

*BUFFALO MOUNTAIN  
METROPOLITAN DISTRICT*

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**BUFFALO MOUNTAIN METROPOLITAN DISTRICT  
RULES AND REGULATIONS**

As Originally Adopted November 20, 2007, and  
Ratified August 20, 2013

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## ARTICLE I

### 100 - GENERAL PROVISIONS

#### **.01 - SCOPE**

Except where revised, these Rules and Regulations shall be treated and considered as the continuing and comprehensive regulations governing the operations and functions of the Buffalo Mountain Metropolitan District (“District”), and shall where revised supersede all previous regulations of the District. These Rules and Regulations shall be in addition to, and shall not supersede, the rules and regulations now existing or hereafter adopted of the Joint Sewer Authority (“Joint Authority”), and in the event of a conflict between the rules and regulations of the Joint Authority and the Rules and Regulations of the District, the more restrictive measure shall prevail. The rules and regulations of the Joint Authority are adopted and incorporated herein by this reference together with all amendments and addendums thereto.

#### **.02 - PURPOSE**

The purpose of these Rules and Regulations is to provide a comprehensive guide for the administration and operation of all water, sanitation, storm drainage, streets, transportation, and other utility facilities or systems which are owned or operated by the District, including additions, extensions, and connections thereto. Compliance with these Rules and Regulations is the responsibility of all persons utilizing, extending, modifying, or maintaining the District's water, sewer, road, and storm drainage and/or transportation systems. Unless specifically undertaken herein, or by operation in specific cases, the District assumes no responsibility to oversee or supervise the activities of others in their accessing or use of the District's systems.

#### **.03 - POLICY**

The Rules and Regulations hereinafter set forth will serve the public in securing the health, safety, prosperity, security, and general welfare of the inhabitants of the Buffalo Mountain Metropolitan District.

#### **.04 - ADOPTION, AMENDMENT AND INTERPRETATION**

These Rules and Regulations are adopted and subject to later amendment by action of the Board of Directors of the District. These Rules and Regulations are subject to change without notice. The Board of Directors may from time to time enlarge upon, delete, change or amend these Rules and Regulations at any time, at a regular, continued, or specially called meeting of the Board.

Whether stated in the body of this document or not, amendments which are declared in the minutes of the meetings of the Board of Directors, or effected by virtue of the entry by the Board into, or the amendment of, any agreement, shall be in full force and effect from the date of such declaration or agreement. Where these Rules and Regulations call for a determination by the Board as to their application or operation, or where additional action is necessary (i.e., the adoption of specific controls and guidelines) the Board shall do so by resolution at a regular or special meeting, and such resolution shall be made a part of the District's records and by its adoption shall be made a part hereof whether incorporated into the body hereof or not.

Any dispute as to the interpretation of these Rules and Regulations or as to their application in any given case shall be submitted to the Board of Directors and their decision shall be final. The Manager shall have the authority to make interim decisions on matters not covered by these Rules and Regulations. Such interim decisions shall be binding until ratified or altered by the Board of Directors.

Any person violating any of the provisions of these Rules and Regulations or those of the Joint Authority shall become liable to the District for any expense, loss or damage occasioned by reason of such violation, including, but not limited to, attorneys' fees and costs should they be incurred, and the Board shall assess a penalty against the property of the person violating the Rules and Regulations in an amount calculated to recover the loss or damage occasioned. All such expenses and amounts so assessed shall be deemed a charge of the District and may be enforced

by means of a perpetual lien against the property served, which may be foreclosed in accordance with the provisions of these Rules and Regulations and Colorado law.

**.05 - NO RIGHTS CONFERRED**

No provision of these Rules and Regulations, nor any amendment thereof by whatever method, shall be interpreted or construed as conferring any right, property or other, upon any individual or entity other than the District itself.

**.06 - DESIGN CRITERIA, STANDARDS AND SPECIFICATIONS**

All facilities built for the District shall conform to the design criteria, standards and specifications established by the District and the Joint Authority.

**.07 - MISCELLANEOUS**

- a. **Gender:** Whenever required by the context, the singular shall include the plural, the plural the singular, and one gender shall include all genders.
- b. **Severability:** The invalidity or unenforceability of any particular provision, sentence, phrase or word of these Rules and Regulations shall not affect the other provisions herein, and these Rules and Regulations shall be construed in all respects as if such invalid or unenforceable provision sentence, phrase or word were omitted.
- c. **Headings for Convenience Only:** The headings used herein are for convenience only and in no way expand or contract the meaning or scope of any section.

## ARTICLE II

### 200 - DEFINITIONS

Unless the context specifically and expressly indicates otherwise, the meaning of terms used herein shall be as follows:

**.01 - ACTIVATE**

To actually put a sewer or water Connection to use, or to put it in such a state as to be capable of being put to use.

**.02 - ACTUAL COST**

All direct costs applicable to the construction of a given Main, Service line, or other facility including construction, engineering, inspection, plan approval fees, etc. which have been paid by the District, Constructor, Contractor, User or Customer in question. Actual Costs shall include, but not be limited to, the cost of acquiring rights-of-way, easements, valves, fire hydrants, wiring and any other appurtenances of the mains, service lines or facilities.

**.03 - AWWA**

American Water Works Association.

**.04 - BACKFLOW**

Back-flow means the reversal of the normal flow of water caused by either back-pressure or back-siphonage.

**.05 - BOARD AND BOARD OF DIRECTORS**

The duly elected or appointed Board of Directors of the District, which acts as the governing body of the District.

**.06 - COMMERCIAL**

Business and retail units, including but not limited to schools, hotels, motels, trailer parks, stores, churches, laundries, and hospitals.

**.07 - CONNECTION**

The connecting of a Service Line from the structure which it is to serve to a Main or stub-out from a Main.

**.08 - CONNECTION FEE**

The fee paid to the District to cover the cost of the water meter and reader, plus ten percent (10%).

**.09 - CONSTRUCTOR**

The land owner(s), Developer(s), subdivider(s), or agency(ies) actually paying for the construction of drainage facilities or Mains.

**.10 - CONTRACTOR**

Any person, firm or corporation authorized by the District to perform work and to furnish materials within the District.

**.11 - CUSTOMER**

Any person, organization, partnership, company, limited liability company, corporation, or governmental authority or agency authorized by the District to use the District's water, sewer, storm drainage, recreation, or transportation systems.



**.12 - DELETERIOUS WASTES**

Any wastes contained in special or prohibited sewage that would be harmful to the District's sewer Mains or to the sewage treatment works to which the Mains connect.

**.13 - DEVELOPER**

Any person who owns land and seeks to have the land served by the District.

**.14 - DISTRICT**

The Buffalo Mountain Metropolitan District, Summit County, Colorado.

**.15 - DISTRICT ENGINEER**

That person who has been designated by the Board to do engineering work for the District.

**.16 - DISTRICT MANAGER OR MANAGER**

The person or entity who has been designated by the Board to provide management and/or administrative services for the District, as the same may be defined by the Board. The Manager may designate representatives to carry out the management and/or administrative services defined by the Board.

**.17 - DUPLEX**

A two-unit residential structure.

**.18 - EQR**

The unit of measurement used by the District to define the capacity in the District's Sewage System and Water Works, and that portion of said capacity reserved unto a Customer through the payment of a Systems Development Fee.

**.19 - EMERGENCY REPAIR**

Any occurrence, condition or system failure that requires immediate action by the District, as determined by the District in its sole discretion.

**.20 - FEE SCHEDULE**

The schedule of fees, rates and charges on file in the District's office, as it may be amended from time to time. The Fee Schedule may be a separate document or incorporated into the latest "Application for Water and Sewer Service."

**.21 - INDUSTRIAL WASTES**

The wastes from industrial processes as distinct from sanitary sewage.

**.22 - IRRIGATION TAP**

The right to make a connection of a water Service Line to a water Main for the sole purpose of providing irrigation service to a property.

**.23 - JOINT AUTHORITY**

The Joint Sewer Authority.

**.24 - (Left Blank For Future Use.)**

**.25 - MAINS**

Any pipe, piping or system of piping owned by the District and located in County or District roads or road rights of way, or in easements owned by the District, and used as a conduit in the District's water or sewage system.

.26 - (Left Blank For Future Use.)

.27 - **MAY**

is permissive, **SHALL** is mandatory.

