



## Filing Receipt

**Received - 2022-02-17 05:05:29 PM**

**Control Number - 53075**

**ItemNumber - 412**

**WATER UTILITY TARIFF  
FOR**

Fort Davis Estates, Inc.  
(Utility Name)

201 S. Moseley Ln.  
(Business Address)

Alpine, Texas 79830  
(City, State, Zip Code)

(817)326-5998  
(Area Code/Telephone)

This tariff is effective for utility operations under the following Certificate of Convenience and Necessity:

12309

This tariff is effective in the following county:

Jeff Davis

This tariff is effective in the following cities or unincorporated towns (if any):

None

This tariff is effective in the following subdivisions or systems:

Fort Davis Estates Inc: PWS ID # 1220015

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ATTACHMENT   DROUGHT CONTINGENCY PLAN	

CCN 12309 JUN 5 '02  
APPROVED TARIFF by *[Signature]* DTR

SECTION 1.0--RATE SCHEDULE

Section 1.01--Rates

METER SIZE	Monthly Minimum Charge including <u>5,000</u> gallons	Gallonge Charge
5/8" or 3/4"	\$ _____ per month	\$ <u>1.00</u> per 1000 gallons
1"	\$ <u>10.00</u> per month	
1 1/2"	\$ _____ per month	
2"	\$ _____ per month	
3"	\$ _____ per month	
4"	\$ _____ per month	

SAME FOR ALL SIZES

Section 1.2--Miscellaneous Fees

TAP FEE.....\$ N/A.  
 Tap fee is limited to the average of the Utility's actual costs for materials and labor for standard residential connections of 5/8" or 3/4" meter

RECONNECTION FEE.....\$ 50.00  
 The reconnect fee will be charged before service can be restored to a customer who has been disconnected at a) the customer's request, b) reasons listed under Section 2.0 of this tariff, or c) reasons listed in the Commission's Substantive Rules.

LATE CHARGE  
 A one-time penalty of \$1.00 or 5.0% whichever is larger may be made on delinquent bills. The penalty on delinquent bills may not be applied to any balance to which the penalty was applied in a previous billing.

RETURNED CHECK CHARGE.....\$ 10.00

CUSTOMER DEPOSIT (Maximum \$50).....\$ 15.00

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Key to Codes  
 C--Regulation Change    D--Discontinued    I--Increase    N--New  
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 T--Change in text, but no change in regulation

TEXAS WATER COMMISSION

SECTION 2.0--SERVICE RULES AND REGULATIONS

Section 2.01--Application for Service

All applications for service will be made on the utility's standard application or contract form (attached in Appendix A to this tariff) and will be signed by the applicant before water service is provided by the utility. A separate application or contract will be made for each service at each separate location.

Section 2.02--Water Installation

After the applicant has met all the requirements, conditions and regulations for service, the utility will install a tap, meter and cut-off valve and/or take all necessary actions to initiate service. The utility shall serve each qualified applicant for service within its certified area as rapidly as is practical after accepting a completed application. The utility shall provide service in a timely manner on a non-discriminatory basis.

Service requests not involving line extensions, construction or new facilities shall be filled no later than fourteen (14) working days after a completed application has been accepted. If construction is required which cannot be completed within thirty (30) days, the utility shall provide a written explanation of the construction required and an expected date of service. Service shall be provided within thirty (30) days of the expected date, but no later than 180 days after a completed application was accepted. Failure to provide service within this time frame shall constitute refusal to serve.

Section 2.03--Refusal of Service

The utility may decline to serve an applicant until such applicant has complied with both state and municipal regulations, the approved rules and regulations of the utility on file with the Commission and for the following reasons:

1. the applicant's installation or equipment is known to be inadequate or of such character that satisfactory service cannot be given;
2. the applicant is indebted to any utility for the same kind of service as that applied for, provided, however, that in the event the indebtedness of the applicant is in dispute, the applicant shall be served upon complying with the deposit requirement of the utility; or,
3. refusal to make a deposit, if applicant is required to make a deposit by the utility.

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TWC-WUT 3/87

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D.A. APPROVED TARIFF BY *[Signature]*

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SECTION 2.0--SERVICE RULES AND REGULATIONS (CONT.)

Section 2.03--Refusal of Service (cont.)

In the event that the utility shall refuse to serve an applicant, the utility must inform the applicant of the basis of its refusal. The utility is also required to inform the applicant that it may file a complaint with the Commission.

Section 2.04--Customer Deposits

If the residential applicant cannot establish credit to the satisfaction of the utility, the applicant may be required to pay a deposit that does not exceed \$50.00 for water utility service.

The utility must keep a record of each deposit, issue a receipt for it, and pay annual interest at a rate set each calendar year by the Commission. The utility shall maintain all funds received as customer deposits in a separate, federally insured, interest bearing account and shall use such funds only for the purpose of payment of unpaid bills guaranteed by such deposits, payment of interest to depositors and refund of deposits to depositors.

