

RULES AND REGULATIONS

OF

FRANKLIN COUNTY WATER DISTRICT

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Amended July 2010
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Amended August 2012
Amended July 2013
Amended February 2014

**RULES AND REGULATIONS
OF
FRANKLIN COUNTY WATER DISTRICT**

WHEREAS, the FRANKLIN COUNTY WATER DISTRICT was created by certain enabling legislation pursuant to Article XVI, Sec. 59 of the Texas Constitution for the purposes of protecting the water-shed of Lake Cypress Springs and the water impounded therein; and

WHEREAS, the Board of Directors of the District has determined that the incidental use of certain designated areas of the Lake by the general public for development and recreational activities will not conflict with the operation and maintenance of the reservoir for its primary purpose of water supply and conservation; and

WHEREAS, the Board has further determined that the following Rules and Regulations are in the best interest of the District and all persons who may be entitled or permitted to utilize the Lake or the property owned by the District.

NOW, THEREFORE, in consideration of the foregoing premises, the Board does hereby promulgate the following Rules and Regulations for public safety and welfare; and

FURTHER, declares that such Rules and Regulations shall be applicable to the waters of Lake Cypress Springs and all property adjacent thereto or in the vicinity thereof owned, controlled or supervised by the District; and

FURTHER, declares that such Rules and Regulations may be enforced by the District or any certified peace officer in the State of Texas.

DEFINITIONS

For the purposes of these Rules and Regulations, the following terms shall have these meanings:

“**Accessory Building**” means a permanent, detached subordinate building arranged and designed for a use which is clearly incidental to that of the main building or to the use of the land, provided that a trailer or mobile home shall never be construed to be an Accessory Building.

“**Board**” means the Board of Directors of the Franklin County Water District.

“**Boathouse**” means a building or structure extending partially or completely over the water for the primary purpose of sheltering or protecting boats or other watercraft.

“**Commercial Operations**” means any activity which involves the solicitation or acceptance of any public patronage.

“**Dam**” means the Franklin County Dam situated at the east end of the Lake.

“**District**” means the Franklin County Water District.

“**District Property**” means all real property owned by, or under the control or supervision of, the District, including without limitation the Lake.

“**Dwelling Unit**” means a building or portion thereof designed exclusively for residential occupancy.

“**Environmental Law**” means all federal, state, and local statutes, ordinances, regulations, and rules relating to environmental quality, health, safety, contamination and clean-up, including, without limitation, the Clean Air Act, 42 U.S.C. Section 7401 *et seq.*; the Clean Water Act, 33 U.S.C. Section 1251 *et seq.*, and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act, 70 U.S.C. Section 136 *et seq.* (FIFRA); the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. Section 1401 *et seq.*; the National Environmental Policy Act, 42 U.S.C. Section 4321 *et seq.*; the Noise Control Act, 42 U.S.C. Section 4901 *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. Section 651 *et seq.*; the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Section 6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. Section 300f *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Section 9601 *et seq.*, as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-to-Know Act, and Radon Gas and Indoor

Air Quality Research Act; the Toxic Substances Control Act (TSCA), 15 U.S.C. Section 2601 *et seq.*; the Atomic Energy Act, 42 U.S.C. Section 2011 *et seq.*, and the Nuclear Waste Policy Act of 1982, 42 U.S.C. Section 10101 *et seq.*; and state super-lien and environmental clean-up statutes, with implementing regulations and guidelines. Environmental Laws shall also include all state, regional, county, municipal, and other local laws, regulations, and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Hazardous Materials.

“Family” means one or more persons related by blood, adoption, or marriage, or not more than four (4) unrelated persons living and cooking together as a single housekeeping unit.

“Garage” means an improvement intended to be used primarily for the parking or temporary storage of automobiles or other vehicles. A garage may either be an Accessory Building or attached to the main building.

“Golf Cart” means a vehicle with at least three wheels that has a normal maximum speed of between 15 – 25 mph, and is manufactured primarily for operation on golf courses.

“Guest House” means living quarters located within a detached Accessory Building located on the same premises with the main building, for use by temporary guests of the occupants of the premises, such quarters having no separate kitchen facilities and not rented or otherwise used as a separate Dwelling Unit.

“Hazardous Materials” means the following, including mixtures thereof: any hazardous substance, pollutant, contaminant, waste, by-product or constituent regulated under CERCLA; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable for fuel; pesticides regulated under FIFRA; asbestos and asbestos-containing materials; PCBs and other substances regulated under TSCA; source material, special nuclear material, by-product material, and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. ‘ 1910.1200 *et seq.*; and industrial process and pollution control wastes whether or not hazardous within the meaning of RCRA.

“Improvement” means constructed additions to real property, including without limitation Dwelling Units, Accessory Buildings, Garages, Guest Houses, fences, driveways, retaining walls, piers, boathouses, etc.

“Improvement Survey” means a comprehensive survey of a parcel of real property prepared by a licensed professional land surveyor or engineer that depicts the boundaries of such real property and accurately shows the location of any and all Improvements.

“Kitchen Facilities” means a space adapted to cooking or preparing food and containing one or more of the following: stove, oven, range, cook top, dishwasher or trash compactor.

“Lake” means Lake Cypress Springs, including the lake property, all its streams, inlets, drains, and tributaries, and all lands and premises covered in whole or in part by water owned by or under the control or supervision of the Franklin County Water District.

“Leased Property” means a portion of District Property which is the subject of a valid lease between the District, as landlord, and a Lessee, as tenant.

“Lessee” means the holder of any leasehold estate in any Leased Property pursuant to a written Lease between such holder, as tenant, and the District, as landlord.

“Manage” shall mean to generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of, or abandon Hazardous Materials.

“Manager” means the person employed by the District to serve as its general manager.

“Mining” shall mean the extraction, removal, or stockpiling of earth materials, including soil, sand, gravel, oil, gas, or other minerals or materials found in the earth, whether accomplished by digging, drilling, pumping or any other current or future technology.

“OSSF” means on-site sewage facility.