.28 - **MULTI-FAMILY CONNECTION**

One connection serving more than two units.

.29 - **PERMIT**

Written or verbal permission of the Board of Directors or its authorized representative to connect or otherwise use or deal with a Utility Facility or other property of the District and pursuant to the Rules and Regulations of the District.

.30 - **PERSON**

Any individual, firm, company, limited liability company, society, corporation, association, partnership, group, or governmental unit other than the District.

.31 - **PRETREATMENT FACILITIES**

Structures, devices or equipment used for the purpose of removing the deleterious wastes from special sewage before it enters a District sewer Main or any facilities directly or indirectly connected to the Joint Authority's system.

.32 - **PRIVATE HYDRANT**

A fire hydrant served by a Service Line.

.33 - **PUBLIC HYDRANT**

A fire hydrant served by a Main.

.34 - (Left Blank For Future Use.)

.35 - **RESIDENTIAL**

Living units, including but not limited to single and multi-family units and rooming houses.

.36 - **SERVICE LINE**

Any line, pipe, conduit, system of lines or piping, and appurtenances, including, without limitation, all portions of any corporation stop, valve, box and/or meter, used as a conduit for sewage or water service between a building (or, undeveloped lot or parcel) and a District sewer Main or water Main, including as part thereof any of the same lying within road rights of way and/or beneath road improvements.

.37 - **SEWAGE**

Organic or inorganic material in suspension or solution originating from within residential, commercial, public use or industrial buildings.

.38 - **SEWAGE SYSTEM**

All facilities owned by the District and used for collecting, treating, and disposition of sewage. As appropriate, and as the context indicates, the sewage system may include facilities relating to drainage.

.39 - **SEWER TAP**

The right to make a Connection of a sewer Service Line to a sewer Main.

**.40 - SHALL**

is mandatory; MAY is permissive.

**.41 - SYSTEMS DEVELOPMENT FEE**

The payment to the District of a fee for the privilege of connecting to the District's water and sewer systems, and to use the other programs, services and facilities furnished by the District.

**.42 - TAP**

A right to connect a water or sewer Service Line to the Main or stub-out.

**.43 - UNIT**

A dwelling having at least one bath and one kitchen facility. All buildings shall be charged on the basis of equivalent residential units (EQRs) according to a schedule established by the Joint Authority. If the use of an existing building is changed, and the new use requires additional sewer capacity, then additional Taps must be purchased. The number of Taps required will be based on the schedule established by the Joint Authority. On a case-by-case basis, District, based on consultation with or the standards of the Joint Authority, shall have sole discretion and power to define the terms "bathroom" and "kitchen facility".

**.44 - USER**

Any person to whom water, sewer and/or other service is provided, be it renter, record owner, or other person.

**.45 - UTILITY FACILITY**

The entire network of plants, buildings, equipment, Mains, and their appurtenances owned by the District in the provision of water, sewer, or drainage services, now or hereafter acquired.

**.46 - WATER TAP**

The right to make a connection of a water Service Line to a water Main.

**.47 - WATER WORKS**

All facilities owned by the District for transporting or distributing, storing, pumping, treating, or metering water.

## ARTICLE III

### 300 - OPERATION OF THE BOARD OF DIRECTORS AND AGENTS

#### .01 - OFFICES

- a. **Principal Office:** The principal office of the District may be located as designated by the Board of Directors.

#### .02 - BOARD OF DIRECTORS

- a. **Number, Qualifications:** Except as otherwise provided in the Colorado Revised Statutes, and except as properly delegated to others, the business and affairs of the District shall be managed by a Board of Directors consisting of five (5) members. Each Director shall be elected pursuant to Colorado law or, in the event a vacancy occurs, shall be appointed by the remaining members of the Board of Directors as provided in ' 32-1-905(2), C.R.S.
- b. **Performance of Duties:** Pursuant to the provisions of the Colorado Revised Statutes, a Director shall perform his duties as a Director, including his duties as a member of any committee of the Board upon which he may serve, in good faith, in fulfillment of his oath of office, in a manner he reasonably believes to be in the best interests of the District, and with such care as an ordinarily prudent person in a like position would use under similar circumstances.
- c. **Vacancies:** Any vacancy in the Board shall be determined and filled in accord with §32-1-905, C.R.S.
- d. **Recall:** Any Director may be recalled pursuant to §§32-1-906 and 32-1-907, C.R.S.

#### .03 - MEETINGS OF THE BOARD

- a. **Place of Meetings:** The regular or special meetings of the Board, or any committee designated by the Board, shall be held at the principal office of the District or at any other place that a majority of the Board of Directors, or any such committee as the case may be, may designate from time to time by resolution. All official business of the Board shall be conducted only during regular, continued, or special meetings at which a quorum is present, following notice as required by statute.
- b. **Regular Meetings:** The Board shall meet regularly.
- c. **Notice of Regular Meetings:** Notice of the regular meetings of the Board or any committee designated by the Board shall be given pursuant to §32-1-903, C.R.S. and §24-6-402, C.R.S. as applicable to the District. Such notices shall be changed in the event the time or place of the regular meeting is changed.
- d. **Special Meetings and Notice of Special Meetings:** Special meetings of the Board of Directors, or any committee designated by the Board, may be held as often as the needs of the District require, upon notice to each Director pursuant to §32-1-903(2), C.R.S. Special meetings may be called by any Director by informing the other Directors of the date, time and place of such special meeting, and the purpose for which it is called, and by posting notice as provided in §32-1-903, C.R.S.
- e. **Quorum and Conflict of Interest:** At meetings of the Board of Directors, a majority of the number of Directors serving on the Board of the District or a majority of the members of any such committee, as the

case may be, shall be necessary to constitute a quorum for the transaction of business. Attendance may be made via telephone conference as long as the Director or Directors so attending are able to hear and be heard. If a quorum is present, the act of the majority of Directors in attendance shall be the act of the Board of Directors, unless the act of a greater number is required by the Colorado Revised Statutes.

- 1) If at any meeting at which a quorum is present, one or more members of the Board abstain or believe they should abstain from voting on an issue because of a potential conflict of interest, then the presence of the member or members shall not be counted for purposes of determining whether there continues to be a quorum at the meeting. Should the application of this rule result in a failure of the quorum for purposes of the meeting, the issue in question shall be tabled until such time as the member or members are able to qualify themselves to act, but the meeting shall continue for purposes of considering such other matters as may properly come before the Board.
  - 2) Any one Director may bring the lack of a quorum under this rule to the attention of the Board.
  - 3) If, at any duly called regular or special meeting a quorum is not present, then the Director or Directors present may, by a voice-vote, continue the meeting to another time and place and shall, if the meeting is to be continued, notify the other Directors of such continuance, and shall post notice of such continuance prominently at the place the meeting was to occur so that anyone who might have attended the meeting will see it.
- f. **Agenda:** The District Manager shall prepare an agenda for each meeting, but said agenda shall not preclude the Board from the consideration of such other matters as may properly come before the Board.
- g. **Public Meetings and Public Hearings:** All regular, continued and special meetings or hearings of the Board shall be public meetings.
- h. **Continuances:** Any meeting, whether regular or special, and any public hearing which is a part of any regular or special meeting, may be continued to another time and/or place at the discretion and upon a majority vote of the Board members present at the meeting. Meetings, and public hearings to be held during such meetings may also be continued, in advance of the meeting to be held, by the District Manager upon the verbal consent of a majority of the Board, and upon the posting of a notice of such continuance prominently at the place at which the meeting to be continued was to be held, so that persons who might have attended the meeting will see it.
- i. **Executive Sessions:** The board may from time to time call executive sessions of the Board as allowed by Colorado law.

#### **.04 - OFFICERS AND AGENTS**

- a. **General:** The executive officers of the District shall be elected by the Board of Directors at the first meeting of the Board held after each election. If the election of officers shall not be held at such meeting, such election shall take place as soon thereafter as a meeting may conveniently be held. The officers of the District shall consist at a minimum of a president and chairman of the Board, a secretary and a treasurer, or a secretary/treasurer. The secretary need not be a member of the Board of Directors. All members of the Board not the president, vice-president or secretary or secretary/treasurer shall be, automatically, assistant-secretary.