The utility must automatically refund the deposit plus accrued interest:

1. if service is not connected;
2. after disconnection of service if the deposit or portion of the deposit exceeds any unpaid bills; or,
3. to any residential customer who has paid service bills for 12 consecutive months without being disconnected for nonpayment and without more than two occasions in which a bill was delinquent. The refund need not be made if payment on the current bill is delinquent.

Non-residential applicants, if unable to establish satisfactory credit, may be required to make a deposit not to exceed one-sixth (1/6) of the estimated annual billings.

Section 2.05--Meter Requirements, Readings, and Testing

All water sold by the utility shall be billed based on meter measurements. The utility shall provide, install, own and maintain meters to measure amounts of water consumed by its customers. No meter shall be placed in service unless its accuracy has been established.

One meter is required for each residential, commercial or industrial facility. An apartment building or a trailer or mobile home park may be considered to be a single commercial facility.

TEXAS WATER COMMISSION

SECTION 2.0 SERVICE RULES AND REGULATIONS (CONT.)

Section 2.05--Meter Requirements, Readings, and Testing

Service meters shall be read at monthly intervals and as nearly as possible on the corresponding day of each monthly meter reading period. If the circumstances warrant, meters may be read at other than monthly intervals.

Upon request, a customer may have his meter tested, without charge, in his presence or in that of his authorized representative, at a convenient time to the customer, but during the utility's normal working hours. A charge not to exceed \$15.00 may be assessed for an additional requested test within two years of the first test if the additional test shows the meter to be accurate.

Section 2.06--Billing

Bills from the utility shall be rendered monthly unless otherwise authorized by the Commission. Payment is considered late if not received at the utility's office or postal address within sixteen (16) days of the billing date. The postmark on the envelope of the bill or the recorded date of mailing by the utility, if there is no postmark on the envelope, shall constitute proof of the date of issuance.

A one-time penalty of \$1.00 or 5.0%, whichever is larger, may be made on delinquent bills. However, no such penalty may be collected unless a record of the date of mailing is made at the time of the mailing and maintained at the principal office of the utility.

Each bill shall show the following information (if applicable):

1. the date and reading of the meter at the beginning and at the end of the period for which the bill is rendered;
2. the number and kind of units metered;
3. the applicable rate schedule, title, or code;
4. the total amount due for water service;
5. the due date of the bill;
6. the date by which customers must pay the bill in order to avoid addition of a penalty;
7. the total amount due as penalty for nonpayment within a designated period;
8. a distinct marking to identify an estimated bill; and
9. any conversions from meter reading units to billing units from recording or other devices, or any other factors used in determining the bill.

The information required in items 1-9 above shall be arranged to allow the customer to readily compute his bill with a copy of the utility's rate schedule which shall be provided by the utility at the request of the customer.

(Water Utility Name)

SECTION 2.0 SERVICE RULES AND REGULATIONS (CONT.)

Section 2.06--Billing (cont.)

In the event of a dispute between a customer and a utility regarding any bill for utility service, the utility shall conduct an investigation and report the results to the customer. If the dispute is not resolved, the utility shall inform the customer that a complaint may be filed with the Commission.

Section 2.07--Service Disconnection

The utility is encouraged to offer a deferred payment plan to a customer who cannot pay an outstanding bill in full and is willing to pay the balance in reasonable installments. However, a customer's utility service may be disconnected if a bill has not been paid or a deferred payment agreement entered into within 26 days from the date of issuance of a bill and if proper notice has been given.

Proper notice shall consist of a separate mailing or hand delivery at least ten (10) days prior to a stated date of disconnection, with the words "termination notice" or similar language prominently displayed on the notice. The notice must also list the past due balance.

Utility service may be disconnected after proper notice for any of the following reasons:

1. failure to pay a delinquent account or to comply with a deferred payment agreement;
2. willful violation of a utility usage rule when that violation interferes with another customer's service; or,
3. failure to comply with valid deposit or guarantee arrangements.

Service may only be disconnected without notice:

1. when a known dangerous condition exists, for as long as the condition exists;
2. when service is established through meter bypassing, an unauthorized connection or unauthorized reconnection; and,
3. in instances of tampering with the utility company's meter or equipment.

A utility may not disconnect any customer for failure to pay for merchandise or service unrelated to utility service, even if the utility provides that merchandise or those services. A utility may not disconnect any customer for a previous occupant's failure to pay.

Utility personnel must be available to make collections and to reconnect service on the day of and the day after any disconnection of service unless service was disconnected at the customer's request or because of a hazardous condition.

(Water Utility Name)

SECTION 2.0 SERVICE RULES AND REGULATIONS (CONT.)

Section 2.08--Service Interruptions

The utility shall make all reasonable efforts to prevent interruptions of service. When interruptions occur, the utility shall re-establish service within the shortest possible time. Except for momentary interruptions due to automatic equipment operations, each utility shall keep a complete record of all interruptions, both emergency and scheduled.

The Commission shall be notified in writing of any service interruptions affecting the entire system or any major division of the system lasting more than four hours. The notice shall also state the cause of such interruptions.

