	Blk 1,Lots 38 39	1	1
	Kris			
Godsby	Charles	Blk 2, lot 139	1	
Guerra	Lee	Blk 2,Lots 1 & 12	1	1
Harper	Clayton E	Blk 2 ,lot 32	1	1
	Eloise			

Heitz	Patti	Blk 1,Lots 29,30,31(29 House) Blk 2, lot 155	1	1
Heitz	John	Blk 1,Lots 29,30,31(29 House) Blk 2, lot 155	1	1
Herzog	Eric	Blk2 lot 54, 156	1	1
	Toby			
Hunt	Jack	Blk 2, Lot 53	1	1
Johnson	Tiffany	Blk1, Lot 14	1	
Kinsey	Charles M	Blk 2, lot 59	1	1
Kuhn	Marwynne	Block 2,Lot 31	1	1
	Maebell			
Lara	Axbal	Blk 2, Lot 39	1	1
	Kathina			
Loomis	Jeff	Blk 1 lot 23	1	1
Lutz	George	bik 1 lot 13	1	1
Mahannah	Jana L	Blk 1, Lots 32&33	1	1
McCoy	Larry J	Blk 1 Lots 24,25,26	1	
McCullagh	John Alex.	Blk 2, Lot 19	1	1
McGraw	Douglas	Blk 1 lots 14,15	1	1
	Raquel		1	1
Monteith	James M	blk 2 lot 42	1	
Nagel	Michael F.	Block 2 Lots 51,61	1	1
	Karen J.		1	1
Norris	Rick	Blk 2 lot 39	1	1
	Mauri			
Paulder	Douglas	Blk 2,Lot 41	1	
Pearce	Johnny	Blk 2 , Lot 37	1	1
	Joyce1			
Perrard	Eugene A.	blk 2 lot 3		
	Rex		1	1

	Sibling #1			
	Sibling #2			
Perry	Charlotte	Blk 2 lot 5 (1/2)	1	
Ponder	Travis	Blk 1, Lots 9, 10	1	1
	Deena			
Pounds	Tommy	Blk 1, Lot 40	1	1
	Megan			
Priddy	Ronald	Blk. 1 lots 45,46 Blk 2 lots 4,56	1	
Rawson	John Rawson JVR Aviation	Blk. 2, Lots 66-152 less lots 126,131,132,151	1	1
Rawson	John Rawson	Blk 2, Lot 47,49,57 Lot 39,74-112	1	1
	Joyce Glazer		1	1
Reedy	Dan S.	Blk 2 lots 48,58	1	1
Reinhardt	Pat	Blk 1 lot 43	1	
Rogers	Albert D.	blk 1 lot 48		
	Earline		1	1
Shelly	Mike	Blk 1, lot 47	1	
Simmonds	Monte		1	1
Sobay	Atakan	Block 1, Lots 19,20	1	1
	Tulin		1	1
St. Germaine	Raymond S.	Blk 1 lot 21-Blk2 lt 18	1	1
Stanley	Brad	Blk 2, Lot 8		
	Cherri		1	1
Steele	Alice	33,43,44	1	1
Sterling	Carter		1	
Stockdale	Chase	Blk 2 Lot 46	1	1
Stodder	Don	Blk 1, Lots 1 thru 9, & 12	1	
Sundstrom	Scott	Bought 1 lot from McCoy	1	1
Sundstrom	Steve L.	Blk 2, Lots 29,40	1	1
	Laura		1	1
TEA Mfg. Corp		Blk2 lt 9,10,20,21	1	
Thomas	James W.	Blk 2 Lot 16	1	1

Thumann	Wayne	Blk 2, Lots 62, 63	1	1
Trujillo	Alfonso	Blk 2 lot 17	1	1
Vitable	Joseph S.	Blk 2 Lots 30, (30Hanger)	1	1
	Cindy			
Vontesmar	Dave			
Walker	Joe	Blk 1 lot 37	1	
WAPCC		Block 1, lots 27, 28, Blk 2 lots 126, 132	1	1
Warneke	Michael	Blk 2, lot 26	1	1
Watson Jr	Eugene R	Blk. 1, Lots 17, 18	1	1
	Brenda S.			
Weekley, Contact John Gladu 4242 honey oaks Seabrook, TX 77586	J.R. (Rick)	Blk 2, lots 11, 22	1	
Wells	Dennis	Blk 1, lot 38	1	
Wyley	Philip Lee, Jr	Blk 1 Lot 42	1	
			82	64