Two or more offices may be held by the same person except that one person shall not at the same time hold the offices of president and secretary. Officers shall hold office until their successors are chosen and have qualified, unless they are sooner removed from office as provided in these Rules and Regulations or until their death or until they shall resign from the office or from the Board or until they cease being qualified to be a member of the Board pursuant to §32-1-905(1), C.R.S.

- b. **General Duties:** All officers, the District Manager, and all agents of the District, as between themselves and the District, shall have such authority and shall perform such duties in the management of the District as may be provided in these Rules and Regulations or as may be determined by resolution of the Board of Directors not inconsistent with these Rules and Regulations.
- c. **Vacancies:** When a vacancy occurs in one of the executive offices by reason of death, resignation or otherwise, it shall be filled in accordance with the provisions of §32-1-905, C.R.S.
- d. **Salaries:** The compensation of the Board and the salaries of other agents and employees of the District may be fixed by the Board of Directors, or by any committee designated by the Board or by an officer to whom that function has been delegated by the Board, provided that such function shall only be delegated by the Board only if the Board provides adequate standards to guide the actions of the delegatee. No Director shall receive compensation from the District in any form, directly or indirectly, that is in excess of that allowed by §32-1-902(3), C.R.S.
- e. **Removal:** Any officer or agent may be removed by the Board whenever in its judgment the best interests of the District may be served thereby, but removal from office of a member of the Board shall not otherwise change the status of the Board member.
- f. **President:** The president, if present, shall preside as chairman at meetings of the Board of Directors. He or she shall, in addition, have such other duties as the Board may prescribe.
- g. **Secretary:** The secretary shall keep or cause to be kept in books provided for that purpose the minutes of the meetings of the Board of Directors; shall see that all notices are duly given as required by law; shall be custodian of the records and of the seal of the District and, where required, shall see that the seal is affixed to all documents; shall be familiar with and shall attest to the authenticity of the signature of the president and other officers when necessary or desirable, and, in general, shall perform all duties incident to the office of secretary and such other duties as may, from time to time, be assigned by the Board or by the president. In the absence of the secretary or his or her inability to act, any assistant secretary shall act with the same powers and shall be subject to the same restrictions as are applicable to the secretary.
- h. **Treasurer:** The treasurer is the custodian of District funds and accounts. The treasurer shall keep or cause the keeping of full and accurate accounts of receipts and disbursements and shall deposit or cause to be deposited all District monies and other valuable effects in the name and to the credit of the District in the depository or depositories of the District as selected by the Board, and shall render or cause to be rendered an accounting of all transactions as treasurer, and of the financial condition of the District, to the president and/or the Board upon request. Such power given to the treasurer to deposit and disburse funds shall not, however, preclude any other officer or employee of the District from also depositing and disbursing funds when authorized to do so by the Board. The treasurer shall have such other powers and perform such other duties as may be from time to time prescribed by the Board or the president.

Regardless of any instructions from anyone to the contrary, the treasurer shall cause the funds of the District to be placed only in investments authorized or allowed by the Colorado Revised Statutes, including but not limited to, §24-7.5-601, C.R.S. and related statutes.

- i. **Delegation of Duties:** Whenever an officer is absent, or whenever for any reason the Board of Directors may deem it desirable, the Board may delegate the powers and duties of an officer to any other officer or officers or to any Director or Directors.

#### **.05 - SEAL**

- a. **Seal:** The District has selected a seal, and may cause one or more seal-imprinting devices to be maintained by the District or its delegates.
- b. **Custody:** The secretary shall see to the custody of the seal and may delegate such custody to others including, but not limited to, the Manager or the attorneys for the District.

#### **.06 - MANAGER'S MONTHLY REPORTS**

At each meeting of the Board, the District Manager shall present to the Board for review and approval:

- a. **Past Expenditure Report:** A detailed written report for review and ratification as to all expenditures by the District Manager on behalf of the District for the time period between the meeting in question and the last previous meeting of the Board, including comparisons with previous time periods; and
- b. **Future Expenditure Report:** The annual budget shall serve as a written report as to all expected expenditures for the time period between the meeting in question and the next meeting of the Board; and
- c. **General Report:** A short written report on incidents and matters that may be of interest to the Board; and
- d. **Other Reports:** As may be required from time to time by the Board.

## **ARTICLE IV**

### **400 - OWNERSHIP AND OPERATION OF UTILITY FACILITIES, POWERS OF AGENTS**

#### **.01 - POLICY**

The District is empowered and shall endeavor to distribute water for domestic use within the District, and to maintain, repair and replace the Utility Facility in a sound and economical manner, in accordance with these Rules and Regulations and those of the County of Summit and the State of Colorado, but shall not be liable or responsible for inadequate pressure or interruption of service brought about by circumstances beyond its control.

The District is empowered and shall endeavor to operate and maintain the Sewage System in a sound and economical manner, in accordance with these Rules and Regulations and those of the Joint Authority, County of Summit, and State of Colorado, but shall not be liable or responsible for interruption of service brought about by circumstances beyond its control.

The District may, as conditions and financial ability permit, repair and maintain roads and roadways within the District, including snow plowing and sanding.

The District may, as conditions and financial ability permit, provide public transportation services, drainage services and irrigation water services within its boundaries.

The District shall endeavor to plan for, capitalize and build adequate capital improvements as demand occurs; but the District shall not be liable or responsible for failure to approve additional service when capacity is exceeded or may be exceeded by demand or when such service is prohibited by a governmental entity with proper authority to make such a prohibition.

Prior to the construction of any facility which is intended to be submitted for acceptance by the District, and to be owned and/or operated and/or maintained thereby, complete, detailed, and reproducible construction drawings acceptable to the District shall be submitted to the Manager for approval, together with such other supporting documentation as may be required by the District. No facility will be accepted by the District if not constructed, installed, and/or provided in the manner set forth in these Rules and Regulations as the same may be amended from time to time.

#### **.02 - LIABILITY**

The liability of the District shall be limited as provided in the Colorado Governmental Immunity Act, as the same may be amended from time to time. The Customer, by the acceptance of service from the District, enters into a contract in which the Customer agrees and expressly stipulates that service is provided by the District on condition that no claim for damage shall be made against the District by reason of the following: breaking of any Service Line or Main, pipe, cock, valve, wire, or meter by any person; failure of the water supply; shutting off or turning on water in the water Mains; the making of connections or extensions; damage caused by water running or escaping from open or defective faucets; burst Service Lines or other facilities not owned by the District; damage to water heaters, boilers, or other appliances resulting from shutting water off, or from turning it on, or from inadequate or sporadic pressures; or from doing anything to the water system of the District deemed necessary by the Board of Directors or its agents; blockage in the Sewage System causing the backup of effluent; damage caused by "smoking" of Mains to determine drainage connections to District Mains; breakage of Service Lines or Mains by District personnel; or for interruption of water, sewer, or other service and the conditions resulting therefrom where said interruption of service is brought about by request of Customer, by action of the District where said action was deemed by the District to be necessary, or by circumstances beyond the District's control.

The District hereby reserves the right to cut off the domestic water supply or disconnect the sewer service or other service at any time, for any reason deemed appropriate including, but not limited to, any violation of these Rules and Regulations or Board policies as set forth in the District minutes.



**.03 - OWNERSHIP RESPONSIBILITY**

All existing and future water, storm sewer, and/or sewer Mains and Sewage System and Water Works connected with and forming an integral part of the Utility Facility, as provided herein, shall become and is the property of the District. Said ownership will remain valid whether the water, storm sewer or sanitary sewer Mains and facilities are constructed, financed, paid for, or otherwise acquired by the District, or by other persons. The District shall have no liability associated with any facility not owned by the District.

- a. Water Service Lines:** With the exception of water meters, which are the property of the District, that portion of all existing and future water Service Lines extending from the Main (including that portion located within road rights of way and/or beneath road improvements) and Private Hydrants, shall become and are the sole property and responsibility of the Customer. Said ownership shall remain valid whether the Service Lines or Private Hydrants are constructed, financed, paid for, or otherwise acquired by the District or by other persons.
- b. Sewer Service Lines:** That portion of all existing and future sewer Service Lines extending from the Main (including that portion located within road rights of way and/or beneath road improvements) shall become and are the property of the Customer. Said ownership shall remain valid whether the Service Lines are constructed, financed, paid for, or otherwise acquired by the District or by other persons.

