

**WILLIAMSON-TRAVIS COUNTIES
MUNICIPAL UTILITY DISTRICT NO. 1
RULES GOVERNING VIOLATIONS OF DEED RESTRICTIONS**

These Rules Governing Violations of Deed Restrictions (“Rules”), as amended from time to time, will govern deed restrictions violations within Williamson-Travis Counties Municipal Utility District No. 1 (the “District”), the enforcement of these Rules; and the penalties for violations hereof. These Rules hereby supersede that prior Resolution Adopting Amended and Restated Rules Relating to Enforcement of Restrictive Covenants adopted by the District on the 17th day of September, 1992, and thereafter amended on August 21, 2002.

I. DEFINITIONS

As used in these Rules, the following terms will have the meanings indicated:

A. “Deed Restriction Committee” shall mean the committee or subcommittee appointed by the President of the Board of Directors of the District from time to time to hear and decide appeals of fines assessed pursuant to these Rules.

B. “District” shall mean Williamson-Travis Counties Municipal Utility District No. 1.

C. “District’s General Manager” shall mean the person or entity hired from time to time, by the District to perform general management services for the District, which at present is Severn Trent Environmental Services Company.

D. "First Major Violation" shall mean a Major Violation of a Restriction within the District by a Violator who has not been previously sued by the District to enforce that same Restriction and who has not committed a violation of that same Restriction within the 12-month period immediately preceding the current violation.

E. "First Minor Violation" shall mean a Minor Violation of a Restriction within the District by a Violator who has not been previously sued by the District to enforce that same Restriction and who has not been sent a notice from the District's General Manager pursuant to subsection II(A)(1)(b) below in the 12-month immediately preceding the current violation, and shall exclude Second Minor Violations, and Third and Subsequent Minor Violations.

F. "Minor Violation" shall include Minor Violations of Restrictions on property within the District concerning antennae, fences, garbage and refuse, noise, nuisances, signs, unsightly articles, vehicles and yard and landscape maintenance. In addition, Minor Violation shall include all violations of Restrictions within the District that are deemed by the District's General Manager to be Minor Violations pursuant to Section II below.

G. "Major Violation" shall include violations of Restrictions on property within the District concerning land use and building types, architectural control and construction approvals, dwelling size, easements and setbacks, hazardous activities, livestock and poultry, exterior maintenance, alteration or removal of structural

improvements other than painting, masonry, oil and mining operations, subdividing and temporary structures. In addition, Major Violation shall include all violations of Restrictions within the District that are deemed by the District's General Manager to be Major Violations pursuant to Section II below.

H. "Painting Violation" shall include violations of Restrictions on property within the District concerning the proper maintenance of the exterior painted or stained surfaces of a structure and shall include unacceptable or unapproved colors of paint.

I. "Restriction" shall have the same meaning herein as given to that term in Section 54.237, Texas Water Code, which is a limitation on the use of real property that is established or incorporated in properly recorded covenants, property restrictions, plats, plans, deeds or other instruments affecting real property in a district and that has not been abandoned, waived, or properly rescinded.

J. "Second and Subsequent Major Violations" shall mean Major Violations of Restrictions within the District by Violators that were previously sued by the District to enforce that same Restriction and all violations of Restrictions where the Violator was sent a notice by the District's General Manager regarding a First Major Violation or a notice regarding a Second and Subsequent Major Violation, of the same Restriction within the 12-month period immediately preceding the current violation.

K. "Second Minor Violation" shall mean Minor Violations of a Restriction within the District by a Violator that was previously sued by the District to enforce that

same Restriction and violations by Violators who have previously violated that same Restriction within the 12-month period immediately preceding the current violation.

L. "Third and Subsequent Minor Violations" shall mean Minor Violations of a Restriction within the District by Violators who were previously sent a notice by the District's General Manager regarding a Second Minor Violation of the same Restriction within the 12-month period immediately preceding the current violation.

M. "Violator" shall mean a person or entity determined by the District or the District's General Manager to be violating a Restriction within the District or whose tenants, employees, agents, guests, builders, family members or invitees have been determined by the District or the District's General Manager to be violating a Restriction on property within the District.

II. FINES FOR VIOLATION OF DEED RESTRICTIONS

The Board of Directors of the District finds that enforcement of deed restrictions is necessary to sustain taxable property values in the District. If the District or the District's General Manager determines that a person or entity is violating a Restriction on property within the District, notices shall be provided to the Violator and fines shall be assessed against the Violator as set forth below. Any violations of Restrictions within the District that are not encompassed in the foregoing definition of Major Violations, Minor Violations or Painting Violations, shall be categorized as Major Violations or Minor Violations by the District's General Manager, subject to appeal to the deed

Restriction Committee pursuant to Section III of these Rules. The remedies provided in these Rules shall not be exclusive and the District shall also have the right to sue any Violator to enforce Restriction seeking therein injunctive relief, damages and any other remedy available under the law.