Section 2.09--Termination of Utility Service

No utility may abandon any customer or any portion of its service area without prior written notice to affected customers and neighboring utilities and prior Commission approval.

Section 2.10--Quality of Service

Each utility must plan, furnish, and maintain production, treatment, storage, transmission, and distribution facilities of sufficient size and capacity to provide a continuous and adequate supply of water for all reasonable consumer uses. Minimum residual pressure at the consumer's meter shall be at least 20 psi during periods of peak usage and 35 psi during normal operating conditions.

The water system quantity requirements of the Texas Department of Health shall be the minimum standards for determining the sufficiency of production, treatment, storage, transmission and distribution facilities of water utilities for household usage. Additional capacity shall be provided to meet the reasonable local demand characteristics of the service area.

Each utility shall furnish water which has been approved by the Texas Department of Health. The application of Commission rules shall not relieve the utility from complying with the requirements of the laws and regulations of the State, local Department of Health, local ordinances and all other regulatory agencies having jurisdiction over such matters.

TEXAS WATER COMMISSION

8160 - C C C N 12309 OCT 18 '89

TWC-WUT 3/87

D.A. APPROVED TARIFF BY Q.C. Ah

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Ft. Davis Estates, Inc.  
(Water Utility Name)

Water Tariff Page No. 8  
Revision No.     

SECTION 2.20 SPECIFIC UTILITY SERVICE RULES AND REGULATIONS

This section contains specific utility service rules in addition to the standard rules previously listed under Section 2.0. It must be reviewed and approved by the Texas Water Commission to be effective.

ATTACHED COPY  
OF AMENDED RESTRICTIONS (page 15)

AS RECORDED IN DEED RECORDS  
OF JEFF DAVIS COUNTY, TEXAS

TO BECOME EFFECTIVE, THIS PAGE MUST BE STAMPED APPROVED BY THE  
TEXAS WATER COMMISSION

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TEXAS WATER COMMISSION

TWC-WUT 3/87

R160 - CCGN 12309 OCT 18 '89

D.A. APPROVED TARIFF BY Q. Coh

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(Water Utility Name)

SECTION 3.0--EXTENSION POLICY

Section 3.01--Standard Extension Requirements

Contributions in aid of construction shall not be required of individual residential customers for production, storage, treatment or transmission facilities.

The utility will bear the cost of the first 200 feet of water main necessary to extend service to an individual residential customer. The utility shall bear the full cost of any oversizing of water mains to serve other residential customers in the area. If the specific utility extension policy stated in Section 3.20 of this tariff requires, residential customers may be required to pay for additional main beyond the first 200 feet.

The extension policy may not be applied to requests for service where the utility already has a line in place, even though the line may be overloaded.

Individual residential customers who place a unique or non-standard service demand on the system may be charged the actual costs of any additional transmission or storage facilities required over and above the standard requirements.

If specifically stated in Section 3.20 of this tariff, developers may be required to provide contributions in aid of construction in amounts to furnish the system with facilities compliant with Texas Department of Health minimum design criteria for facilities used in the production, transmission, pumping, storage or treatment of water.

TEXAS WATER COMMISSION

R 160 - C CON 12309 OCT 18 '89

DA APPROVED TARIFF BY OC

Ft. Davis Estates, Inc.  
(Water Utility Name)

Water Tariff Page No. 10  
Revision No. \_\_\_\_\_

SECTION 3.20--SPECIFIC UTILITY EXTENSION POLICY

This section contain a specific extension policy in addition to the standard policy already stated under Section 3.0. It must be reviewed by the Texas Water Commission to be effective.

None, as all extensions and installations are complete.

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R 160 - CUCN 12309 OCT 18 '89

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DA APPROVED TARIFF BY Q. C. Ch page 10 of 14

**DROUGHT CONTINGENCY PLAN  
FOR THE  
INVESTOR OWNED UTILITY**

**FORT DAVIS ESTATES INC**  
201 S. Moseley LN.  
Alpine, TX 79830

2

CCN# 12309  
PWS #s 1220015

August 08, 2001

**Section 1 Declaration of Policy, Purpose, and Intent**

In cases of extreme drought, periods of abnormally high usage, system contamination, or extended reduction in ability to supply water due to equipment failure, temporary restrictions may be instituted to limit non-essential water usage. The purpose of the Drought Contingency Plan is to encourage customer conservation in order to maintain supply, storage, or pressure or to comply with the requirements of a court, government agency or other authority.

**Please note:** Water restriction is not a legitimate alternative if water system does not meet the Texas Natural Resource Conservation Commission's (TNRCC) capacity requirements under normal conditions or if the utility fails to take all immediate and necessary steps to replace or repair malfunctioning equipment.

I Casey Adams, being the responsible official for Fort Davis Estates Inc, request a minor tariff amendment to include the enclosed Drought Contingency Plan.

  
(Signature)


12/27/01  
(Date)

**Section 2 Public Involvement**

Opportunity for the public to provide input into the preparation of the Plan was provided by:

The meeting took place at:

Date: 8/20/01 Time: 2:00PM Location: Scott Bartons' residents

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION  
CCN 12309 JUL 03 '02  
APPROVED TARIFF BY 

### Section 3 Public Education

The Fort Davis Estates Inc will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage.