**.04 - POWERS AND AUTHORITY OF AGENTS**

The Manager or any duly authorized employee of the Manager or the District, bearing proper credentials and identification, shall be permitted to enter upon all properties for the purpose of repairs, inspection, observation, measurement, sampling, and testing, or any other reasonable purpose in accordance with the provisions of these Rules and Regulations.

Except to the extent specifically authorized by the Board, no such agent or employee shall have any authority to bind the District in any manner, commit to do anything on behalf of the District, admit to any negligence, failure or indiscretion on the part of the District, or in any manner speak for and on behalf of the District.

## ARTICLE V

### 500 - WATER SYSTEM

#### **.01 - EXCAVATION OR DISTURBANCE OF MAINS**

No unauthorized person shall uncover, make any connection with, or opening into, use, alter, or disturb any water Main or appurtenances without first obtaining a Permit from the District.

#### **.02 - PURCHASE OF TAPS**

Connection size and service facilities must be sufficient to adequately serve the building or use, as determined by the District; however, the District shall incur no liability for an erroneous determination and shall retain the right to collect proper fees even in the event of an erroneous determination.

#### **.03 - RESPONSIBILITIES OF THE CUSTOMER**

- a. **Repair of Service Lines:** Each Customer shall be responsible for maintaining the entire length of his water Service Line which includes the curb box, shut-off valve, meter and any portion of the Service Line lying within road rights of way and/or beneath road improvements. Leaks or breaks in the Service Line, curb box, shut-off valve, or meter shall be repaired by the Customer within seventy-two (72) hours from the time of notification of such conditions by the District. If satisfactory progress toward repairing the said leak has not been accomplished within such time period, the District shall shut off the service until the leaks or breaks have been repaired, or the District in its discretion may proceed to repair the leak or break and charge the full cost therefor, plus ten percent (10%), to the Customer, which cost shall be a charge of the District and be enforceable by a perpetual lien against the property of such Customer to secure payment of such cost. [In the event that the District performs an emergency repair to a Service Line, the District shall charge the owner for the cost of such emergency repair, plus ten percent (10%), and shall have and may enforce a perpetual lien against the property served for such charge as provided in these Rules and Regulations and Colorado law. If the District is unable to determine, in its sole and absolute discretion, whether a leak, break, failure or other condition exists within a Main or within a Service Line, the District shall be authorized to immediately perform an Emergency Repair. In the event that the District is unable to determine whether the leak, break, failure or other condition exists within a Main or Service Line, the seventy-two (72) hour notice requirement of this Section 500.03.a. shall not apply, and the District shall be authorized to complete the Emergency Repair. To the extent that all or any portion of such Emergency Repair is performed on a Customer's Service Line, the District may proceed to charge and collect that portion of the cost of the Emergency Repair properly allocated to the Service Line from the Customer, which cost shall be a charge of the District and be enforceable by the perpetual lien against the property of such Customer to secure payment of such cost.
- b. **Pressure Variations:** Customers have the duty to keep advised of varying pressures and conditions of service so as to properly protect their persons and property from injury by water furnished through the District's facilities.
- c. **Clear Curb Boxes:** Customers shall also take note that there is no waste-water drain in the shut-off at the curb box, nor at the Main, and that any water standing in the Service Line or pipes within a unit when water is turned off at the meter shut-off or Main will remain there unless drained out by the User by means of a stop or waste valve. The District is not responsible for the water quality of any such standing water after such turn-off.
- d. **Pressure Safety Devices:** All persons having boilers or other appliances on their premises depending on pressure of water in pipes, or on a continual supply of water, shall provide, at their own expense, suitable

safety appliances to protect themselves and their property against a stoppage of water supply or loss of pressure.

- e. **Pressure Reducing Valves for Units Connected to Mains with Pressures Over 80 PSI:** Where water pressure in the Main is over 80 PSI, pressure reducing valves shall be installed with respect to all Service Lines to be connected to such Main. Such pressure reducing valves shall be installed at the Customer's expense. Pressure reducing valve installation shall be as follows: SERVICE LINE - ON/OFF VALVE - PRESSURE REDUCING VALVE - METER - OPTIONAL ON/OFF VALVE.
- f. **Underground Irrigation Systems:** All buried underground irrigation systems (sprinkler systems), including but not limited to, residential, commercial, industrial, and government systems, shall have approved back-flow prevention devices installed.
- g. **Back-flow Control:** The back-flow of non-potable water, other liquids or foreign materials into the District distribution system is prohibited. All Service Lines are to have an approved back-flow device installed inside and at the point of entry into the structure.
- h. **Customer To Furnish Meter Location:** The District shall, as a condition to the provision of service, have access to each property and Unit served for the purpose of exercising its authority under these Rules and Regulations. The Customer shall furnish a warm, accessible meter location, usually in the basement or a closet or compartment near the point where the water Service Line enters the building. The Customer shall also furnish an outside location for the remote gauge to be mounted so that it is easily accessible for reading.  
  
Where the meter is to be located outside of the building, the Customer shall provide a vault for its installation. Vaults may be precast or poured-in-place. Precast vaults shall be so designed that all joints and corners are waterproof. The roof and walls of precast and poured-in-place vaults shall be made waterproof after construction by use of sealants, epoxies or other approved methods.
- i. **Defective Meters:** It shall be the duty of each Customer to notify the District office if his or her water meter(s) are operating defectively. If any meter shall fail to register in any period, the Customer shall be charged the average period consumption during the two preceding periods as shown by the meter when in order. If the District determines that any meter is recording consumption inaccurately, the District shall have the right to adjust the Customer's bill at any time and to repair or replace the defective meter at Customer's expense. The District shall have the right of access to install, inspect, repair, replace or otherwise maintain the meters. If the District has reason to believe that a water meter is not functioning properly, it may proceed to repair or replace the meter, whether or not the Customer has received notice that the meter is defective. The judgment of the District in these matters shall be final and binding.

**.04 - CUSTOMER TO PROVIDE HYDRANTS**

Customers shall provide Private Hydrants on private property as required by their building plans after approval by Summit County and the Lake Dillon Fire Authority. Only WATEROUS FIRE HYDRANTS are authorized in the District. As-built plans for all Private Hydrants and their Service Lines shall be provided by the Customer to the District.

**.05 - DISTRICT TO MAINTAIN HYDRANTS**

The District strongly encourages the use of maintenance contracts for the private maintenance of Private Hydrants and their supply lines, however the District shall have the authority to test and maintain all Public and Private Hydrants in the District in public rights-of-way and on private property. The District shall have the right to enter upon and use a reasonable part of the Customer's property to locate, survey, reconstruct, operate,

use, maintain, repair, replace and/or remove the Private Hydrant and lines supplying the same and to remove objects interfering therewith.

Testing and maintenance of Private Hydrants, if initiated by the District, may be at the expense of the District. Repair and maintenance of Service Lines including restoration of backfill and surface area to its condition prior to repair shall be at the expense of the Customer. Except in an emergency, it shall be the policy of the District to provide the owner of a Private Hydrant at least 24 hours notice prior to the initiation of any activities involving Private Hydrants and to give the owner the opportunity to take such action itself within the same time period as it would have taken the District to perform the activity. Failure to conform to such policy shall not relieve the owner of any responsibility that it may otherwise have under these Rules and Regulations. In the event that the District performs any of the activities or performs an emergency repair to a Private Hydrant or Service Line, the District shall charge the owner for the cost of such activity or emergency repair, plus ten percent (10%), and shall have and may enforce a perpetual lien against the property served for such charge as provided in these Rules and Regulations and Colorado law.

All excavations required for the installation of Public or Private Hydrants and their Mains and Service Lines shall be open-trench work unless otherwise approved by the Manager. Trenching, pipe laying and compacted backfill shall be performed in accordance with the Board's standard specifications and the specifications of Summit County and performed strictly in conformance with any applicable state or federal law or regulation, including OSHA regulations. Compliance with these laws and regulations is the sole responsibility of the Contractor, Constructor, User and/or Customer in question, and the District does not, by adopting these regulations, undertake any obligation to supervise or enforce compliance therewith.

Concrete kickblocks and thrust blocks shall be sized for the internal static water pressure plus internal transient pressures and the soil bearing capacity. The internal static water pressure shall be rated for 150 pounds per square inch minimum. The thrust blocks shall be of Class "B" concrete or of a pre-measured, sacked industrial mix.