A. Minor Violations:

1. First Minor Violation:

(a). For First Minor Violations of a Restriction, where the Violator has not been sent a notice from the District's General Manager pursuant to this subsection in the 12-month period immediately preceding the current violation, the District's General Manager shall send a written notice to the Violator requesting that the violation be fully corrected within ten (10) days from the date of the notice. This notice shall be mailed by First Class U.S. mail to the Violator at the Violator's most recent address, according to the District's records. If the Violator was sent a notice from the General Manager pursuant to this subsection for violation of the same Restriction, within the 12-month period immediately preceding the current violation, then the notice required by Section II (A)(1)(b) shall be sent instead of the foregoing notice.

(b). If the violation is not fully corrected within the ten (10) day period described in Section II(A)(1)(a) above, then District's General Manager shall send a final demand letter to the Violator advising that if the violation is not fully corrected within ten (10) days from the date of the final demand letter, that a \$10 per day fine will

be imposed upon the Violator, and that such fine shall be billed to the Violator on the Violator's water bill and due and payable at the same time the water bill is due and payable. If full compliance is not made by the deadline above, the fines as stated herein shall be imposed. The final demand letter shall also advise that if the fine is not paid when due, that water service will be terminated at the Violator's property. The final demand letter sent by the District's General Manager as provided herein shall be sent by certified mail, return receipt requested, by First Class U.S. mail and placed at or on the front door of or hand-delivered to the Violator's property, at the most current address for the Violator, according to the District's records. The final demand letter shall also notify the Violator of the right to appeal the fine in accordance with Section III below.

2. Second Minor Violation: For Second Minor Violations of a Restriction, the fines stated herein shall be immediately imposed and the District's General Manager shall send a letter to the Violator advising that a \$10 per day fine is being assessed and that such fine shall be billed to the Violator on the Violator's water bill and due and payable at the same time the water bill is due and payable. The letter shall also advise that if the fine is not paid when due, that water service will be terminated at the Violator's property. The letter sent by the District's General Manager as provided herein shall be sent by certified mail, return receipt requested, by First Class U.S. mail and placed at or on the front door of or hand-delivered to the Violator's property, at the most current address for the Violator, according to the District's

records. The letter shall also notify the Violator of the right to appeal the fine in accordance with Section III below.

3. Third and Subsequent Minor Violations: For Third and Subsequent Minor Violations of a Restriction, the procedures for imposing a fine and providing notices to the Violator shall be the same as those provided in Section II(A)(2), except that the fines shall be \$15 per day.

B. Major Violations:

1. First Major Violation: For First Major Violations of a Restriction, the District's General Manager shall send a written notice to the Violator requesting that the violation be fully corrected within fifteen (15) days from the date of the notice. This notice shall be mailed by First Class U.S. mail to the Violator at the Violator's most recent address, according to the District's records. If the violation is not fully corrected within that fifteen (15) day period, then District's General Manager shall send a final demand letter to the Violator advising that if the violation is not fully corrected within fifteen (15) days from the date of the final demand letter, that a \$100 fine will be imposed upon the Violator, that an additional \$25 fine shall be assessed each and every day until the violation is fully corrected, and that such fine shall be billed to the Violator on the Violator's water bill and due and payable at the same time the water bill is due and payable. If full compliance is not made by the deadline above, the fines as stated herein shall be imposed. The final demand letter shall also advise that if the fine is not

paid when due, that water service will be terminated at the Violator's property. The final demand letter sent by the District's General Manager as provided herein shall be sent by certified mail, return receipt requested, by First Class U.S. mail and placed at or on the front door of or hand-delivered to the Violator's property, at the most current address for the Violator, according to the District's records. The final demand letter shall also notify the Violator of the right to appeal the fine in accordance with Section III below.

2. Second and Subsequent Major Violations: For Second and Subsequent Major Violations of a Restriction, the fines stated herein shall be immediately imposed and the District's General Manager shall send a letter to the Violator advising that a \$100 fine has been assessed and that so long as the violation is not fully corrected an additional \$25 fine shall be assessed each and every day until the violation is fully corrected, and that such fine shall be billed to the Violator on the Violator's water bill and due and payable at the same time the water bill is due and payable. The letter shall also advise that if the fine is not paid when due, that water service will be terminated at the Violator's property. The letter sent by the District's General Manager as provided herein shall be sent by certified mail, return receipt requested, by First Class U.S. mail and placed at or on the front door of or hand-delivered to the Violator's property, at the most current address for the Violator, according to the District's records. The letter shall also notify the Violator of the right to appeal the fine in accordance with Section III below.