Drought plan information will be provided by:

A public meeting

### Section 4 Coordination with Regional Water Planning Groups

The service area of the Fort Davis Estates Inc is located within:  
Regional Water Planning Group (RWPG) **Region E**

Fort Davis Estates Inc has mailed a copy of this Plan to the RWPG.

### Section 5 Notice Requirements

Written notice will be provided to each customer **prior to implementation or termination of each stage of the water restriction program**. Mailed notice must be given to each customer 72 hours prior to the start of water restriction. If notice is hand delivered, the utility cannot enforce the provisions of the plan for 24 hours after notice is provided. The written notice to customers will contain the following information:

1. the date restrictions will begin,
2. the circumstances that triggered the restrictions,
3. the stages of response and explanation of the restrictions to be implemented, and,
4. an explanation of the consequences for violations.

**The utility must notify the TNRCC by telephone at (512) 239- 6020, or electronic mail at watermon@tnrcc.state.tx.us prior to implementing Stage III and must notify in writing the Public Drinking Water Section at MC - 155, P.O. Box 13087, Austin, Texas 78711-3087 within five (5) working days of implementation including a copy of the utility's restriction notice. The utility must file a status report of its restriction program with the TNRCC at the initiation and termination of mandatory water use restrictions (i.e. Stages III and IV).**

### Section 6 Violations

1. First violation - The customer will be notified by written notice of their specific violation.

RECEIVED BY TNRCC REGISTRATION COORDINATOR  
CON 12509 JUL 03 '02  
RECEIVED BY [Signature]

2. Subsequent violations:

- a. After written notice, the utility may install a flow restricting device in the line to limit the amount of water which will pass through the meter in a 24 hour period. The utility may charge the customer for the actual cost of installing and removing the flow restricting device, not to exceed \$50.00.
- a. After written notice, the utility may discontinue service at the meter for a period of seven (7) days, or until the end of the calendar month, whichever is LESS. The normal reconnect fee of the utility will apply for restoration of service.

**Section 7 Exemptions or Variances**

The utility may grant any customer an exemption or variance from the drought contingency plan for good cause **upon written request**. A customer who is refused an exemption or variance may appeal such action of the utility in writing to the Texas Natural Resource Conservation Commission. The utility will treat all customers equally concerning exemptions and variances, and shall not discriminate in granting exemptions and variances. No exemption or variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

**Section 8 Response Stages**

Unless there is an immediate and extreme reduction in water production, or other absolute necessity to declare an emergency or severe condition, the utility will initially declare Stage I restrictions. If, after a reasonable period of time, demand is not reduced enough to alleviate outages, reduce the risk of outages, or comply with restrictions required by a court, government agency or other authority, Stage II may be implemented with Stage III to follow if necessary.

**STAGE I - CUSTOMER AWARENESS**

Stage 1 will begin:

**Every April 1<sup>st</sup>, the utility will mail a public announcement to its customers.**

**No notice to TNRCC required.**

Stage 1 will end:

**Every September 30<sup>th</sup>, the utility will mail a public announcement to its customers.**

**No notice to TNRCC required.**

Utility Measures: This announcement will be designed to increase customer awareness of water conservation and encourage the most efficient use of water. A copy of the current

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

CCN 12509 JUL 03 '02

APPROVED BY *lm/ell*

public announcement on water conservation awareness shall be kept on file available for inspection by the TNRCC.

Voluntary Water Use Restrictions:

Water customers are requested to voluntarily limit the use of water for non-essential purposes and to practice water conservation.

**STAGE II - VOLUNTARY WATER CONSERVATION:**

The water utility will implement Stage 2 when any one of the selected triggers is reached:

Supply-Based Triggers

Overnight recovery rate reaches 3 ft.

Demand- or Capacity-Based Triggers

Pump hours per day 18 hrs.  
Production or distribution limitations.

**Upon initiation and termination of Stage 2, the utility will mail a public announcement to its customers. No notice to TNRCC required.**

Requirements for termination

Stage 2 of the Plan may end when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage 2, Stage 1 becomes operative.

Utility Measures:

Visually inspect lines and repair leaks on a daily basis. Monthly review of customer use records and follow-up on any that have unusually high usage.

*Describe additional measures, if any, to be implemented directly by the utility to manage limited water supplies and/or reduce water demand. Examples include: reduced or discontinued flushing of water mains, activation and use of an alternative supply source(s); use of reclaimed water for non-potable purposes.*

The second water source for Fort Davis Estates Inc is:

**Inter-connection with Fort Davis Water Supply Corporation**

TEXAS WATER RESOURCE CORPORATION

CCN 12509 JUL 03 '02

APPROVED BY *lmj/ed*

Voluntary Water Use Restrictions:

1. Restricted Hours: Outside watering is allowed daily, but only during periods specifically described in the customer notice; between 10:00 PM and 5:00 AM for example; **OR**
2. Restricted Days/Hours: Water customers are requested to voluntarily limit the irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems. Customers are requested to limit outdoor water use to **Mondays for water customers with a street address ending with the numbers 1, 2, or 3, Wednesdays for water customers with a street address ending with the numbers 4, 5, or 6, and Fridays for water customers with a street address ending with the numbers 7, 8, 9, or 0.** Irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of landscaped areas is permitted at anytime if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.
3. Other uses that waste water such as water running down the gutter.