Upon completion of Private Hydrant installation, repair, or substantial modification, the Private Hydrant owner must provide to the District as-built plans reviewed by the District Engineer showing all hydrant and Service Line locations and other facilities. As-Built plans shall be on reproducible mylar or, at the request of the District, on computer disk.

#### **.06 - PROTECTION FROM DAMAGE**

No person shall maliciously, willfully, or negligently break, damage, destroy, deface uncover, or tamper with any portion of the District's Water System.

In the event any person shall violate the provisions of this Section, the District may take all necessary steps to insure that said person shall be subject to criminal prosecution to the fullest extent of Colorado law. The District may, in addition, bring a civil action for trespass, conversion, destruction of property, and punitive damages.

#### **.07 - DISTRICT OWNERSHIP OF METERS**

Water meters with remote reader gauges are required. The cost of water meters, including outside remote gauges, shall be paid by the Customer in addition to the Systems Development Fee.

The cost of each meter shall be the actual cost paid by the District to its supplier, plus ten percent (10%) to cover the cost of transportation, storage, etc.

#### **.08 - INSTALLATION OF METERS**

Installation of the meter and gauges shall be performed in a workmanlike manner according to District standards, at the Customer's cost and with work performed by a licensed plumber hired by the Customer.

Immediately upon installation, the District shall own the meter and gauges. The Customer shall pay for repair and/or replacement; and for damage that results from abuses or neglect of the Customer, the Customer shall pay the costs, plus 10%, of repairing and/or replacing the meter.

After installation, no Customer shall tamper with, maintain, open, repair or replace any meter.

No water meter shall be installed of a size less than three-quarters of an inch in diameter. All water meters shall have a shut-off valve on the incoming side of the meter to facilitate meter removal and service.

**.09 - MULTI-FAMILY METERS**

In the discretion of the District, water service may be provided by either individual meter per Unit or by a master meter. However, a curb box and shut-off valve must be provided for each meter. A master meter may only be used if the Customer's homeowners' association bylaws specify to the satisfaction of the District that the association is responsible for payment of water and sewer service bills. A master meter must be a compound type meter capable of reading minimum water flows, and with specifications approved by the District if the water Service Line exceeds two inches in diameter.

**.10 - DISTRICT PERSONNEL TO CONNECT**

The Manager or employees or authorized agents of the District or Manager are the sole persons authorized to make Connections on the water Mains and District sewer Mains.

**.11 - CROSS-CONNECTION AND BACKFLOW PREVENTION**

The water from the District System and water from unapproved sources shall be distributed through systems entirely independent of each other. Interconnection or cross-connection between such systems is prohibited.

**.12 - MAIN AND SERVICE LINE CONSTRUCTION SPECIFICATIONS**

Mains and Service Lines shall be constructed in accordance with Article XIV of these Rules and Regulations.

## ARTICLE VI

### 600 - SEWAGE SYSTEM

#### **.01 - EXCAVATION OR DISTURBANCE OF MAINS**

No unauthorized person shall uncover, make any connection with, or opening into, use, alter, or disturb any sewer Main or appurtenance without first obtaining a permit from the District.

#### **.02 - RESPONSIBILITIES OF THE CUSTOMER**

Each Customer shall be responsible for maintaining that portion of the Service Line serving his property extending from the Main to each unit or building. Any leak, stoppage, or break in such Service Line will be repaired by the Customer within 72 hours, after notification of such condition by the District. If satisfactory progress toward repairing said leak, stoppage, or break has not been completed within such time period, the District shall shut off the water service until the sewer leak, stoppage, or break has been repaired; in addition, the District shall have the right to effect the repair and collect costs, plus ten percent (10%), from the Customer, which costs shall be a charge of the District and be enforceable by a perpetual lien against the property of such Customer to secure payment of such costs. In the event that the District performs an emergency repair to a Service Line, the District shall charge the owner for the cost of such emergency repair, plus ten percent (10%), and shall have and may enforce a perpetual lien against the property served for such charge as provided in these Rules and Regulations and Colorado law. If the District is unable to determine, in its sole and absolute discretion, whether a leak, stoppage, or break exists within a Main or within a Service Line, the District shall be authorized to immediately perform an Emergency Repair. In the event that the District is unable to determine whether the leak, stoppage, or break exists within a Main or Service Line, the seventy-two (72) hour notice requirement of this Section 600.02 shall not apply, and the District shall be authorized to complete the Emergency Repair. To the extent that all or any portion of such Emergency Repair is performed on a Customer's Service Line, the District may proceed to charge and collect that portion of the cost of the Emergency Repair properly allocated to the Service Line from the Customer, which cost shall be a charge of the District and be enforceable by the perpetual lien against the property of such Customer to secure payment of such cost.

#### **.03 - PROHIBITED DISCHARGE**

Except as hereinafter provided and as may be concurrently authorized by the Joint Authority, no person shall discharge, or cause to be discharged, to any sewer Main, any special or prohibited sewage (as hereinafter defined) or any harmful waters or wastes, whether liquid, solid, or gas, capable of causing obstruction to the flow in sewers, damage or hazard to structures, equipment and personnel of the sewage works, or other interference with the proper operation of the sewage system and Joint Authority's system. No water or waste shall be discharged into the District's system if such discharge would violate any Joint Authority, state, or federal law, rule, or regulation.

#### **.04 - CLASSIFICATION OF WASTES**

This section of the Rules and Regulations shall provide the basic policies of the District for classification of wastes and for control of discharge of wastes into the sanitary sewerage system. It shall be the policy of the District to classify wastes into three main categories, termed "normal sewage," "special sewage," and "prohibited sewage," as hereafter defined. The classification of wastes shall otherwise be the responsibility of the Joint Authority and shall follow any recommended procedures of the State Department of Health.

- a. **Normal Sewage:** Normal Sewage shall mean sewage which can be treated without pretreatment and within normal operating procedures, and which, when analyzed, shows by weight a daily average of not more than 300 parts per million of suspended solids and not more than 250 parts per million Biochemical Oxygen Demand.

- b. **Special Sewage:** Special Sewage shall mean any sewage which does not conform to the definition for Normal Sewage, but which can be accepted by the District and Joint Authority after pretreatment by the user.
- c. **Prohibited Sewage:** Prohibited Sewage shall mean any of the types of sewage which are defined as such and prohibited by the Joint Authority.

Prohibited Sewage shall include, but not be limited to, clear water such as storm water, surface water, ground water, French drain discharge, roof runoff, subsurface drainage, cooling water, or industrial process waters introduced into the sewer system by means of a drainage collection system. Said drainage water is detrimental to the sewage system since it interferes with the system's volume capacity and with the biological process necessary for treatment.

**.05 - PRELIMINARY SEWAGE TREATMENT MAY BE REQUIRED**

The admission into the Sewage System of any Special Sewage having harmful or objectionable characteristics shall be subject to the review and approval of the Board, who may prescribe limits on the strength and character of these waters and wastes based on criteria provided by the Joint Authority. Where necessary, in the opinion of the Board, the Customer shall provide, at his expense, such preliminary treatment as may be necessary to treat these wastes prior to discharge into the sewer Main.

**.06 - PLANS AND MAINTENANCE OF PRELIMINARY SEWAGE TREATMENT SYSTEM**

The Customer shall be responsible to provide such plans, specifications, and any other pertinent information relating to proposed preliminary treatment facilities as may be required to be submitted for the approval of the Joint Authority, and the State Board of Health, and no construction of such facilities shall be commenced until such approval is obtained in writing. Where preliminary treatment facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the Customer, at his own expense.

**.07 - PROTECTION FROM DAMAGE**

No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface or tamper with any portion of the District's Sewage System.

In the event any person shall violate the provisions of this Section, the District may take all necessary steps to insure that said person shall be subject to criminal prosecution to the fullest extent provided by Colorado law. The District may, in addition, bring a civil action for trespass, conversion, destruction of property, and punitive damages.

**.08 - DISTRICT PERSONNEL TO CONNECT**

The Manager or employees or authorized agents of the District are the sole persons authorized to make Connections on the District Mains.

**.09 - MAIN AND SERVICE LINE CONSTRUCTION SPECIFICATIONS**

Mains and Service Lines shall be constructed in accordance with Article XIV of these Rules and Regulations.