C. Painting Violations: The Board of Directors of the District has previously sent numerous written notices to persons owning property within the District regarding the need to paint the exterior of their homes. The Board of Directors of the District has determined that voluntary compliance has not been significant and has determined that these Rules should provide for the imposition of fines against such Violators and that such Violators shall receive the notices provided in this subsection. The District's General Manager shall compile a list of all Painting Violations within the District including those previously noticed and shall send a written request for compliance to all Violators committing Painting Violations within the District asking such Violators to comply with the Restrictions and properly paint the exterior of their homes or structures within ninety (90) days of the date of the request for compliance. If the Violator committing a Painting Violation does not appear before the Deed Restriction Committee or if the Deed Restriction Committee does not approve of the plan and timetable proposed by the Violator, then the Painting Violations must be corrected within ninety (90) days of the original compliance request by the District's General Manager, and if the Painting Violations are not fully corrected by that deadline, then a fine of \$10 per day shall be assessed against the Violator until the Painting Violations are fully corrected. When the Violator is a customer of the District the fine shall be billed to the Violator on the Violator's water bill and due and payable at the same time the water bill is due and payable. If the fine is not paid when due, water service will be terminated at

the Violator's property, and late charges will be assessed, in accordance with the District's rules on termination of service and assessment of late charges on delinquent accounts for services, as set forth in the District's Rate Order, as amended from time to time. If the property at which the violation occurs is rented, the fine of \$10 per day shall be assessed against the owner of the property until the Painting Violations are fully corrected. If the fine is not paid when due, when the customer at that property discontinues service, no new service will be provided to that property until the Painting Violations are fully corrected, the fine is paid in full, and all amounts owed to the District by the owner are paid in full. The customer residing at the property at which the violation occurs is presumed to be the owner of that property. The customer may present evidence satisfactory to the District's General Manager showing that the customer is not the owner of that property.

D. Unauthorized Signs. The District's General Manager is authorized and directed to remove and store all unauthorized signs. The cost of removal and storage shall be assessed as a fine against the person who placed the sign. The fine shall be billed and collected, and water service may be terminated, in the manner set forth in paragraph III.B.4. of these Rules Governing Violations of Deed Restrictions.

III. Enforcement of Rules: Penalties, Appeals and Termination of Service

A. Enforcement.

1. These Rules may be enforced to the fullest extent permitted by Chapters 49 and 54, Texas Water Code.

B. Penalties.

1. Fines for Violations of Restrictions shall be as stated in Section II of these Rules and shall be imposed in the amounts stated in that Section.

2. The procedure for imposing fines shall be as required by Section II of these Rules.

3. Appeals. Any Violator assessed a fine pursuant to these Rules, may appeal the fine or the classification of the Violation to the Deed Restriction Committee, by either filing a written appeal with the District's General Manager prior to the date set for compliance in the demand letter to the Violator from the District's General Manager, or by personally appearing at a meeting of the Deed Restriction Committee and requesting orally an appeal prior to the date set for compliance in the demand letter to the Violator from the District's General Manager. All appeals will be heard by the Deed Restriction Committee and all decisions by the Deed Restriction Committee to grant or deny an appeal must be made by unanimous vote. By unanimous vote, the Deed Restriction Committee may deny or grant an appeal of a fine assessed under these Rules. In the case of a denial by the Deed Restriction Committee, the assessment of the fine

shall be final and the amount of the fine shall be a charge by the District to the Violator, placed on the Violator's bill for water service and made due and payable when the bill for water service is due and payable. If an appeal is granted by the Deed Restriction Committee, then the Deed Restriction Committee shall announce its decision at the same meeting wherein the appeal was considered and shall include in its announcement a statement on whether or not the fine has been canceled or reduced and the amount of the remaining fine. To the extent any fine remains after granting of an appeal, such amount remaining shall be a charge by the District to the Violator, placed on the Violator's bill for water service and shall be due and payable at the same time the bill for water service is due and payable. All unanimous decisions by the Deed Restriction Committee shall be final. If the decision of the Deed Restriction Committee is not unanimous, the appeal shall be scheduled for consideration by the Board of Directors of the District, at its next regularly scheduled meeting. Decisions by the Board of Directors on such appeals will be made by a majority vote of the Directors present at such meeting. If such appeal is denied by the Board of Directors, the assessment of the fine shall be final and the amount of the fine shall be charged by the District to the Violator, placed on the Violator's bill for water service and made due and payable when the bill for water service is made due and payable. If an appeal is granted by the Board of Directors, then the Board of Directors shall announce its decision at the same meeting wherein the appeal was considered by the Board of Directors and shall include in its announcement


a statement on whether or not the fine has been canceled or reduced and the amount of the remaining fine. To the extent any fine remains after granting of an appeal, such amount remaining shall be a charge by the District to the Violator, placed on the Violator's bill for water service and shall be due and payable at the same time the bill for water service is due and payable.