“**Pier**” means a platform or other structure supported on pillars and extending partially or completely over the water for use as a landing place for watercraft or as an entertainment area.

“**Release**” shall mean any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of Hazardous Materials into the environment, as “environment” is defined in CERCLA.

“**Repair**” means the act of fixing or mending a structure that is suffering from damage, wear and tear, or defect, with the sole objective of restoring the structure to its original fully functioning and safe condition. Repair does **not** include the enhancement, improvement or replacement of the structure.

“**Rules**” means these Rules and Regulations of the Franklin County Water District.

“**Single Family**” means one or more persons related by blood, adoption, or marriage to the first or second degree of consanguinity or affinity; or not more than two (2) unrelated persons living and cooking together as a single housekeeping unit.

“**TCEQ**” means the Texas Commission on Environmental Quality and any successor thereto.

“**Walkway**” means a sidewalk, pathway, deck or passageway constructed over the ground for walking.

ARTICLE I **WAIVER OF LIABILITY**

Neither the District, the Board, the Manager, nor any of their respective agents, employees, or contractors shall be liable to any party for any injury, death, damage or loss to persons or property of any kind occurring in, around or upon District Property from any cause whatsoever, **INCLUDING WITHOUT LIMITATION THE NEGLIGENCE OF THE DISTRICT, THE BOARD, THE MANAGER, OR THEIR RESPECTIVE AGENTS, EMPLOYEES OR CONTRACTORS.** Voluntary entry upon District Property by any party shall be at the sole risk of such entering party and shall constitute an express waiver and release of all claims against the District, the Board, the Manager, and their respective agents, employees and contractors for all such injury, damage or loss to persons or property.

All Leased Property is accepted by the Lessee thereof **AS IS, WHERE IS, WITH ALL FAULTS.** The District makes no warranties or representations of any kind, express or implied, with respect to any Leased Property including, without limitation, as to habitability, fitness or suitability for a particular purpose.

ARTICLE II **RESTRICTED AREAS**

- 2.1 No person, vehicle or water craft of any kind shall be allowed:
 - (a) On the Lake within two hundred feet (200') of any water intake or spillway structure (e.g., the “Morning Glory” spillway);
 - (b) On any stream bed or other land area downstream (east) of the Dam; or
 - (c) In any other area specifically marked “Restricted” or “No Trespassing” by the District.
- 2.2 Entry by any unauthorized party onto the embankment of the Dam, including fishing, mooring boats, or trespassing in any other manner, is strictly prohibited.
- 2.3 The use or operation of any motor vehicle within the emergency spillway, or the embankments on either side thereof, is strictly prohibited, except as specifically authorized by the District.
- 2.4 Only specifically authorized personnel shall be allowed in any District maintenance shops, equipment buildings, and operations quarters.
- 2.5 All vehicular traffic is prohibited on green belt areas designated by the District, including without limitation the west end park area and Mary King Park.
- 2.6 The District may install marker buoys to designate restricted areas upon the Lake.

2.7 It is a violation of the laws of the State of Texas for any person to move, remove, tamper with, willfully damage or anchor any water craft to a buoy. Additionally, no buoy shall be placed on the Lake without specific prior approval from the District.

ARTICLE III FIREWORKS

3.1 Fireworks shall be allowed in designated areas of District Property on the Fourth of July, New Years Eve, New Years Day and other times specifically authorized by the District.

ARTICLE IV HUNTING AND FISHING

4.1 All forms of hunting are strictly prohibited on all District Property.

4.2 All applicable laws, ordinances and regulations of the State of Texas, as supplemented by these Rules, shall govern the taking of fish from the Lake.

4.3 No fishing shall be allowed in any designated swimming areas.

4.4 No fishing shall be allowed within two hundred feet (200') of any water intake structure.

4.5 Taking, removing, injuring, capturing, or attempting to take, remove, injure, or capture, Triploid Grass Carp from the Lake is strictly prohibited.

4.6 Commercial fishing or harvesting of any kind is prohibited on the Lake, except as specifically authorized by contract with the District. For purposes of these Rules, the term "commercial fishing" shall include the taking of any fish, mussels or other aquatic wildlife from the waters of the Lake, by any means whatsoever, for sale or trade for anything of value.

ARTICLE V BOATS, AIRCRAFT, AUTOMOBILES, BICYCLES AND OTHER VEHICLES

5.1 The Texas Water Safety Act and all amendments thereto are incorporated herein by reference and shall be applicable to all District Property.

5.2 Boats shall only be launched onto the Lake from boat ramps properly designated by the District.

5.3 No boat or other water craft exceeding twelve feet (12') in width or twenty-six feet (26') in length shall be allowed on the Lake at any time, with the exception of a "work barge" with a valid permit.

5.4 All boats and water craft shall be operated in a careful and prudent manner at idling speed within two hundred feet (200') from any shoreline.

5.5 Any person being towed behind a boat or other water craft (e.g., skiing, aquaplaning, jet skiing, wet biking, etc.) must wear a Coast Guard approved personal flotation device such as a life jacket.

5.6 All boats and other water craft shall be kept securely moored and anchored when not in use.

5.7 Any boat or water craft found abandoned, adrift or unattended shall be impounded by the District and subject to an impound fee. Any impounded boat or water craft not claimed within thirty (30) days may be sold by the District.

5.8 No airplanes of any kind (including gliders, weedhoppers, or any other motor propelled aircraft) shall be permitted on District Property, provided however that the foregoing restriction shall not prohibit airplanes from landing or taking off directly from the surface of the waters of the Lake.

5.9 No specialized recreational device which is not designed for on water use and remaining in constant contact with the water surface (e.g., parasailing, ultra lights, etc.) shall be permitted on the Lake.

5.10 All motor vehicles on District Property, including automobiles, motor bikes and motorcycles, must be registered and operated in compliance with the laws of the State of Texas.

5.11 All drivers and operators of motor vehicles and golf carts on District Property must have a current, valid drivers license.