**STAGE III - MANDATORY WATER USE RESTRICTIONS:**

The water utility will implement Stage 3 when any one of the selected triggers is reached:

Supply-Based Triggers

Overnight recovery rate reaches 6 ft.

Demand- or Capacity-Based Triggers

Pump hours per day **20** hrs.  
Production or distribution limitations.

**Upon initiation and termination of Stage 3, the utility will mail a public announcement to its customers. Notice to TNRCC required.**

Requirements for termination

Stage 3 of the Plan may end when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage 3, Stage 2 becomes operative.

APPROVED AND FORWARDED BY THE BOARD

CCN 12509 JUL 03 '02

APPROVED BY *lmj/l*



Utility Measures:

Visually inspect lines and repair leaks on a regular basis. Flushing is prohibited except for dead end mains.

*Describe additional measures, if any, to be implemented directly by the utility to manage limited water supplies and/or reduce water demand. Examples include: activation and use of an alternative supply source(s); use of reclaimed water for non-potable purposes; offering low-flow fixtures and water restrictors.*

Mandatory Water Use Restrictions: The following water use restrictions shall apply to all customers.

1. Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Mondays for water customers with a street address ending with the numbers 1, 2, or 3, Wednesdays for water customers with a street address ending with the numbers 4, 5, or 6, and Fridays for water customers with a street address ending with the numbers 7, 8, 9, or 0. Irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of landscaped areas is permitted at anytime if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.
2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rinses. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
3. Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or "jacuzzi" type pools is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight.

CLERK OF SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

CCN 12509 JUL 03 '02

APPROVED BY *hmf 25-2*

4. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
5. Use of water from hydrants or flush valves shall be limited to maintaining public health, safety, and welfare.
6. Use of water for the irrigation of golf courses, parks, and green belt areas is prohibited except by hand held hose and only on designated watering days between the hours 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight.
7. The following uses of water are defined as non-essential and are prohibited:
  - a. wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
  - b. use of water to wash down buildings or structures for purposes other than immediate fire protection;
  - c. use of water for dust control;
  - d. flushing gutters or permitting water to run or accumulate in any gutter or street;
  - e. failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
  - f. Any waste of water.

#### **STAGE IV - CRITICAL WATER USE RESTRICTIONS:**

The water utility will implement Stage 4 when any one of the selected triggers is reached:

##### Supply-Based Triggers

Overnight recovery rate reaches 9 ft.  
Supply contamination.

##### Demand- or Capacity-Based Triggers

Pump hours per day 22 hrs.  
Production or distribution limitations.

**Upon initiation and termination of Stage 4, the utility will mail a public announcement to its customers. Notice to TNRCC required.**

CON 12509 JUL 23 '01  
[Handwritten signature]

Requirements for termination :

Stage 4 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage 4, Stage 3 becomes operative.

Operational Measures:

The utility shall visually inspect lines and repair leaks on a daily basis. Flushing is prohibited except for dead end mains and only between the hours of 9:00 p.m. and 3:00 a.m.. Emergency interconnects or alternative supply arrangements shall be initiated. All meters shall be read as often as necessary to insure compliance with this program for the benefit of all the customers. *Describe additional measures, if any, to be implemented directly to manage limited water supplies and/or reduce water demand.*

Mandatory Water Use Restrictions: All outdoor use of water is prohibited.

1. Irrigation of landscaped areas is absolutely prohibited.
2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.

CCN 12309 JUL 13 10  
BY *lmj*

THE STATE OF TEXAS )  
 ) KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF JEFF DAVIS )

AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS

WHEREAS, it is the desire of FORT DAVIS ESTATES, to establish a uniform plan for the development, improvement, and sale of its property and to insure the preservation of such uniform plan for the benefit of itself as well as its successors and any future owners of the property;

NOW, THEREFORE, FORT DAVIS ESTATES, a Texas General Partnership, does hereby adopt and impress the following restrictions, covenants and conditions upon the following described real property owned by Fort Davis Estates, to-wit:

See Exhibit A attached hereto and incorporated herein for all purposes.

and the real property described within Exhibit "A" is and shall be held, transferred, sold, conveyed and occupied subject to the restrictions, covenants, and conditions hereinafter set forth which shall amend and supersede those certain Restrictions, Covenants and Conditions adopted for said property on June 2, 1987, and filed for record at Volume 128, Page 515, Deed Records of Jeff Davis County, Texas.