FILED and RECORDED

Instrument Number: 2017023960

Filing and Recording Date: 05/17/2017 11:49:38 AM Pages: 11 Recording Fee: \$62.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in cursive script, appearing to read "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

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cclerk-april

<u>Texas Commission on Environmental Quality</u>	<u>Office of Water</u>	<u>Public Drinking Water Section</u>
<u>County Map of TX</u>	<u>Water System Search</u>	<u>Office of Compliance and Enforcement</u>

<u>Water System Detail</u>			
<u>Water System Facilities</u>	<u>Violations</u>	<u>TCR Sample Results</u>	<u>TTHM HAA5</u>
<u>Source Water</u>	<u>Enforcement Actions</u>		<u>Summaries</u>
<u>Assessment Results</u>			
<u>Sample Points</u>	<u>Assistance Actions</u>	<u>Recent Positive TCR</u>	<u>PBCU Summaries</u>
		<u>Results</u>	
<u>Sample Schedules /</u>	<u>Compliance Schedules</u>	<u>Other Chemical Results</u>	<u>Chlorine Summaries</u>
<u>FANLs / Plans</u>			
<u>Site Visits</u>	<u>TOC/Alkalinity Results</u>	<u>Chemical Results: Sort</u>	<u>Turbidity Summaries</u>
<u>Milestones</u>		<u>by: Name Code</u>	
<u>Operators</u>	<u>LRAA (TTHM/HAA5)</u>	<u>Recent Non-TCR</u>	<u>TCR Sample</u>
<u>All POC</u>		<u>Sample Results</u>	<u>Summaries</u>
<u>Glossary</u>			

<u>Water System Detail Information</u>			
<u>Water System No.:</u>	TX0200409	<u>Federal Type:</u>	C
<u>Water System</u>	WOLFE AIR PARK	<u>Federal</u>	GW
<u>Name:</u>		<u>Source:</u>	
<u>Principal County</u>	BRAZORIA	<u>System</u>	A
<u>Served:</u>		<u>Status:</u>	
<u>Principal City</u>		<u>Activity Date:</u>	01-01-1913
<u>Served:</u>			

This list displays Site Visits for the last 2 years by default. If you need to search for a specific date range, use the following date fields (you can also pick a date from the pop-up calendar next to the field) and click on Search.

Date of Visit From



To



<u>Site Visits</u>				
<u>Primary Reason</u>	<u>Date of Visit</u>	<u>Highest Deficiency</u>	<u>Number of</u>	<u>Number Resolved</u>
		<u>Severity</u>	<u>Def./Rec.</u>	
<u>SNSV</u>	04-22-2015	MIN	0	0
<u>SNSV</u>	02-29-2012	NON	0	0
<u>SNSV</u>	08-14-2008	NON	0	0
<u>SNSV</u>	08-02-2006	NON	0	0
<u>SNSV</u>	11-02-2004	NON	0	0
<u>SNSV</u>	11-25-2002	NON	0	0
<u>SNSV</u>	11-13-2002	NON	0	0
<u>SNSV</u>	11-01-2001	NON	0	0

Exhibit 8

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Central Registry Query - Regulated Entity Information

Regulated Entity Information

RN Number: RN101230720**Name:** WOLFE AIR PARK**Primary Business:** No primary business description on file.**Street Address:** No street address on file.**County:** BRAZORIA**Nearest City:** MANVEL**State:** TX**Near ZIP Code:** No near zip code on file.**Physical Location:** Wolf Lane KEY MAP 654T

Affiliated Customers - Current

Your Search Returned **1** Current Affiliation Records ([View Affiliation History](#))

The Customer Name displayed may be different than the Customer Name associated to the Additional IDs related to the customer. This name may be different due to ownership changes, legal name changes, or other administrative changes.

1-1 of 1 Records

CN Number	Customer Name	Customer Role(s)	Details
CN603186719	WOLFE AIRPARK CIVIC CLUB INC	OWNER	

Industry Type Codes

Code	Classification	Name
No NAICS or SIC Codes on file.		

Permits, Registrations, or Other Authorizations

There is **1** program and ID for this regulated entity.