5.12 Pursuant to the authority granted to the District in §542.202 of the Texas Transportation Code and §51.127 of the Texas Water Code, the District is authorized to designate speed limits on public park areas of District Property, which shall be marked with signs posted by the District with the maximum allowed speeds. No motor vehicle or golf cart shall be operated in such marked areas in excess of the posted speed.

5.13 The District does not post, and shall not be responsible for regulating or enforcing, traffic regulations (e.g., speed limits) on any road, street, drive or other right of way located within any private development on Leased Property.

5.14 Except for golf carts (as provided in Section 5.17 below), all non-registered, off-road vehicles, including go-carts, dune buggies, four wheelers, and all other types of all-terrain vehicles, are expressly prohibited on public park areas of District Property.

5.15 All motor vehicles and golf carts are prohibited on public beach areas of District Property.

5.16 Bicyclists on District Property shall comply with all applicable bicycle traffic and safety laws of the State of Texas.

5.17 Golf carts shall be allowed on all public park areas of District Property, except Mary King Park and the West End Park.

5.18 All golf carts on District Property shall at all times be operated in a safe and prudent manner and in accordance with these Rules and Regulations. Any violation of these Rules and Regulations by an operator of a golf cart may result in prohibition from further operation on District Property.

ARTICLE VI **SWIMMING**

6.1 All swimming on District Property shall be done in a safe and prudent manner.

6.2 No swimming is allowed in the Lake at a distance of more than one hundred feet (100') from the shoreline unless accompanied by a boat, and then only if swimmer is wearing a Coast Guard approved flotation device.

6.3 No person shall wade, swim or dive within fifty feet (50') of any boat launch areas, or in any other area designated by the District as a prohibited swimming area.

6.4 All diving or jumping into the Lake from public highways, roadway bridges or utility towers is strictly prohibited.

ARTICLE VII **PUBLIC AREAS, PARKS, PAVILIONS AND SHELTERS**

7.1 All persons using public park areas within District Property shall use reasonable care to keep and maintain such areas in good and clean condition.

7.2 All trash, rubbish, garbage or other waste generated on District Property shall be disposed of only at designated disposal sites.

7.3 Public trash receptacles on District Property are solely to be used for disposing of trash generated in public areas of District Property. It shall be unlawful to transport and deposit any household garbage, rubbish, trash or waste in a public trash receptacle owned by the District.

7.4 Children twelve (12) years of age or under shall be accompanied and supervised by an adult at all times while on District Property.

7.5 All pets shall be kept on leashes or otherwise restrained while on public park areas. No vicious or dangerous animals shall be brought onto District Property.

7.6 Glass beverage containers and metal cans (e.g., soft drinks, beer, alcoholic beverages, etc.) are strictly prohibited on public beach areas.

7.7 Glass beverage containers are strictly prohibited in all pavilions.

7.8 No fires shall be allowed in any pavilions or shelters.

7.9 No fish cleaning shall be allowed in any pavilions or shelters.

7.10 Personal property shall not be left unattended or abandoned on District Property. Any such personal property abandoned for a period in excess of forty-eight (48) hours may be impounded by the District and subject to an impound fee. Impounded property that is not reclaimed (including payment of any applicable impound fee) may be sold, destroyed, converted to District use, or otherwise disposed of, at the sole discretion of the District.

7.11 No generators shall be operated on District Property in a manner so as to disturb others.

7.12 No trees on public park areas of District Property shall be cut, removed, mutilated, broken, burned, or otherwise damaged without prior written permission from the District.

ARTICLE VIII **CAMPING**

8.1 Camping shall be allowed on District Property only within designated camping areas.

8.2 No person shall camp on District Property without first paying the applicable fee and receiving written confirmation thereof.

8.3 No person shall camp on District Property for a period of fourteen (14) consecutive days or longer without obtaining prior consent or authorization from the District.

8.4 No picnicking, parking or loitering is allowed in any camping area (including associated pavilions and shelters) without payment of the applicable camping fee, as required in Section 8.2 above.

8.5 Fires shall be permitted only in designated areas and shall not be left unattended. All fires shall be completely extinguished prior to campers leaving the camp site.

8.6 No disposal outlet shall be opened, nor shall any effluent, "gray water", or other liquid waste be discharged on District Property except at designated dump stations.

8.7 The installation of any kind of permanent or semi-permanent structure or improvement on a designated camping area is strictly prohibited.

ARTICLE IX **RESERVATIONS AND SPECIAL EVENTS**

9.1 Reservations for recreational vehicle camping sites, shelters and pavilions may be made in person, by telephone, or on the website, up to sixty (60) days in advance of the check-in date.

9.2 Reservations are not confirmed until payment in full is received by the District.

9.3 Shelter and pavilion reservations may also require payment of a security deposit, which shall be refunded only upon District confirmation that the reserved area was left clean and in good condition.

9.4 Any special event to be conducted on District Property, including without limitation boat races, regattas, water-skiing competitions, festivals, or similar activities shall require a special event permit from the District, which shall designate the location and duration of such event, in addition to any other restriction imposed by the District. Concession stands shall only be permitted on District Property in conjunction with a properly permitted special event.

ARTICLE X **COMMERCIAL ACTIVITIES**

10.1 Commercial Operations are prohibited on District Property except as specifically allowed by a permit or other written agreement with the District, and then only on areas designated by the District for Commercial Operations. Notwithstanding the foregoing, the advertising and sale of a Lessee's leased property by such Lessee shall not be prohibited, provided that the foregoing exclusion shall not permit the operation of realty, brokerage, or other real estate related business on District Property.

10.2 The character, extent, and duration of any permitted Commercial Operations shall be as specified in a permit, concession, or other written agreement with the District.

10.3 Private notices, billboards, signs, and all other forms of advertising are strictly prohibited on District Property except as specifically authorized by the District in writing. Notwithstanding the foregoing, a Lessee shall be permitted to display up to two (2) "For Sale" or "For Rent" signs on such Lessee's leased property, provided however that such signs may not exceed 2' x 2' in size and shall only pertain to the actual property upon which they are located.