1. Purpose and Extent of Reservations, Restrictions, Covenants, Conditions and Easements.

These reservations, restrictions, covenants, conditions and easements as set forth herein are established for the purpose set forth above and for the benefit of FORT DAVIS ESTATES, its successors and assigns, and any future owners of said real property. Said reservations, restrictions, covenants, conditions and easements shall, as hereafter provided, be construed as covenants running with the land and binding upon FORT DAVIS ESTATES, its successors and assigns, and any Grantee, and his (or her or its or their) heirs, successors, executors, administrators, and assigns as provided herein, including without limitation any subsequent owner of the Real Property conveyed hereunder.

2. Definitions.

Construing these provisions, the following words shall have the following meanings:

(a) "Grantor" shall mean and refer to FORT DAVIS ESTATES, its successors and assigns.

(b) "Grantee" shall mean and refer to any Grantee of any real property within the premises described in Exhibit "A"; and said Grantee's heirs, successors, executors, administrators, and assigns, including, without limitation, any subsequent owner of the real property conveyed hereunder.

(c) "Common Areas" shall mean: (1) all existing roads on the Real Property as hereinafter defined, whether or not formally dedicated to public use; (2) any easements reserved herein; (3) any roads or easements subsequently and expressly created or reserved by Grantor in deeds to any subsequent Grantee; (4) the implied easement of ingress and egress of any subsequent Grantee; and (5) any other real property owned by Grantor which shall be hereafter dedicated for

public use or as common areas. Provided, however, that nothing contained herein shall permit the creation of "Common Areas" as defined by subparagraph (3) through (5) inclusive, on any of the Real Property as hereinafter defined without the express written consent of Grantor or its successors or assigns.

(d) "Real Property" shall mean and refer to any lot, tract, or parcel of land within the premises described in Exhibit "A".

(e) "Owner" shall mean and refer to the Grantee or person or persons, entity or entities, who either own a record fee simple title to any real property, or have entered as an original party, successor or assign, into a contract of purchase and sale for any real property with Grantor; the term "Owner" shall exclude any person or persons, entity or entities having an interest in any real property merely as security for the performance of an obligation, unless said security interest shall be foreclosed and said person or entity shall become the record owner of the real property thereby.

(f) "Residence" shall mean and refer to any permanent structure erected on a lot for use as a single family dwelling.

3. Applicability of Restrictions.

The reservations, restrictions, covenants, conditions and easements contained herein shall apply only to the Real Property covered hereby.

4. Dedication of Common Areas.

Any streets, roads, and other common areas as defined herein, and described in this deed are dedicated to the use of Grantor and persons purchasing other real property from or through Grantor. Any utility easements described in this instrument are dedicated subject to the reservations hereinafter set forth. SAVE AND EXCEPT, however, that Grantor does not dedicate to the public any streets, boulevards or other roadways connecting the subdivision to other areas. Grantor further reserves the right to drill water wells, if necessary, on said common areas.

5. Reservations; Easements and Utilities.

There is hereby reserved by Grantor a utility easement around the entire boundary of the Real Property, said reservation being for the benefit of any public or utility company operating in Jeff Davis County, Texas, as well as for the benefit of Grantor and subsequent Grantees of Real Property from Grantor, to permit or allow for the construction, repair, maintenance and operation of a system or systems of electric power, telephone lines, television cable lines, gas, water, sanitary sewers, storm sewers, and any other utility or service which the Grantor may find necessary or proper to provide to any Grantee. This easement shall not be less than thirty feet (30') in width, and shall extend fifteen feet (15') on either side of the boundary of the Real Property. Additionally, said easement shall extend anywhere else under the Real Property where there is a necessity for access for the aforesaid purposes. Nothing contained herein shall be construed as imposing upon Grantor an obligation to provide any such utilities or services. Furthermore, the right to sell, lease or otherwise negotiate as to such lines, utilities, or other facilities for the providing of services by any municipality, governmental agency, or other utility company is hereby expressly reserved by Grantor.

6. Duration of Restrictions.

The provisions hereof, including the reservations, restrictions, covenants, conditions and easements herein set forth shall run with the land and shall be binding upon any and all Grantees, their successors and assigns, and all persons or parties claiming under him or them for a period of ten (10) years from the date hereof, at which time all such provisions shall automatically be extended for successive periods of ten (10) years each, unless prior to the expiration of such first period of ten (10) years, the Grantor and Grantees (or successors and assigns of each) shall have executed and recorded an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative at the expiration of the first ten (10) year period in which such instrument is executed and recorded. The restrictions may be amended, as above stated, with the consent of ninety percent (90%) of the lot owners at the end of the first ten (10) year period, and by seventy-five percent (75%) of the lot owners at the end of any successive ten (10) year period.