## ARTICLE VII

### 700 - STORM DRAINAGE SYSTEM

#### **.01 - OBJECTIVE**

The purpose of this section is to reduce exposure of the public's investment in utilities, streets, ditches, and greenbelt areas from damage or long term deterioration due to improper consideration of drainage damage potential. Plans and reports prepared for the District shall be sufficiently broad to consider the drainage basin as a whole and shall consider not only runoff from the development area but also, where applicable, runoff from those areas adjacent to and upstream from the development. In addition, the effect of runoff on ditches and properties downstream shall be considered.

Persons constructing drainage systems, including ditches within the District, must conform to Summit County specifications for the design of drainage systems, materials and construction specifications to be used in the installation of these systems.

#### **.02 - DRAINAGE ANALYSIS MAY BE REQUIRED**

Prior to the construction of any development within the District or alterations to any existing drainage systems or ditches, the District may require the completion of a drainage analysis. The drainage analysis shall include, at a minimum, analysis of the impact of the proposed development or change in drainage systems or ditches on existing drainage patterns or flows, runoff rates, quantity of runoff, impacts on upstream and downstream properties, impacts on the District's facilities, erosion or other impacts on ditches, and any other information that may be relevant to determining the advisability of the completion of the drainage improvements or development.

#### **.03 - ENGINEER'S RESPONSIBILITY AND LIABILITY**

If required, a drainage analysis shall be submitted to the District for review and approval by the District Engineer. All drainage analyses shall bear the seal and signature of a registered professional engineer licensed to practice in the State of Colorado and the signature of the Contractor, User, Customer or Developer responsible for the specified property and proposed improvements. Any alteration of the approved drainage analysis or plan shall be done with the concurrence of the engineer who sealed the documents and the District. Approval of such drainage analyses and reports by the District shall in no way relieve the engineer whose seal is found on the drainage analysis from responsibility for errors or omissions.

#### **.04 - GENERAL CRITERIA FOR DRAINAGE IMPROVEMENTS**

Drainage improvements shall conform to Summit County standards. All grading and regrading that may, in the opinion of the District, affect drainage (including discharge into roadside ditches and the creation of berms and other barriers) shall be conducted in accordance with a grading permit issued by Summit County, the specific criteria set forth in these Rules and Regulations, and shall be subject to the District's prior approval. No person shall fill, construct, place, plant, remove or replace any temporary or permanent improvement, structure, building or deep rooted shrub, plant or tree, in, on or under any part of any drainage easement without the prior written approval of the District which the District may in its sole discretion grant or deny.

#### **.05 - LOCATION OF DRAINAGE IMPROVEMENTS**

If the District is to accept the improvements, to the extent practical drainage improvements shall be installed in easements granted to the District. No underground drainage improvements shall be placed in the same ditch as a water Main or Service Line. All water Main or Service Lines must be ten (10) feet horizontally from any underground drainage line.



- a. **Conveyance After Completion:** Those who have completed construction of drainage improvements shall, before those improvements are accepted by the District, deed and/or convey by bill of sale in a form acceptable to the District, those improvements, easements, and all appurtenances to the District free and clear of all liens and encumbrances.
- b. **Conveyance of Easements:** Prior to the acceptance of drainage improvements by the District, all easements necessarily accompanying those improvements shall be duly recorded or provided for at the Constructor's expense.
- c. **As-Built Drawings:** Prior to the District's acceptance of the drainage improvements, reproducible as-built drawings shall be provided by the Constructor or reasonable provision shall be made for the provision of such drawings.

**.06 - TORT RESPONSIBILITY FOR DRAINAGE FACILITIES**

Drainage improvement agreements entered into by the District shall include provisions whereby the Developer shall indemnify the District against all losses associated with or caused by the drainage improvements, including but not limited to ponds or other bodies of water or streams, during construction and during the warranty period and, in addition and at any time, losses caused by defects in design, materials, or workmanship in the drainage facilities. "Losses" as used herein shall be liberally construed to include all damages that may be suffered by public or private persons or entities, and shall include, but not be limited to, losses of District property, and the costs of attorneys' fees, court costs, and judgments against the District, including the costs incurred in defense of the District. The District may require a bond or evidence of insurance commensurate with the risk involved with a particular drainage improvement.

**.07 - RESPONSIBILITIES OF THE PROPERTY OWNER**

Each property owner shall be responsible for maintaining drainage lines, ditches, culverts, ways or appurtenances serving his property. Leaks, stoppage, or breaks shall be repaired by the property owner within a reasonable period of time, after notification of such condition and such time period by the District. The District shall have the right to effect the repair and collect costs from the property owner, which costs shall be a charge of the District and be enforceable by a perpetual lien against the property to secure such costs.

**.08 - PROTECTION FROM DAMAGE**

No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface or tamper with any portion of the District's drainage system.

In the event any person shall violate the provisions of this Section, the District may take all necessary steps to insure that said person shall be subject to criminal prosecution to the fullest extent of Colorado law, and upon conviction thereof, shall be fined in an amount as established by law for such violation. The District may, in addition, bring a civil action for trespass, conversion, destruction of property, and punitive damages.

## ARTICLE VIII

### 800 - STREET SYSTEM

#### **.01 - GENERAL**

It is anticipated that to the extent not maintained by Summit County the public streets and related components within the District may be maintained by the District.

#### **.02 - CONSTRUCTION OF STREETS BY LANDOWNER OR DEVELOPER**

All street construction shall be completed to conform to Summit County road and bridge standards.

#### **.03 - DRIVEWAYS AND PARKING AREAS**

All property owners with driveways connecting improvements on their properties to streets owned or maintained by the District or Summit County, and parking areas on their property shall comply with the provisions of the Code, including but not limited to design, maintenance, and permitting requirements.

- a. **Maintenance:** The property owner shall be solely responsible for the construction, installation, repair, replacement and maintenance of the driveway, driveway culverts, driveway curbs, parking areas or associated improvements on its property and within the right-of-way adjacent to the edge of the roadway maintained by the District or Summit County.
- b. **Snow Removal and Storage:** Driveway and parking area maintenance includes snow removal. Snow removed from driveways and parking area shall be stored on the property associated with the driveway and parking area in question; and shall not be pushed, plowed, blown, or dumped onto or across any public road or right of way. Any vehicle parked in a manner that impedes the District's snow removal operations is subject to towing without notice.
- c. **Construction and Specifications:** Construction of, and modifications or additions to any driveway or parking area shall be done in accordance with the Code and subject to the District's prior approval as required by the Wilderrest Covenants.
  - 1) All driveways and parking areas shall be paved. The District shall require that existing unpaved driveways and parking areas be paved as a condition to its approval of any additions to or modifications of the same.
  - 2) Driveways and parking areas shall be designed, constructed and maintained to prevent water from draining onto roads.
  - 3) All property owners shall keep culverts clean and ice-free, whether such culverts on the owner's property or in the right-of-way adjacent thereto.
  - 4) No property, excepting multi-family properties, shall have more than one access onto public roads.
- d. **Permitting:** Any party modifying or constructing a driveway or parking area shall comply with the permitting requirements of the Code, including but not limited to the requirements that a party obtain an access permit to connect a driveway or parking area to a public road, and a grading permit if more than 500 square feet of earth are disturbed.

**.04 - RIGHTS OF WAY. [TO BE COMPLETED]**

## **ARTICLE IX**

### **900 - PARKS AND RECREATION SYSTEM**

#### **.01 - PURPOSE AND INTENT**

At the current time, the District has no rules and regulations regarding parks, recreational facilities, or community buildings, but it reserves the right to acquire or construct such facilities and to make rules and regulations concerning such facilities in the future.

## **ARTICLE X**

### **1000 - TRANSPORTATION SYSTEM**

#### **.01 - GENERAL**

Transportation services may be provided in accordance with any transportation services agreement entered into between the District and a transportation services provider. Any entity authorized to provide transportation services shall do so in full compliance with all the laws and regulations of any federal, state, court or municipal government, agency, commission or service having jurisdiction.

#### **.02 - DISTRICT RULES**

The District's contract with its transportation services provider shall incorporate such rules and regulations concerning the conduct of such service as the Board may, in its discretion, adopt.

