

Tri-County Point POA is not responsible for any ruts, grass loss etc. on properties associated with installs or repairs. That will be the land owner's responsibility.

Thank you,
Tri-County Office Staff

Land Owner
Date



Sewer installs come with a 90-day install warranty on the pump. After the 90 days it is the land owner's responsibility to pay for the repairs, including parts and labor. The only other choice will be to call your own Plummer.

Section Lot#	
Thank you	
Tri-County Office Sta	ff
	Land Owner
Date	

Must be signed and returned with permit

#### TRI-COUNTY POINT PROPERTY OWNERS ASSOCIATION

14 County Road 480, Palacios, Texas 77465 Tel. No. 361-972-3998 \* Fax No. 361-972-0309

Email: tricounty@outlook.com

### **Water & Sewer Agreement**

- The POA agrees to sell and deliver water to the customer and the customer agrees to purchase and receive water from the POA in accordance with the rules and regulations of the POA as included in its approved Tariff on file with the Utility and the Texas Water Commission.
- All water will be measured by meter which is furnished, installed, owned and maintained by the Utility. The meter and/or sewer connection is for the sole use of the customer to service one dwelling, business or property. The customer shall not share, resell, or sub meter water to any other dwelling, business, property, etc., without the specific written authorization from the POA and in compliance with applicable laws and regulations.
- Customer will allow the POA access at all reasonable times to its property and equipment located upon customer's premises
  for the limited purposes of reading the water meter, repairing or replacing existing facilities and the inspection of customer's
  facilities to check for illegal connections or unsafe plumbing practices or cross-connections, in compliance with the
  requirements of the Texas Department of Health's "Rules and Regulations for Public Water Systems".
- The water meter will be located in the POA right of easement and the customer is responsible, at their own expense, a service line from the water meter to the point of use which includes a cutoff valve on the customer's side of the water meter.
- Customer will be responsible for maintenance and repair of their service line. Customer shall hold the POA harmless from any
  and all claims or demands for damage to real-estate or personal property occurring from the point the customer ties on the
  water meter to the final destination of the line installed by the customer.
- Customer understands the Utility has right to the easement for the purpose of installing, maintaining and operating such pipe lines, meters, valves, and any other equipment which may be deemed necessary for the provision of Utility service to that Customer.
- The POA will attempt to restore the customer's property to its original condition after installation or repairs. This easement may be in such form as required by the Utility.
- Customer will not permit anyone except the Utility's employees to tamper with or interfere with any of the equipment
  installed on the customer's premises, including locks.
- Sewer customer will furnish, at owner's expense, power to the sewer pump two 110 volt electrical plug with a weather tight box. Electrical wire must be buried in ground, in underground conduit. Customer will install, at owner's expense, a service line from the sewer pump to the point of use. The sewer pump cannot be connected to an extension cord.
- The individual household pumping units in the collection system are integral components of the treatment system and not
  household plumbing; therefore, the permittee is responsible for operation and maintenance of these units. However, if the
  home owner has recurring problems with the system we may require the homeowner to pretreat their system before it enters
  our integral components.
- If the integral components of the system are damage due to misuse, from items such as, oil, grease, feminine products, diapers, cigarette butts, handl-wipes, rags & strings, coffee grounds, paper towels, anti-bacterial soaps, latex, plastic or metallic objects, and any other non-biodegradable items, the household member will be responsible for ALL repair cost.

#### noun: maintenance

the process of maintaining or preserving someone or something, or the state of being maintained. "crucial conditions for the maintenance of democratic government"

#### **COMMERCIAL APPLICANTS**

Please describe the commercial operations on a separate page:

Will these operations place unique, non-standard service demands upon the system or require any special facilities? YES If yes, please describe.