7. Enforcement of Restrictions.

In the event of any violations, or attempted violations, of any of the provisions hereof, including any of the reservations, restrictions, covenants, conditions and easements herein contained, enforcement shall be authorized by any proceedings at law or in equity against any person or persons violating or attempting to violate any of these provisions, including proceedings to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with these provisions; and it shall not be a prerequisite to granting of such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce these provisions may recover such damages as such person has sustained by reason of the violation of these provisions. Grantee (its, her, his or their successors and assigns) hereby consents to the aforementioned remedies provided to Grantor (its successors or assigns). It shall be lawful for the Grantor, or any other Grantee from Grantor of other real property who is expressly designated as a third party beneficiary of the terms and conditions hereof, to prosecute any proceedings at law or in equity against the person or persons violating, or attempting to violate, any of these provisions.

8. Partial Invalidity of Restrictions.

In the event that any portion of the provisions herein shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provisions hereof which were not thereby held invalid; and such other provisions, including restrictions, reservations, covenants, conditions, and easements shall remain in full force and effect, binding in accordance with their terms.

9. Effect of Violation on Mortgagees.

No violation of the provisions herein contained, or any portion thereof, shall affect, or otherwise impair the lien of any mortgage or deed of trust presently or hereafter placed of record with respect to the property or otherwise affect the rights of the mortgagee under such mortgage or deed of trust; any such mortgage, lien or deed of trust, may nevertheless be enforced in accordance with its terms and provisions.

10. Land Use and Building Type.

The property shall be used for residential purposes only, and only one detached single family dwelling shall be constructed on any one lot. No commercial activity of any kind shall be conducted on or from any of said lots, except that a lot owner may from time to time rent his home to another for residential purposes.

11. Construction of Buildings and Other Structures.

All buildings and structures on the Real Property shall be architecturally in harmony with the primary residential buildings, and subject to prior approval by the Architectural Control Committee. No tent, house trailer, single- or double-wide mobile home, or other temporary structure of any kind may be placed, constructed or maintained on any of said Real Property except as temporarily ancillary to a construction project on said Real Property. High quality pre-built construction shall be acceptable subject to the prior approval of the above-named committee. Buildings shall be constructed of cured redwood or cedar materials, or with brick or masonry veneer over at least seventy-five percent of the facade, or of adobe materials, all subject to the approval of the above-named Committee. In conjunction with the occupancy of a family dwelling, it shall not be considered a violation of these restrictions to park an unoccupied self-propelled recreational vehicle on a lot for short term periods. It is further provided that any construction material having a life of less than twenty-five (25) years shall not be utilized in the construction of any improvement on the Real Property.

12. Building Size.

In no event shall any residence be erected on any part of said Real Property having a living area of less than 1,200 square feet, exclusive of porches, garages or other appendages.

13. Architectural Control.

No building shall be erected, placed, or altered on any lot until the construction plans and a diagram showing the location of the structures have been approved by the Architectural Control Committee as to general compatibility of external design with existing structures, as to external conformance to overall development quality standards, and as to location with respect to topography and finish grade elevation.

14. Architectural Control Committee, Membership and Procedure.

The initial Architectural Control Committee is composed of J. W. EVANS, JEAN ANNE FORT, and KIMBALL MILLER. A majority of the Committee may elect successors, in event of resignation or vacancy, or designate a representative to act for it at any time or for any period. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor; a resignation is effective when given in writing to the remaining Committee members. Neither the members of the Committee, or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such Committee and of its designated representative and requirement of this covenant shall cease on and after twenty (20) years from date of this instrument. Notwithstanding the above conditions, at the point in time that Grantor no longer owns a majority of the number of lots in this subdivision, the Grantor shall arrange for an election by all the then record owners, excluding Grantor, of the lots in this subdivision. The lot owners, in such elec-

tion, shall have the power through a duly recorded instrument to select new Committee members who are persons, other than Grantor, owning lots in the subdivision, and to extend the period during which the Committee shall exercise the powers and duties herein defined. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event this Committee, or its designated representative, fails to approve or disapprove within sixty (60) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. There shall be no review of any action of the Architectural Control Committee except by procedures for injunctive relief when such action is patently arbitrary and capricious; and under no circumstances shall such committee be subject to any suit by anyone for damages.

15. Setback Requirements and Fencing.

No building or other structure shall be erected within fifty feet (50') from the boundary or property lines of the Real Property. Fifteen feet (15') of said fifty feet (50') shall be designated as an easement for utility purposes. This building line restriction may be waived in the event mountainous terrain is encountered and it is impractical to comply therewith. There shall be no restrictions on the Grantee's right to fence all or any part of his Real Property; SAVE AND EXCEPT, that in the event any Grantee shall fence any portion of any easement, Grantor, its successors and assigns, and any utility company, shall have the absolute right to enter into such easement for the purpose of egress and ingress for the maintenance of any utility lines placed thereon. The Grantor, its successors and assigns shall have no liability for any damage to said fence. Provided, however, that any such fencing shall be at least a standard barb wire fence type, normally utilized by farmers and ranchers in the area with four-inch (4") cedar posts, no more than twenty feet (20') apart, and two (2) stays between posts constructed so as not to sag or hang limp, and in no event higher than six feet (6'). Said fencing may also be of better quality.