1-1 of 1 Records

Program	ID Type	ID Number	ID Status
PUBLIC WATER SYSTEM/SUPPLY	REGISTRATION	0200409	ACTIVE

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- [Permits, Registrations](#)
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oce@tceq.texas.gov

Complaint Status

Complaint Tracking #: ② **68737**

Complaint Received Date: 12/05/2005

Number Complaining: 1

Status: ② CLOSED

Status Date: ② 01/09/2006

Nature: ② WATER SUPPLY SERVICE

Frequency: ② CURRENT

Duration: ② ESTIMATED

Media: ② WATER

Program: ② PUBLIC WATER SYSTEM/SUPPLY

Priority: ② Within 60 Calendar Days

Effect: ② GENERAL

Receiving Water Body: ②

Regulated Entity: ② WOLFE AIR PARK

County: ② BRAZORIA

Description:

Complainant claims that the system is falsifying connection information to the agency. Complainant also claims that the water supply corporation is not a legal entity.

Comment:

The system does not individually meter the connections and does not have a CCN. Now that the water supply corporation was more than 15 connection it will have to have a CCN, will have to individually meter all service connections, and have an approved rate structure for the payment of water service.

A notice of violation will be sent to the water supply corporation for these issues and a compliance schedule will be set for these issues.

Action Taken:

Mr. Barry Price met with the complainant on December 1, 2005 at 9:30 AM. The complainant showed Mr. Price the well site and told Mr. Price that he felt that the home owners association officers were elected by people who were not legally eligible to vote in the election. Therefore the Water Supply Corporation that they set up was not legal.

Mr. Price told the complainant that the issue of the home owners association vote was not a matter for the TCEQ. If he felt there was election fraud, he

Exhibit 10

needed to contact the appropriate state agency. Mr. Price counted the number of connections and it appears there are 16 connections in the subdivision and 8 connections at the air craft hangers at the end of the run way, plus 5 homes connected to the system off site.

An owner of one of the hangers told the investigator that he paid Wolfe Air Park for water service. One of the off site home owners told the investigator that the five home at the front of the park paid Wolfe Air Park for their water service.

The last investigation of the system shows on 11/02/2005 the system claimed 11 connections being served.

Mr. Van Dusen, an officer with Wolfe Air Park WSC, send an email on 12/7/05 to Mr. Price in response to a request to clarify the number of connections being served by the system. Mr. Van Dusen stated in the email that the system has 36 connections being billed, 19 connections are residences and 17 are only air craft hangers.

Mr. Price than requested an copy of the system distribution map. Mr. Van Dusen provided Mr. Price with a copy of the map, it was received on 12/27/05. Mr. Price than Called Mr. Jeff Brennan, the system operator, and made an appointment to meet with him on 1/6/06 at the system to check the well rating.

Mr. Price met with Mr. Brennan at 9:30 AM on 1/6/06 at the well site of Wolfe Air Park. Mr. Price checked the well flow and at that time found the well producing 45 GPM. The 45 GPM meets the requirement of 1 GPM per air craft hanger and 1.5 GPM per regular connection.

The system does not individually meter the connections and does not have a CCN. Now that the water supply corporation has more than 15 connections it will have to have a CCN, individual meters at all service connections, and an approved rate structure for the payment of water service.

A notice of violation will be sent to the water supply corporation for these issues.

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Air Water Waste

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oce@tceq.texas.gov

Complaint Investigation Details

Complaint Tracking #: 68737

Investigation #: 451666

Regulated Entity: WOLFE AIR PARK

Regulated Entity #: RN101230720

County: BRAZORIA

Street Address: Not available

City: Not available

Zip: Not available

Date of Investigation: 12/01/2005

Media:

WATER

Program:

PUBLIC WATER SYSTEM/SUPPLY

Notice of Violation Date: 01/09/2006

Violations:

Status	Date	Abbreviated Description	Regulation	Specific Citation
WITHDRAWN	08/20/08	Failure to possess a Certificate of Convenience and Necessity.	30 TAC Chapter 291, SubChapter G	291.101 (a)
WITHDRAWN	08/20/08	Failure by a community water system to provide accurate metering devices at each service connection to provide water usage data.	30 TAC Chapter 290, SubChapter D	290.44 (d)(4)
WITHDRAWN	08/20/08	Failure to file Tariffs.	30 TAC Chapter 291, SubChapter B	291.21 (a)

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Exhibit 11



Texas Department of Health

Robert Bernstein, M.D., F.A.C.P.
Commissioner

DIVISION OF WATER HYGIENE
1100 West 49th Street
Austin, Texas 78756-3192
(512) 458-7497

Robert A. MacLean, M.D.
Deputy Commissioner
Professional Services
Hermas L. Miller
Deputy Commissioner
Management and Administration

February 14, 1986

Mr. Frank Wolfe, Developer
Wolfe Air Park
Wolfe Air Park No. 15
Manvel, Texas 77578

Subject: Public Drinking Water Supply
Wolfe Air Park
I.D. #0200409
Brazoria County, Texas

Dear Mr. Wolfe:

I am writing in regard to your recent telephone conversation with Mr. Pope concerning the installation of individual customer meters at Wolfe Air Park.