Applicant's Signature:	Date:

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14 County Road 480, Palacios, Texas 77465 Tel. No. 361-972-3998 \* Fax No. 361-972-0309

Email: tricounty@outlook.com

## **Application for Water & Sewer Tap:**

Return application by <b>CERTIFIED MAIL WITH RETURN RECEIPT</b> to the address above OR <b>HAND DELIVER</b> to the Tri-County Point PO office with application fees.
Applying for Water Installation Sewer Installation
Property Owner Name (s):
Property Owner Phone #:
Property Owner Address: Section:Block:Lot:911 Address:
Pursuant to <b>Article VIII, Section 5</b> of the Association's By-Laws, the rights and authority of the Control Committee (the "Committee") are vested in the Board of Directors of the Association (the "Board").
It is required by the Deed Restrictions that any homeowner considering improvements to their property must make application to the Board for approval.
Relative to any application submitted to the Board, the Lot Owner(s) shall be required to make advance payment to the Association for a non-refundable administrative fee to offset the Association's costs of reviewing the application and accompanyin plans and specifications submitted, regardless of whether any such application is approved or denied/disapproved.
Completed Application
Application fee
Current with all POA fees and dues
I understand that Tri-County Point Property Owners Association's Board of Directors requires three signatures for improvement applications and will act upon this request as soon as possible. However, the approval can take up to 21 days.
I agree not to begin improvements until I pick up my permit and post permit in my yard.
I understand that all work must be completed within 180 day's from the approval date, unless otherwise stated.
I have been offered a copy of the Utility's Texas Water Commission approved Tariff, given the water & sewer agreement and agrees to pay the rates in the Tariff and abide by the requirements in this application.
Applicant's Signature:Date:
For Office Use Only
Date Received: Initials: Installed Incomplete
Reason:
Office Staff Signature: Date:

# TRI-COUNTY POINT PROPERTY OWNERS ASSOCIATION, INC.

14 County Road 480 \* Palacios, Texas 77465 Tel. No. (361)972-3998 Fax No. (361)972-0309

E-mail: office@tricountypoa.com Website: tricountypoa.org Facebook: Tri-County Point POA

# Welcome to Tri-County Point

#### **Helpful Information:**

**ANNUAL MAINTENANCE FEES:** Annual maintenance invoices are mailed in October of each year. Each property owner is assessed \$125.00 per lot per year. The annual maintenance fee is later after March 31<sup>st</sup> of each year and subject to penalties. These funds are used for maintenance of all common facilities and areas such as, swimming pools, parks, roads, the community center, equipment and employee salaries.

**MOWING:** Each property owner is responsible for mowing and maintaining their own property and culverts. If you choose not to maintain your lot the POA will maintain it for you, as described in 2.5(f) General Restrictions Relating to All Lots in the Subdivision. Mowing is scheduled monthly as needed at a cost of **\$60.00** per mow. (There is NOT a "Do Not Mow" list. If you do not want the POA to mow, you must keep your property mowed.

**TRASH:** Property owners are responsible for disposing of their own trash. <u>Under no circumstances can household trash</u> <u>be left at the pools or parks</u>. You will be billed for any unauthorized disposal.

LIMBS AND SHRUB TRIMMINGS: Property owners are responsible for disposing of their own limbs, shrub trimmings, grass clippings, etc. You will be penalized for any unauthorized disposal.

**PROPERTY OWNER'S MEETINGS:** Dates vary for POA meetings. You can find all current information on our website, Facebook page, or in our office.

UTILITY FEES: Water \$35.00/month, for new install \$500.00. Sewer \$22.00/month, for new install 1000.00.

**PETS:** Pets must be kept on a leash anytime they are off of their owners' property. Pet owners are responsible for any damage or disturbance their pets may cause. Failure to abide by this restriction will result in non-compliance fees being charged to the owners account.

**BUILDING PERMITS:** New construction and any type of property modifications must be approved by the POA board **BEFORE** any work begins. All liens and Fees must be paid in full before any application is approved. Applicant will be notified when application is approved or rejected. Permits must be picked up in the office and displayed on owners' property before work begins and must remain on property until work is complete.

- Golden Crescent Emergency Services: 361-578-1587 call this for your 911 address
- Building permits contact Lori McLennan at Jackson County Code enforcement office in Edna, 361-782-7552.
- Water and Sewer- Contact POA office for proper paperwork
- Electricity: Jackson Electric Coop 361-782-7193, or AEP 877-373-4858
- Trash Service Trust Waste Solutions 979-257-3610
- Aerobic System Companies Lone Star 361-782-2421 Hurts 361-771-3451