ARTICLE XI **MAINTENANCE OF LEASED PROPERTY**

11.1 All Leased Property shall be maintained by the Lessees thereof in a safe, clean and reasonable manner, including the control of undesirable weeds and undergrowth and proper drainage. Notwithstanding the foregoing, unimproved property may be left substantially in its natural state, as long as such property otherwise complies with these Rules.

11.2 All improvements on Leased Property, including buildings, structures, retaining walls, piers, boathouses and docks, shall be maintained in a safe and orderly manner so as to not detract from the beauty of the Lake or create a safety hazard.

11.3 Construction materials, supplies, or equipment may only be stored on Leased Property on a temporary basis for a period not to exceed thirty (30) calendar days.

11.4 No Leased Property shall be modified or altered so as to allow or contribute to erosion or otherwise detract from the natural beauty of such property.

11.5 No livestock or poultry of any kind shall be raised, bred or kept on District Property.

11.6 All swimming pools on District Property shall be maintained in a safe and sanitary manner free from stagnant water, filth, carrion, trash, rubbish, or any condition likely to produce disease, impurity or other unhealthy condition.

11.7 A Lessee shall notify the District immediately in the event of any modification to the OSSF serving such Lessee's Leased Property and shall thereafter provide the District with a diagram and other acceptable documentation evidencing such modification.

11.8 Travel trailers, motor homes, and other recreational vehicles may be stored on Leased Property, but shall not be connected to any external utility hook-ups or otherwise used for camping or residential purposes while on Leased Property.

ARTICLE XII **DEVELOPMENT STANDARDS**

12.1 No development shall be permitted on District Property until the District has reviewed construction and development plans and specifications for such development.

12.2 Single Family residential.

(a) The development of Single Family residential areas or the construction of Single Family Dwelling Units shall be permitted only in areas designated by the District for such development and construction.

(b) Those portions of District Property designated as "Single Family Residential" by the District shall be restricted to private, non-commercial, Single Family residential use and shall contain no more than one Dwelling Unit per lot. Notwithstanding the foregoing, garages, guest houses and other Improvements incidental to residential use may be permitted on Single Family Residential lots, provided such Improvements (i) comply in all other respects with these Rules, and (ii) are not used as a separate Dwelling Unit.

(c) No Lessee may sell, transfer or convey, or offer for sale, transfer or conveyance, any partial or fractional interest (other than the entirety) in any Leased Property or leasehold interest.

(d) No Leased Property may be made part of, or used for, a timeshare, tenant-in-common, or other formal multiple-party ownership structure.

(e) Leased Property and leasehold interests may only be titled, owned and held by and in the name (or names) of natural persons, subject to the other provisions of this Article.

(f) Notwithstanding the foregoing restrictions, the following shall be permitted:

(i) Leased Property and leasehold interests may be titled, owned and held by and in the name of a family partnership, family trust, or other similar entity, so long as all the beneficial interests in such entity are owned by members of a Single Family and the use thereof complies in all other respects with these Rules.

(ii) During the initial construction or subsequent remodeling of a Dwelling Unit for purposes of marketing and resale, Leased Property and leasehold interests may be temporarily titled, owned and held by and in the name of the building company; provided, however, that all subsequent conveyances thereof shall comply in all respects with this Article and the other Rules.

(g) Any sale, conveyance or transfer, or attempted sale, conveyance or transfer, of Leased Property or any leasehold interest therein made in contravention of this Article shall constitute a violation of these Rules and shall, at the election of the District, be null and void ab initio.

12.3 Drainage.

(a) Where a watercourse, drainage way, natural channel, or stream traverses a proposed development, there shall be provided an easement or right-of-way conforming substantially to the limits of such watercourse.

(b) The location and size of required drainage easements shall be determined by the District.

(c) All bridges, culverts, improved channels, or other drainage structures must be approved by the District before installation or construction.

(d) No site improvement shall permit storm water or natural water to stand or be otherwise impounded upon said site.

12.4 Minimum Lot Sizes.

(a) All residential lots shall be at least one-half acre in size.

(b) All residential lots shall be of a depth sufficient to permit an adequate disposal area for an OSSF.

(c) The waterfront boundary of all lots abutting the Lake shall be at least one hundred feet (100').

12.5 Minimum Residence Size and Residence Origin. No single family residence constructed on District Property shall have less than one thousand (1,000) square feet, excluding open or screened porches, terraces, patios, driveways, carports and garages.

12.6 Camping Restricted.

(a) No camping shall be allowed on any District Property designated for single family residential use unless a building permit has been issued and on-site construction of a residence has commenced.

(b) Any camping permitted by provisions of Section 12.6(a) above shall require a camping permit, which may be issued at the sole discretion of the District.

(c) The District will not issue a camping permit under this Section 12.6 if the governing homeowner's association or other applicable restrictive covenant prohibits camping.

12.7 Mobile / Modular Home Areas. The installation, use or occupancy of any type of mobile or modular home on District Property is strictly prohibited.

ARTICLE XIII **RE-PLATTING**

13.1 In order to be considered by the District for approval, all re-plats must:

(a) Contain an accurate field note description of all parcels of Leased Property directly affected by the replat (whether by boundary revision, merger, redesignation, etc.);

(b) Depict both the previous boundary lines (in grayed-out or other legible format) and the new boundary lines of all parcels of Leased Property directly affected by the replat;

(c) Display the square footage and acreage of all parcels of Leased Property directly affected by the replat;

(d) Either (i) depict all improvements located on all parcels of Leased Property directly affected by the replat, or (ii) be submitted along with a separate, current Improvement Survey of all parcels of Leased Property directly affected by the replat; and

(e) Contain signature blocks for the District, the Franklin County commissioner's court (or the then-current approving authority), each Lessee whose Leased Property is directly affected by the replat, and the applicable homeowner's association (if any) governing all of such affected Leased Property.

INCOMPLETE REPLATS THAT DO NOT MEET ALL OF THE ABOVE REQUIREMENTS WILL NOT BE ACCEPTED FOR CONSIDERATION BY THE DISTRICT.