#### **.03 - PROVISION OF SERVICE BY DISTRICT**

Nothing herein shall be construed as a limitation on the authority of the District to provide, independently of any agreement with a transportation services provider, and in its discretion, transportation services within and without the boundaries of the District in accordance with applicable law, and under such terms and conditions as the Board deems appropriate and necessary.

## ARTICLE XI

### 1100 - APPLICATION FOR SERVICE

#### **.01 - RULES TO BE APPLICABLE**

Except as provided in these Rules and Regulations, service will be furnished only to persons whose property is made subject to the Rules and Regulations of the District.

#### **.02 - TAP PERMITS**

- a. **Applications:** A User seeking the privilege of service from the District shall submit a written application for service. The application for service must be filed with the District at least five working days prior to making Connections and on forms to be provided by the District Manager, as hereafter described, and must be accompanied by (1) appropriate fees as determined by the District Manager in accordance with these Rules and Regulations, and (2) evidence satisfactory to the District Manager that all approvals necessary for the User to construct the Unit or other development to be served have been obtained by the User, including without limitation and as applicable approvals from Summit County, from the Joint Sewer Authority, from the State of Colorado and its various agencies, and from any homeowners or property owners association or architectural review organization empowered with applicable development review controls or authority.
- b. **Permits:** Upon approval by the District, a water, sewer or irrigation Tap Permit will be issued to the owner, which shall designate the specific piece of property to be served.
- c. **Allocation of Taps:** Unless otherwise provided in accordance with these Rules and Regulations, the District will allocate available residential or commercial Taps on a “first-applicant first-served basis” following submittal of the application for a Tap Permit. Special consideration may be given to those applicants who are able to immediately put the Tap to use. In addition, preference will at all times be given to projected residential and commercial uses when considering other uses such as irrigation.

#### **.03 - CHANGE IN CUSTOMER'S EQUIPMENT OR SERVICE**

No change in the Customer's equipment, service or use of the property shall be made without the approval of the District being first obtained and without first paying any applicable fees or charges.

- a. Requests for change in equipment or service may be denied for any reason, or no reason. In no case shall the District approve a change of use which would result in one residential unit being altered to allow “lock off” or “mother-in-law” units which, for purposes of this regulation, shall be defined as a portion of a residential unit capable of being entered through an independent entrance, secured from the remainder of the unit by a locked door or a wall, and containing at a minimum a half-bath with a sink and any device or appliance capable of preparing heated foods.
- b. If approved, the District shall have the right to collect from the Customer all costs it may incur for the conversion, including those incurred for overhead and the time expended by District personnel. The District shall have the right of access to install, inspect, replace or otherwise maintain the meter and any other District-owned equipment.

#### **.04 - FORMS**

The District Manager shall promulgate forms, checklists, and instructions to assist applicants desiring services from the District to apply for such service. The forms shall generally conform to the information required to administer these Rules and Regulations. The Board shall review and approve all forms, checklists, and instructions prior to their

use. Upon such approval, the forms, checklists, and instructions shall be deemed part of these Rules and Regulations and Exhibit A hereto whether or not physically attached thereto and shall be distributed to prospective applicants by the District Manager or his designee as appropriate.

**.05 - TAPS NOT ASSIGNABLE**

Taps, when purchased, are for use only on the property designated at the time of purchase of Taps. Taps shall be sold and/or transferred by the owner of a property to a subsequent owner of the same property.

**.06 - EMERGENCY ALLOCATIONS**

The Board of Directors may adopt appropriate allocation and priority policies in emergency instances involving a shortage of water or sewer capacity. Such procedures shall consider the needs of all present and future Customers, and copies of the policies shall be distributed to all Customers affected.

## **ARTICLE XII**

### **1200 - OUTSIDE DISTRICT AREAS**

#### **.01 - SERVICE OUTSIDE THE DISTRICT**

The District may, if it seems advantageous to the District, furnish water and/or sewer service to properties located outside the boundaries of the District, by contractual arrangement approved by the Board of Directors.



## **ARTICLE XIII**

### **1300 - FEES, CHARGES AND BILLING**

The information contained in this Article is pertinent to all charges of whatever nature to be levied for provision of water, sewer, and other services by the District. Said rates and charges as herein established shall be set forth in the current Fee Schedule or “Application for Water and Sewer Service”, which are on file and may be viewed by the public at the District's offices and shall remain in effect until modified. Nothing contained herein shall limit the District from, at any time and without notice, modifying the rates and charges set forth in the Fee Schedule or from modifying any classification set forth in these Rules and Regulations.

#### **.01 - APPLICATION OF THIS ARTICLE**

The rates, charges and other information shown herein shall apply only to Users and Customers inside the District and shall in no way obligate the District to provide service outside the District under any of the conditions contained in this Article.

#### **.02 - SYSTEMS DEVELOPMENT FEE**

Prior to the issuance by Summit County of either a permit to dig and construct a foundation, or a building permit, the owner of the property to which such permits would apply shall make application for a water and sewer tap, and where applicable an irrigation tap; and a Systems Development Fee shall be assessed and due for the privilege of connecting to the District's Water and Sewage Systems, and for the use of the other programs, services and facilities furnished by the District. The fees shall be charged pursuant to the Fee Schedule.

#### **.03 - RESIDENTIAL SYSTEMS DEVELOPMENT FEE SCHEDULE**

Current Systems Development Fees are set forth in the Fee Schedule and the “Application for Water and Sewer Service” available from the District Manager.

#### **.04 - BUSINESS SYSTEMS DEVELOPMENT FEES**

Systems Development Fees for business uses and clubhouses are charged on the modified EQR basis.

#### **.05 - CONNECTION FEES**

Prior to obtaining a water meter and reader from the District, the Customer shall pay to the District the cost of the meter plus a ten percent (10%) surcharge to cover the District's cost of delivery and handling.

#### **.06 - IRRIGATION FEES**

Irrigation Systems Development Fee shall be calculated as a water Systems Development Fee only, with no consideration given to sewer collection and treatment.

#### **.07 - TAP PERMIT REQUIRED**

A party seeking water, sewer and/or irrigation service shall provide to the District an “Application For Water and/or Sanitary Sewer Service” in the form required pursuant to these Rules and Regulations. The request shall be accompanied by cash or certified funds in an amount equal to the current Systems Development Fees charged by the District.

#### **.08 - NOTICE OF TAP STATUS**

A letter to Summit County may be sent by the District stating that water and sewer capacity is available provided that such capacity does in fact exist and provided the applicant has received architectural approval from the Wildernest Architectural Approval Committee.

**.09 - SERVICE CHARGE**

Except for construction and irrigation water usage, service charges for all services furnished by the District, including but not limited to minimum charges for water and sewer service, landscape maintenance, recreational facilities and other services or programs shall commence six months after the Systems Development Fee is paid or when a certificate of occupancy is issued for the first unit in the building, whichever comes first. Service charges for construction and irrigation usage shall commence with the commencement of usage.

Whenever possible, bills for service will be directed to the owner of record of the property rather than the occupant. The owner shall be ultimately responsible for all water and sewer charges. When a homeowners' association exists for a number of units receiving service from the District through one meter, said homeowners' association shall receive a bill for all units serviced by the association. In no event shall the District bill the owners of individual units within a condominium unless service to each unit is metered separately. Service charges shall be as reflected in the Fee Schedule.

**.10 - COMMENCEMENT OF CHARGES**

Commencing at the time a Tap is purchased, unmetered water used for construction purposes only will be billed at the rate of one-half the minimum rate for water only per month, per unit, up to a maximum of \$50.00 per month for each building. At such time as any unit in the building receives a certificate of occupancy, or at the end of six months from the date of issuance of the Tap Permit, whichever comes sooner, all units in a building will begin paying the full minimum charges for water and sewer, or actual charges if meters are connected, regardless of whether or not a certificate of occupancy has been issued. Water used for irrigation only shall in all cases be separately metered and shall be billed when and as used with no minimum charges applicable.

**.11 - DEPOSIT REQUIRED**

The District may request all Customers to make a deposit for service. The service deposit will be refunded upon transfer of property ownership, if all other fees and charges have been paid.

**.12 - METER READINGS AND TESTING**

There shall be no special charge for regular periodic meter readings within the District for regular billing. See the "Application for Water and Sewer Service" or the Fee Schedule for current charges for any final or special meter reading or meter testing.