16. Right to Maintain Certain Farm or Ranch Animals.

It is expressly understood and agreed that the Grantee may keep horses, burros, and all animals part of any F.F.A. or 4-H project; however, swine shall be specifically prohibited. Any such animal kept by Grantee shall be subject to a duty of confinement by fencing by Grantee, so as to prevent any trespass upon the property of any other landowner. The Grantee agrees to be solely responsible for any damage done by animals kept by him. Furthermore, the ownership of any such animals shall be subject to the Grantee maintaining sanitary conditions with respect to the property. No restrictions herein shall be construed to prevent the maintaining of cats, dogs, or other domestic pets in reasonable numbers normally connected with a family residence if said animals are confined to the property of the owner. In no event shall there be more than five (5) animals of any kind kept on Grantee's Real Property.

17. Firearms Restrictions.

No discharge of firearms and/or hunting shall be permitted anywhere on the Real Property.

18. Trash and Garbage.

No trash, garbage, construction debris or other refuse may be dumped or disposed of or allowed to remain upon any part of the Real Property, vacant or otherwise. No building materials



of any kind or character shall be placed or stored upon the Real Property until the Grantee is ready to commence improvements, and then such materials shall be placed within the property lines of Grantee's property. No noxious or undesirable things or use whatsoever shall be permitted on any Real Property. Any and all trash and/or garbage shall be kept in sealed containers and in sanitary conditions, and is Grantee's responsibility.

19. Sanitation and Sewage.

No outside toilets will be permitted, and no installation of any kind for disposal of sewage shall be allowed which would result in raw, treated or untreated sewage or septic tank drainage on or into the surface, subsurface, alleys, ditches, or water bodies. Any septic tank or sewage disposal system shall meet all standards of any federal, state, county, or municipal regulatory authority entitled by law to approve, regulate, or supervise same, and the latter shall be the sole responsibility of Grantee. All federal, state, county, and municipal (if any) health and sanitation statutes, rules ordinances or regulations must be complied with at all times. An open or closed cesspool shall not be permitted.

20. Water Wells.

Grantee shall have the right to drill water wells on the Real Property owned by the Grantee.

21. Signs.

No sign or advertising device may be displayed by Grantee on the Real Property except in the event of sale. There may be one (1) "FOR SALE" sign containing no more than ten (10) square feet in area displayed on the Real Property owned by any Grantee at any one time. The Grantor is excepted from this restriction.

22. Subdividing.

The Real Property, as that term is defined herein, may not be resubdivided by the Grantee, his successors or assigns.

23. Maintenance of Roads.

Grantor shall be under no obligation to maintain the roads or easements for the purpose of ingress and egress. Grantee acknowledges and recognizes that a portion of the Real Property may underlie the roads and easements retained in connection herewith if any, and does hereby acknowledge that such road easement exists over and upon the Real Property.

24. Restrictions on Interruption of Natural Drainage.

Grantee shall not be permitted to erect any improvements or make any alterations in the natural terrain of the property so as to cause an impounding of water or otherwise alter the natural flow of water upon the property. As an exception, Grantee shall be permitted to lay earthworks and foundation for a residence and normal yard landscaping, which may cause some such impounding or alteration of water flow. Nothing contained herein shall be construed as preventing Grantee from diverting water from its natural flow in order to prevent damage to Grantee's realty or improvements.

25. Easement for the Purpose of Ingress and Egress.

Grantor does hereby acknowledge the implied easement for the purpose of ingress and egress for the benefit of Grantees

herein, SAVE AND EXCEPT as restricted by the dedication of the common area as shown in paragraph "4" above.

26. Lighting Restrictions.

General outside lighting used in connection with the occupancy of a residence shall be kept at a minimum required for safety and security. All lighting shall comply with standards set by ordinance of the Jeff Davis County Commissioner's Court. There shall be no excessive lights and there shall be no sirens, bells or other noise making devices.

27. Orchards.

Notwithstanding anything to the contrary contained herein, the operation or development of an orchard or garden shall not be considered to be a commercial use as defined in these restrictions.

28. Motor Bikes.

Motor bikes and motorcycles are permitted on dedicated roads and common areas. There shall be a maximum speed limit of twenty (20) miles per hour, and no racing or speeding shall be permitted.

29. Commercial Areas.

Grantor reserves the right in the plat and dedication of any adjacent property to designate an area or areas to be designated as commercial area or areas.

EXECUTED this 7th day of October, 1987.

FORT DAVIS ESTATES

By: J. W. Evans  
J. W. EVANS, Partner

THE STATE OF TEXAS )  
COUNTY OF JEFF DAVIS )

BEFORE ME, the undersigned authority, on this day personally appeared J. W. EVANS, known to me to be the person and partner whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of FORT DAVIS ESTATES, a Texas general partnership of which s/he is a partner, for the purposes and consideration expressed and in the capacity stated therein, and that s/he was authorized to do so.

SUBSCRIBED AND SWORN TO this 7th day of October, 1987.

Nancy Allen Hemphill  
NANCY ALLEN WEMPHILL  
Notary Public in and for  
The State of Texas

My commission expires: 6/4/88

FILMED  
MAR 5 1990