13.2 The District's approval of a replat shall be conditioned on the execution of the District's standard replat lease amendment by all Lessees of Leased Property affected by such replat.

13.3 The District shall not approve a replat of any Leased Property containing any uncured violations of these Rules, including without limitation unpermitted Improvements, encroachments, protrusions or setback violations.

13.4 Upon receipt of a complete replat request meeting all of the requirements of Section 13.1 above, the District shall have a minimum of thirty (30) days to review such replat before issuing any approval or denial. No "fast-track" or accelerated procedure exceptions shall be allowed.

13.5 The District shall not require a replat if a Lessee assigns its leasehold interest in Leased Property that includes a partial lot, provided that documentation of such partial lot has been previously filed with and accepted by the District. A replat shall be required for any newly created or undocumented partial lot.

ARTICLE XIV **CONSTRUCTION ON DISTRICT PROPERTY**

14.1 Except as otherwise specifically provided in this Article, a permit shall be required for the construction, improvement or replacement of any building, structure or improvement on District Property. No construction activity associated with such construction, improvement or replacement may commence until the District has approved the permit and issued an authorization to construct.

14.2 Notwithstanding the provisions of Section 14.1 above, but subject to the District's right to require a permit in any case that it reasonably deems necessary, no permit shall be required for the following:

- (a) The Repair of any existing permitted structure;
- (b) Open decks or porches (including screened-in porches) added to an existing Dwelling Unit or Guest House;
- (c) Fences, provided that all fences must be located so as to minimize any obstruction of the view of the Lake by other Lessees;
- (d) Temporary or above-ground swimming pools;
- (e) Prefabricated, personal water craft lifts that can be attached to an existing, permitted Improvement and allow the water craft to be suspended and stored over such existing Improvement;
- (f) Storage buildings, not to exceed 144 square feet;
- (g) Water wells; and
- (h) Non-elevated Walkways, not to exceed 5 feet in width.

All of the foregoing work and Improvements must still comply in all other respects with these Rules, including setback requirements.

14.3 Application Process.

- (a) All construction permit requests shall be submitted to the District office in writing and shall be accompanied by:
 - (i) a properly executed permit agreement;

- (ii) a complete set of plans and specifications for the requested construction, improvement or replacement, including a site plan;
- (iii) a copy of the plans and specifications for such OSSF and a copy of the authorization to construct, if the permitted construction requires an OSSF;
- (iv) the applicable application fee.

THE DISTRICT SHALL NOT ACCEPT FOR CONSIDERATION ANY INCOMPLETE PERMIT REQUESTS THAT DO NOT INCLUDE ALL OF THE FOREGOING ITEMS (AS APPLICABLE).

(b) The District shall review the application and the file for the affected Leased Property to determine any conditions, prior uncured violations, Lease defaults, and other relevant factors.

(c) The District may conduct an on-site inspection to confirm compliance with these Rules and all other applicable governmental standards.

(d) Provided that the District has received a complete permit application with all required information, the District shall respond to such permit request within ten (10) days, based on consideration of the foregoing items and other pertinent criteria contained in these Rules.

14.4 In addition to any permit application fees, the District may require the payment of certain annual fees in connection with any permitted Improvement.

14.5 All requests for amendment or modification to a permit application or approved permit shall be made in writing and contain such plans and specifications as necessary to document the requested change.

14.6 A Lessee shall be responsible for ensuring that all contractors hired by such Lessee to perform work on District Property comply with the terms of the District permit as well as all applicable federal, state and local regulations pertaining to the construction project.

ANY DEVIATION FROM THE TERMS OF AN APPROVED PERMIT IS STRICTLY PROHIBITED WITHOUT THE PRIOR, WRITTEN AUTHORIZATION OF THE DISTRICT.

14.7 The expiration date for building permits shall be as follows:

- (a) Standard building permits shall expire one (1) year from the date of issuance.
- (b) Dredging permits shall expire two (2) weeks from the date of issuance.
- (c) All other permits shall expire six (6) months from the date of issuance.

Upon written request of the permit holder, the District, in its sole discretion, may grant an extension for any permit.

14.8 Failure to complete any construction, improvement or replacement prior to the expiration of the applicable permit shall constitute a default under these Rules, which shall entitle the District, in addition to any other rights and remedies it may have hereunder, at law or in equity, to forced removal of any incomplete structures or improvements at the Lessee's sole expense.

14.9 Upon completion of the permitted construction, improvement or replacement, the Lessee shall promptly notify the District to arrange for a final inspection.

14.10 Final approval of permitted construction shall be expressly conditioned upon a satisfactory inspection by the District and receipt of an As-Built Survey (or such other comparable evidence as the District deems acceptable) showing that the construction, improvement or replacement has been completed in accordance with the terms of the permit and does not encroach on property lines or any required setback lines.

14.11 The holder of a construction permit is responsible for ensuring that all Improvements, including without limitation fences, retaining walls, and driveways, are located within the applicable boundary lines and setback lines. No construction, improvement or replacement which encroaches over boundary lines or setback lines, or is otherwise not in compliance with the terms of the permit, shall receive final approval from the District and shall constitute a default under these Rules and the terms of Lessee's lease. Failure to correct such noncompliance may result in the imposition of a fine, the forced

removal of the noncompliant improvement at Lessee's sole expense, and termination of Lessee's leasehold interest, in addition to any other remedies available to District.

14.12 All Improvements shall be designed and constructed so as to preserve and protect the integrity of the natural beauty of the Lake and District Property, which shall include the minimum, reasonable removal of trees for such Improvements.

14.13 All Improvements shall be designed and constructed so as to minimize any interference with the access to or use of another Lessee's Leased Property.

14.14 No Improvements shall be constructed on or over any portion of an OSSF.

14.15 Setback Lines. All construction on District Property shall be subject to the following minimum setback lines:

- (a) Fifteen feet (15') along the boundary of residential lots with any public street.
- (b) Five feet (5') along the interior boundary lines of all non-corner residential lots.
- (c) Ten feet (10') from the lakeside property line or the normal lake elevation shoreline (whichever is further inland) on waterfront lots.