4. Due Dates, Termination of Service. All fines shall be billed to the Violator on the Violator's water bill and due and payable at the same time the water bill is due and payable. If the fine is not paid when due, water service shall be terminated at the Violator's property, and late charges will be assessed, in accordance with the District's rules on termination of service and assessment of late charges on delinquent accounts for services, as set forth in the District's Rate Order, as amended from time to time, unless an appeal in accordance with Section III(B)(3) is pending. If a Violator no longer receives water service from the District, or has never received water service from the District, then the District's General Manager shall send a separate written notice and invoice to such Violator stating the amount of the fine and providing for fifteen (15) days in which the amount must be paid. If the fine is not paid within that period of time, then the District's General Manager will advise the Board of Directors so that further action can be considered to collect the unpaid fine. To the extent that the Violator no longer has water service from the District but a deposit remains with the District for service, then the District's General Manager shall apply the remaining

deposit to the unpaid fine prior to refunding any deposit to the Violator.

ADOPTED December 17, 2003.

**WILLIAMSON-TRAVIS COUNTIES
MUNICIPAL UTILITY DISTRICT NO. 1**

By: 
Barry Hawk, President
Board of Directors

ATTEST:


James Manning, Secretary
Board of Directors

WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO. 1

**THE TEXT OF THE MOTIONS SET FORTH BELOW
SHALL BE APPENDED TO THE RULES GOVERNING VIOLATIONS
OF DEED RESTRICTIONS**

The following motions were approved by the Board of Directors of Williamson-Travis Counties MUD No. 1 at its regular meeting on August 16, 2006:

**MOTION REGARDING ENFORCEMENT OF NON SPECIFIC PROVISIONS OF THE
DEED RESTRICTIONS**

Enforcement of non-specific provisions of the Deed Restrictions will be limited to:

- 1) Specific conditions stated within the non-specific provisions of Deed Restrictions (e.g. as found in the "Unsightly Articles" provisions) ; and,
- 2) Rulings and clarifications issued by the responsible ACC.

For example:

Unless otherwise provided for in the Deed Restrictions or by a responsible ACC there will no longer be any issuance of violation notices for:

- 1) Weed Control of lawns.
- 2) Fertilizer needs of lawns
- 3) Xeriscape landscaping
- 4) Fence Heights

Any conditions found by the Deed Restriction Inspector which, in the opinion of the Inspector are so egregious as to merit consideration for violation status will be referred to the responsible ACC for a ruling.

**MOTION REGARDING THE AUTHORITY OF THE MANAGER TO DETERMINE
WHETHER CONDITIONS ARE VIOLATIONS**

It shall be understood that the authority of the Manager to "deem" a condition as being a violation, as provided for in the "Rules Governing Violations of Deed Restrictions, shall be limited to specific and explicit conditions and provisions stated in the Deed Restrictions and specific conditions stated in rulings and clarifications, issued by the responsible ACC.

Any conditions found by the Deed Restriction Inspector which, in the opinion of the Manager are so egregious as to merit consideration for violation status will be referred to the responsible ACC for a ruling.

WILLIAMSON-TRAVIS COUNTIES MUD NO. 1

TO BE APPENDED TO THE DISTRICT'S RULES FOR ENFORCEMENT OF DEED RESTRICTIONS:

On November 30, 2006, at a Special Board Meeting, the Board of Directors approved the following motion:

That a statement be appended to the District Rules for Enforcement of Deed Restrictions which states that the District intends to send "Friendly Letters" for deed restriction violations prior to sending the formal letters currently required by the District Rules, that one "Friendly Letter" per category of violation will be sent within a rolling 12-month period, that a second "Friendly Letter" will be sent after expiration of that rolling 12-month period, and the Deed Restriction Committee reserves the right to and has the authority to, at any time, to direct the Management Company to accelerate the enforcement process to the formal letter stage or to bring any deed restriction violation to the Board for consideration of additional legal action, which may include instituting litigation.