It is understood that there is no direct charge for the water and that the subdivision has a potential of 49 connections. Section .005.(b)(3) of this Department's "Rules and Regulations for Public Water Systems" states that "systems with an ultimate development potential of 50 connections or less where no direct charge is made for the water shall be excused from this requirement". Therefore, the installation of individual meters will not be required.

Sincerely,

Larry E. Mitchell

Larry E. Mitchell, R.S.
Surveillance and Technical
Assistance Branch
Division of Water Hygiene

LEM:11

ccs: Brazoria County Health Dept.
Public Health Region 11

Exhibit "AA"

Exhibit 12

No. 23769

Wolfe Airpark Civic Club, Inc., et. al.	§	IN THE DISTRICT COURT
Plaintiffs	§	
v.	§	OF BRAZORIA COUNTY, TEXAS
	§	
Ronald C. Priddy et. al.,	§	
Defendants	§	239th JUDICIAL DISTRICT

Plaintiff's Eleventh Amended Petition

Plaintiff, Joe Walker, files this eleventh amended petition against defendant, Wolfe Airpark Civic Club, Inc., and alleges as follows:

Discovery Control Plan

1. Plaintiff intends to conduct discovery under Level 3 of Texas Rule of Civil Procedure 190.4 and affirmatively pleads that this suit is not governed by the expedited-actions process in Texas Rule of Civil Procedure 169 because plaintiff requests injunctive relief.

Relief

2. Plaintiff seeks monetary relief of \$100,000 or less and nonmonetary relief.

Parties

3. Plaintiff is an individual residing in Brazoria County, Texas.
4. Wolfe Airpark Civic Club, Inc., hereinafter called "Civic Club", is a Texas corporation doing business in Brazoria County, Texas, and whose offices are located in Brazoria County, Texas. Service is not necessary at this time.
5. Ronald Priddy and Sammy Bingham are property owners in the subdivision the subject of this suit and are already parties to this suit. Service is not necessary at this time.
6. Nancy A. Bingham, Susan Priddy, and Douglas A. McGraw and Raquel A. McGraw, individually and as Trustees for the Raquel A. McGraw Revocable Living Trust, are also property owners in said subdivision and will file a waiver of service or otherwise

Exhibit 13 50

should be ordered to stop all access to the subdivision which is in violation of the Deed Restrictions. The Civic Club should be ordered to stop any current or former Board member from tying property adjacent to the subdivision into the water system, and stop such current water usage of by such persons or entities. The Civic Club should be ordered to allow no future persons to tie into the water system unless it is to supply water to a lot within the subdivision. **Plaintiff does not seek to terminate water service to current users within the Holland Estates Subdivision.**

Count 2—Trespass

22. The Civic Club and its employee or agent, intentionally trespassed on Plaintiff's lot described above, and during the trespass intentionally, or, in the alternative, negligently, damaged his property. In the alternative, the Civic Club and its employee or agent, intentionally, or, in the alternative, negligently damaged Plaintiff's property. Such actions were a proximate cause of damages suffered by Plaintiff, which amount of damages exceed the jurisdictional limits of the Court. Because the actions of said Defendants was done wilfully, with gross negligence, and with conscious disregard for the rights of Plaintiff, or with malice, Plaintiff, in addition to actual damages, seeks punitive damages within the jurisdictional limits of the Court. Plaintiff seeks prejudgment and post judgment interest as allowed by law.

Attorney Fees

23. Plaintiff hired the undersigned law firm to represent him in this cause. He seeks judgment against the Defendants, jointly and severally, for his attorneys fees and costs as allowed by law for pretrial, trial, and for any appeals. Said attorney's fees are sought under Section 37.009, Texas Civil Practice & Remedies Code, Section 5.006, Texas Property Code, and as a part of punitive damages under common law.

Prayer

24. Wherefore, premises considered, Plaintiff prays for judgment for his actual damages, judgment for punitive damages, prejudgment and postjudgment interest as allowed by law, declaratory judgment as requested, writs of injunction as requested, costs and attorney's fees as requested, the other relief requested herein, and for such other and further relief to which he may show himself justly entitled.