14.16 Piers and Boathouses.

- (a) A boathouse may not be the primary structure on a lot and shall only be constructed on a lot containing an existing single family residence.
- (b) Every boathouse on District Property shall have an identifying tag affixed to it [***in a location designated by the District so as to maximize visibility from the water***]. The District shall provide such identifying tags free of charge and the Lessee upon whose Leased Property the boathouse is located shall be responsible for installing and maintaining the identifying tag in the specified location.
- (c) No boathouse containing bathroom facilities (e.g., toilet, bathtub, shower or [except as specifically provided in Section 14.22 below] sink) shall be allowed on District Property.
- (d) All materials used in the construction of piers, docks and boathouses on District Property must be approved by the District prior to construction.
- (e) Flotation-type docks shall not be exempt from the permit requirements of these Rules and must be anchored securely.
- (f) No pier or boathouse constructed on District Property shall exceed a total combined length of forty feet (40'), inclusive of all porches, decks, and other attachments or protrusions. Notwithstanding the foregoing length restriction, all piers and boathouses on the Lake shall be limited in length so as to maintain a clear channel of at least forty feet (40') between (x) the most Lake-ward edge of such pier or boathouse, and (y) the closer of (i) the nearest Improvement on the opposite shoreline, or (ii) the opposite shoreline itself, such channel to be located as nearly as possible over the deepest portion of that section of the Lake.
- (g) No single pier or boathouse constructed on District Property shall exceed a total of twenty-four hundred (2,400) square feet in area, with the total of all the piers or boathouses not exceeding thirty-five hundred (3,500) square feet in area.
- (h) No boathouse constructed on District Property shall exceed one (1) story. Notwithstanding the foregoing, a flat deck area may be permitted on the roof; provided, however, that the total height of all structures (including parapets, handrails, or any other architectural feature) shall not exceed twenty feet (20') above 378 feet MSL.
- (i) Boathouses shall be designed and constructed so as to minimize any obstruction of the view of the Lake by other Lessees.
- (j) A permit shall be required whenever painting, staining or other similar procedures are to be performed on any pier or boathouse extending out over the Lake. If the painting or staining is being done as part of a construction or renovation project requiring a permit under Section 14.1 above, the Lessee shall inform the District and the District shall waive any additional permit fee for the painting or staining permit. For all painting, staining and other similar procedures performed on piers and boathouses, the following conditions shall apply:

(i) If the paint, stain, or other substance to be applied to the pier or boathouse is non-petroleum based, no special draping or wrapping of the work area shall be required; provided, however that the Lessee and/or its contractor shall make the product available to the District for inspection prior to beginning any work.

(ii) If the paint, stain, or other substance is petroleum based but is to be applied to the pier or boathouse with conventional brushes or rollers only (i.e., no spraying), no special draping or wrapping of the work area shall be required; provided, however, that the Lessee and/or its contractor shall make the work area and all equipment and the petroleum based product available to the District for inspection prior to beginning any work.

(iii) If the paint, stain, or other substance is petroleum based and is to be applied by spraying (whether all or in part), the Lessee shall (x) cause the work area to be draped or wrapped with protective sheeting so as to minimize the dispersion of any petroleum based product into the Lake or the surrounding environment, and (y) notify the District when draping is complete so that the work area, including all equipment and the petroleum based product, can be inspected prior to beginning any work.

(iv) Upon completion of any painting or staining process (whether or not draping and wrapping is required), the Lessee shall immediately notify the District and make the work area available for a final inspection.

14.17 Boat Ramps.

(a) All boat ramps shall be designed and constructed so as to inhibit erosion.

(b) Boat ramps shall not be exempt from the permit requirements of these Rules; provided, however, there shall be no permit fee charged for construction of a boat ramp that will be made available for public use at no charge. In such case, a sign must be erected adjacent to the boat ramp indicating that it may be used by the public at no charge.

14.18 Swimming Pools.

(a) No in-ground swimming pools shall be installed on District Property without a permit.

(b) All swimming pools on District Property must be enclosed by a fence at least four feet (4') in height or other safety enclosure acceptable to the District, with a fully operational, childproof lock.

14.19 Retaining Walls. Retaining walls shall be constructed in compliance with the terms of the applicable permit and the applicable standards promulgated by the District, if any.

14.20 Dredging.

(a) No dredging, filling, or otherwise altering or reconfiguring the beds of the Lake shall be conducted on District Property without a dredging permit from the District.

(b) Upon requesting a dredging permit, the requesting Lessee must advise the District whether dredged soil is to be spread on the Lessee's lot or hauled off site. No dredged soil or fill material shall be deposited in the Lake.

(c) The holder of a dredging permit shall notify the District to schedule an inspection before the dredging actually occurs. No dredging shall commence prior to such inspection.

(d) The holder of a dredging permit shall notify the District to schedule an inspection upon completion of all permitted dredging.

(e) No dredging is permitted on District Property within six feet (6') of a retaining wall or bulkhead.

14.21 Water Pumps.

(a) A Lessee may request a private, limited permit to allow the Lessee to pump and use water from the Lake by making application at the District office. No water shall be pumped or diverted from the Lake except as specifically authorized by the issuance of such permit.

(b) Issuance and renewal of such permits shall be conditioned on payment of an annual fee, which shall be payable in advance each year.

(c) If the District invokes water conservation measures under its approved drought contingency plan, every holder of a water pumping permit shall curtail such water usage as follows:

- (i) Mild – Voluntary reduction in water usage.
- (ii) Moderate – Nonessential use prohibited, mandatory lawn watering schedule.
- (iii) Severe – Suspension of use permit.
- (iv) Emergency – As determined by the Manager.

14.22 Outdoor Sinks in Boathouses. One (1) outdoor sink may be installed in boathouses, subject to the following conditions:

- (a) Lessee must obtain a construction permit from the District, prior to the installation of the sink (e.g., may be included as part of a permit to construct a new boathouse or remodel an existing boathouse). Prior to receiving a construction permit from the District, the Lessee must obtain written approval for a variance to the Texas Commission on Environmental Quality (TCEQ) rules for such sinks from the Franklin County OSSF Authorized Agent.
- (b) The sink must be constructed in strict compliance with Franklin County OSSF Authorized Agent’s approved plans and specifications for gray-water sinks in boathouses, a copy of which will be provided to the Lessee upon approval of the permit.
- (c) The sink may require the installation of additional OSSF or other disposal facilities on the Leased Property, as determined by the Franklin County OSSF Authorized Agent.

ARTICLE XV
VARIANCES

15.1 The District may from time to time authorize such variance from the terms of any provisions of Articles XIII and XIV above as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provisions of such Articles would result in unnecessary hardship and in order that the intent of these Rules shall be observed and substantial justice done.

15.2 Possible grounds for granting a variance shall include, but not be limited to, the following:

- (a) A variance from the setback requirements of any lot may be permitted where there are unusual difficulties or unnecessary hardships in complying with such setback requirements due to an irregular shape of such lot, topographical or other conditions.
- (b) A variance from the requirements regarding construction or alteration of buildings and improvements may be permitted where strict compliance would impose unusual difficulties or particular hardship and such variance is in harmony with the general purpose and intent of the regulation.

15.3 The District shall only grant a variance to alleviate some demonstrable and unusual hardship or difficulty so great as to warrant a deviation from the standards established by these Rules, when such deviation would not materially, adversely affect the surrounding property. Without limiting the foregoing, the following shall specifically not be grounds for issuance of a variance:

- (a) Financial hardship.
- (b) Lessee convenience.
- (c) The fact that any other Leased Property or Improvements thereon do not comply with these Rules.

15.4 A written application for variance shall be submitted to the District by the requesting Lessee, accompanied by an accurate legal description, maps, site plans, drawings and any other written documentation adequately demonstrating the following:

- (a) Certain special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not generally applicable to other lands, structures or buildings;
- (b) The special conditions and circumstances do not result, directly or indirectly, from the acts or omissions of the Lessee;
- (c) A strict enforcement of the relevant provision of these Rules would deprive the Lessee of rights commonly enjoyed by other Lessees properties under these Rules;

(d) Granting the variance requested will not confer on the requesting Lessee any special privilege that is denied by these Rules to other lands, structures or buildings;

(e) The governing homeowner's association (if any) does not object to the variance; and

(f) Input from affected adjoining Lessees.

15.5 Upon receipt of a complete variance request meeting all of the requirements of Section 15.4 above, the District shall have a minimum of thirty (30) days to review such request before issuing any approval or denial. No "fast-track" or accelerated procedure exceptions shall be allowed.

15.6 When a properly permitted Improvement encroaches over a boundary line, the District will allow the affected Lessees to execute and record an easement agreement granting a perpetual, exclusive easement over the encroached Leased Property benefiting the encroaching Leased Property to the extent of the encroachment.

15.7 If a retaining wall or boathouse, which would otherwise violate these Rules but has previously been properly permitted, is damaged or destroyed, the District will grant a variance to allow such structure to be repaired or replaced in the same location.

15.8 All disputes between two or more Lessees related to property lines, encroachments, or protrusions shall be considered private matters by the District and shall be resolved by such disputing Lessees' obtaining an Improvement Survey, at their sole cost and expense, which accurately depicts the disputed boundary lines and the location of any encroaching or protruding Improvements.

ARTICLE XVI **NONCONFORMING USE PERMITS**

16.1 Intent. This Article shall be applicable to certain lots, structures, improvements, and uses that may exist on District Property, which would otherwise be prohibited, regulated, or restricted under these Rules or future amendments hereof. It is the intent of the District to permit these nonconformities to continue until they are removed, but not to encourage their perpetuation. It is further the intent of the District that nonconformities shall not be enlarged upon, expanded or extended, or be used as grounds for adding other structures or uses prohibited elsewhere, except as may be specifically provided herein.

16.2 Conditions for Issuance of Nonconforming Use Permit.

(a) Subject to the other provisions of this Article, the District may issue a Nonconforming Use Permit for any use or improvement existing on District Property that does not comply with one or more of these Rules upon satisfaction of the following conditions:

(i) Submission of written documentation reasonably acceptable to the District that the nonconformity existed in its current state prior to October 8, 2002;

(ii) Cure of any and all other outstanding defaults with respect to the nonconforming property by the requesting Lessee;

(iii) Execution by the requesting Lessee of a Nonconforming Use Permit application form as promulgated by the District, which shall include an indemnity of the District by the Lessee for any and all damages and costs incurred by the District in connection with the nonconformity;

(iv) Payment of any required application and processing fee assessed by the District.

(b) Subject to the other provisions of this Article, any nonconformity for which a Nonconforming Use Permit has been properly issued in accordance with this Article may be continued and shall be exempt from further enforcement action by the District with respect to the particular nonconformity specified in the Nonconforming Use Permit.

16.3 Ineligible Nonconformities. Notwithstanding anything to the contrary, the District shall not issue a Nonconforming Use Permit for any lot, structure, improvement or use to which one or more of the following conditions apply:

(a) The nonconformity shall cause a violation with any other applicable local, county, state or federal law, statute, rule or regulation.

(b) The nonconformity shall pose an unacceptable risk of harm or damage to persons or property (whether owned by the Lessee, third parties, or the District, including without limitation, the Lake) as reasonably determined by the District.

(c) The nonconforming structure or improvement actually encroaches over a property boundary line onto property not leased or owned by the requesting Lessee.

(d) Other extenuating or extraordinary circumstances, as reasonably determined by the District, require that the nonconformity not be allowed to continue.

16.4 Restrictions. All Nonconforming Use Permits shall be subject to the following restrictions:

(a) No nonconforming structure or improvement shall be enlarged or altered in a way that increases its nonconformity, provided however that a Lessee shall be permitted to construct a pier or boathouse attached to a nonconforming retaining wall for which a Nonconforming Use Permit has been properly issued so long as the pier or boathouse complies in all other respects with these Rules.

(b) Nonconforming structures or improvements which are damaged or destroyed may be repaired or rebuilt in the same location and to the same specifications as existed before such damage or destruction, provided that Lessee complies with all other provisions of this Article and these Rules.

16.5 Application Procedure.

(a) Applications for Nonconforming Use Permits shall be submitted to the District along with copies of required documentation supporting the assertion that the nonconformity existed prior to October 8, 2002.

(b) The District may, on its own motion, require that a Lessee apply for a Nonconforming Use Permit for a nonconformity existing on such Lessee's lot.

(c) Upon receipt of a complete application for a Nonconforming Use Permit meeting all of the requirements of this Article XVI, the District shall have a minimum of thirty (30) days to review such application before issuing any approval or denial. No "fast-track" or accelerated procedure exceptions shall be allowed.

ARTICLE XVII **ENVIRONMENTAL PROTECTION REGULATIONS**

17.1 All applicable Environmental Laws, including all rules and regulations established by TCEQ are incorporated herein by reference and shall be applicable to all District Property.

17.2 Littering is strictly prohibited on all District Property, including the Lake.

17.3 No person shall Manage or Release any Hazardous Materials on District Property except in strict compliance with a permit issued by the District.

17.4 Any Release of Hazardous Materials on District Property shall be immediately reported to the District's office and the Franklin County Sheriff's office, in addition to any required state and federal reporting.

17.5 Dumping or disposing of any kind of trash, construction debris, garbage, refuse or solid waste (e.g., abandoned automobiles, ashes, street cleanings, dead animals, leaves, grass clippings, etc.) on District Property is strictly prohibited.

17.6 The open burning of any kind of trash, construction debris, garbage, refuse or solid waste materials is strictly prohibited on District Property. Notwithstanding the foregoing, a Lessee may, on such Lessee's own Leased Property, burn leaves, grass cuttings and prunings generated on such Leased Property, unless a ban on outdoor burning is currently in effect.

17.7 In conjunction with the performance of any construction or other activity requiring a permit under these Rules, the use of equipment requiring gasoline, oil or any other petroleum product for its operation is strictly prohibited anywhere within fifty feet (50') of the Lake unless the work area is contained on the water side with properly secured, skirted containment booms. Additionally, containment booms shall be required whenever any such equipment is in use directly over the Lake, whether or not the activity requires a permit hereunder. Whenever containment booms are required under this Rule, the containment booms shall be placed at least fifty feet (50') from all such equipment or any portion thereof. While such equipment is not in use but is parked on District Property, the containment booms shall be placed at least ten feet (10') from all such equipment or any portion thereof. The foregoing rule shall not apply to small equipment for personal (i.e., non-construction, non-

commercial) use including generators, air compressors, lawn mowers, skid loaders, small tractors, small trenchers and other similar yard maintenance equipment, unless such equipment is being used directly over the Lake.

17.8 The District has enacted an aquatic plant management plan. Cutting, harvesting, destroying, spraying or otherwise damaging aquatic vegetation of any kind on District Property is strictly prohibited, except with a permit issued by the District.

17.9 The District participates in an ecosystem restoration program. Moving, damaging, or destroying any planting sites, cages or other protective enclosures on District Property is strictly prohibited.

17.10 No Mining shall be permitted anywhere on District Property; provided, however, that this Rule shall not prohibit any extraction, removal, or stockpiling of earth materials incidental to an approved dredging or construction permit as otherwise provided in Article XIV hereof.

17.11 No person, firm or corporation shall drill, construct, operate or maintain a well or any other type of drilling or pumping technology on District Property for the purposes of bringing to the surface of the ground any oil, natural gas or other hydrocarbon or mineral, whether in liquid or gaseous form.

ARTICLE XVIII **VIOLATIONS AND PENALTIES**

18.1 A violation of these Rules caused by a Lessee, its agents, contractors, heirs or assigns, or occurring on a Lessee's Leased Property shall automatically constitute a default under such Lessee's Lease, which shall entitle the District to exercise any remedy available to it by contract, at law or in equity, including termination of the defaulting Lessee's Lease and forfeiture of leasehold estates.

18.2 A violation of any of these Rules by the holder of a permit issued by the District shall, in addition to any other rights and remedies of the District hereunder, subject such permit to immediate suspension, cancellation or revocation without refund of any permit fee.

18.3 Upon prior notice to a defaulting Lessee or permit holder (as applicable), the District may, but shall not be obligated to, cure a violation of these Rules, in which case the District shall be reimbursed on demand by such defaulting Lessee or permit holder for all expenses incurred in curing such violations.

18.4 Any improvement located on District Property that is not in full compliance with these Rules, whether through variance, nonconforming use permit, or otherwise, is subject to forced removal by the District.

18.5 Each violation of these Rules shall be a Class C misdemeanor under the laws of the State of Texas.

18.6 Each occurrence of a continuing or repeated violation of these Rules shall constitute a separate offense.

18.7 Any peace officer licensed by the State of Texas and having jurisdiction within Franklin County, Texas under the laws of the State of Texas is hereby authorized to enforce the provisions of these Rules.

ARTICLE XIX **GENERAL**

19.1 These Rules are made by the District for the orderly administration and protection of District Property and shall be enforceable only by the District in the exercise of its sole discretion.

19.2 In determining whether to approve or deny any request or application made to the District under these Rules (e.g., construction permits, variances, Nonconforming Use Permits, special event permits, etc.), the District shall consider the standing of the applicant, including whether the applicant is currently in default under any other obligations to the District and the applicant's prior compliance and payment history.

19.3 The water levels in the Lake will not be constant, and shall vary depending on the amount of water used and delivered from the Lake, evaporation rates, rainfall amounts, runoff, and other factors beyond the District's control. No party shall have any claim against the District for the maintenance of any particular water level.

19.4 Outdoor burning on District Property is subject to all applicable governmental regulations, including without limitation the rules contained in Chapter 111, Subchapter B of the Texas Administrative Code.