**.13 - PAYMENT OF SERVICE CHARGES**

Statements for charges for all fees may be rendered on such periodic basis as the Board shall deem appropriate. Charges for late payments, turn-on, turn-off, etc., shall be added to the bills. Water and sewer bills will be mailed to the Customer (and, where different, the owner of the property in question,) by the District the same week of each quarter, and shall be payable within fifteen (15) days of the statement date. A four percent (4%) delinquency penalty per month shall be added to the unpaid balance of all water and sewer bills which have not been paid within thirty (30) days from the date of mailing. When such statements are ninety (90) days delinquent, they shall be declared "overdue" and a shut-off notice shall be mailed to the Customer by first class mail, advising that payment must be made within five (5) days, or service will be disconnected. If payment is not made within five (5) days of mailing of shut-off notice, the Manager of the District shall "turn off" the water service. The deposit for service, if any, shall be applied against the outstanding bill.

**.14 - REVOCATION OF SERVICE**

Service shall be revocable by the District upon non-payment of fees owing to the District, or upon failure to comply with the Rules and Regulations of the District. In the event of non-compliance with the Rules and Regulations other

than non-payment of fees, the Customer (and where different the owner of property in question) shall be given ten (10) days' notice of revocation, in order to provide an opportunity for correction of such non-compliance.

#### **.15 - SERVICE THROUGH PUBLIC AND PRIVATE FIRE HYDRANTS**

Some fire hydrants within the District are owned by the District and some are privately owned; this section applies to all hydrants, regardless of ownership.

Except for emergency use in the suppression of fires, no Hydrant, whether Public or Private, shall be turned on without prior District permission and then only following the payment of a deposit and grant of a permit.

Upon application to the District and payment of a partially refundable deposit of \$1,000.00, qualified users may obtain a District permit for use of hydrant water. Permits shall be issued on an individual basis as approved by the District Manager prior to water use, and service shall be metered at locations selected by the District. No more than three (3) permits shall be issued in the District at any one time without the prior approval of the Board. Persons requesting the use of water through a Private Hydrant shall first present the signed written approval of the hydrant owner with the application for a District permit. Use of water pursuant to a Permit shall cease for the duration of any fire within the District or any other fire which, in the opinion of the Fire Chief, should be suppressed in part by use of the District's water system. Any damage to the hydrant, meter, or other property of the District shall be paid for by the user. The deposit shall be refunded, less water usage and cost of any damages, upon return of the District's meter.

#### **.16 - LIMITS ON DISTRICT WORK**

No work by District personnel shall be done on Saturdays, Sundays, or holidays unless permission is granted by the District. No work shall start until all District fees have been paid, and the District Manager notified.

#### **.17 - MISCELLANEOUS COSTS AND EXPENSES**

All costs and expenses incident to the installation, inspection, and connection of the water and/or sewer service shall be borne by the property owner. The property owner shall indemnify the Board for any loss or damage that may directly or indirectly be occasioned by the installation of the water or sewer service.

#### **.18 - LIABILITY FOR PAYMENT, LIEN, FORECLOSURE FEES, COSTS**

Until paid, all rates, tolls, fees and charges shall constitute a first and perpetual lien on or against the property served and any such lien may be foreclosed in the manner provided by law. At any time the District determines, following efforts to collect tardy payments of any fee, rate, toll or charge assessed by the District under these Rules and Regulations and/or Colorado law, to initiate foreclosure proceedings as allowed by C.R.S. Section 32-1-1001(1)(j), the District shall in each such case assess a foreclosure fee against each Unit on the property or, if no Units exist, then against the subject property, in the amount of \$5,000, which fee shall be payable in full upon assessment and shall be included in the amount then being foreclosed. Payment of said foreclosure fee and any and all other fees outstanding against the subject property shall be a precondition to the resumption of service to that property.

The District shall have the right to assess any Customer who is tardy in payment of his account all legal, court and other costs necessary to or incidental to the collection of said account. All such costs shall be deemed a charge of the District.

The property, the Customer and the User are hereby deemed equally liable for charges of the District. The District assumes no responsibility hereby for any agreement made between Customers and occupants including landlord and tenants regardless of how made or whether the District was notified of such agreement. The District will hold the water and sewer user, occupant, and property owner jointly liable for all charges appurtenant to water and/or sewer service at the address where the bills are sent.

In addition to any other means provided by law, the District may elect, by resolution, at a public meeting held after receipt of notice by the Customer (and property owner if different than the Customer), to have certain delinquent fees rates, tolls, penalties, charges, or assessments made or levied solely for water, sewer, or water and sewer services

certified to the Summit County Treasurer to be collected and paid over by the Summit County Treasurer in the same manner as taxes are authorized to be collected and paid over pursuant to section 39-10-107, C.R.S.

**.19 - SELLERS' AND BUYERS' RESPONSIBILITIES**

The District assumes no responsibility for agreements between sellers and buyers. It shall be the joint responsibility of both to notify the District for final and start meter readings and completion bills. It shall be the responsibility of the buyer to ascertain whether fees and charges have been paid by the seller. Regardless of ownership or of the failure of the District to collect fees and charges at the time of issuance of permits or any other act or omission of the District, unpaid fees and charges shall constitute a first and perpetual lien on and against the property which lien may be foreclosed as provided by law.

**.20 - UNAUTHORIZED CONNECTION PENALTIES**

An unauthorized Connection penalty equal to twice the applicable Systems Development Fee due shall be payable by persons connecting to District's water or sewer lines without prior payment of Systems Development Fees, approval of such Connection, application for service, or opportunity given the District for inspection of Service Lines.

**.21 - TURN-OFF SERVICE**

Customers desiring a "turn-off" service for any purpose, shall be charged a turn-off fee which will also cover the "turn-on" request. In any case minimum water and sewer service billing will continue to be in effect.

**.22 - TURN-OFF & TURN-ON FEE**

If services are discontinued at the request of the Customer, or due to delinquency, a \$75.00 "turn off" fee will be charged. If the curb box and shut-off valve are not in working order, repair of same will be at the expense of the customer. In addition a \$75.00 "turn on" fee will also be charged. See the Fee Schedule for current fees, located in Exhibit A.

**.23 - PENALTY FOR "UNAUTHORIZED TURN-ON"**

No person other than employees or officials of the District to turn on water. The Board may assess a penalty, in such amount as the Board considers appropriate under the circumstances, against anyone who violates this subsection. Nothing herein shall be deemed a waiver of any remedy available to the District, including the opportunity to file criminal charges.

**.24 - PENALTY FOR PROHIBITED SEWAGE**

The Board may assess a penalty, in such amount as the Board considers appropriate under the circumstances, against anyone who discharges Prohibited Sewage into the District's Sewage System.

**.25 - CHANGE BY CUSTOMER**

Prior to making any change in water or sewer service or meter installation, including but not limited to a change in use of the property served, a Customer shall file an amended application with the District at least forty-eight (48) hours prior to making the proper change and shall apply for additional taps or increase in service as may be necessitated by the change and pay any additional Systems Development Fees.

Any Customer not notifying the District of such change shall be assessed all additional fees on its next monthly statement after determination by the Board that there has been a change. The monthly statement shall serve as notice that such additional Systems Development Fees are past due and must be paid within ten (10) days. Any Customer or User shall have the right to a hearing to determine whether a change has occurred. Such hearing shall be held at the next monthly meeting of the Board following request for a hearing. Before a requested hearing is held, the additional fees shall be deposited with the District, in full. Failure to make such deposit shall cause an automatic

denial of the customer's appeal, and the District shall proceed with collection of the additional fees in accordance with these Rules and Regulations.

## ARTICLE XIV

### 1400 - CONSTRUCTION OF MAINS AND SERVICE LINES

#### .01 - DISTRICT CONSTRUCTION CONTRACTS GENERALLY

All construction contracts of the District shall incorporate these Rules and Regulations and the laws of the State of Colorado.

- a. **Bond:** A payment and performance bond shall be furnished to the Manager, on a per-job basis, in the amount set by the Board.
- b. **Liability Insurance:** Insurance shall be carried in favor of the Board in the amount of at least \$150,000 per person and \$600,000 per occurrence for both personal injury and property damage or in accordance with the applicable limitations contained in the Governmental Immunity Act or other applicable Colorado law.
- c. **Workmen's Compensation Insurance:** Workmen's Compensation insurance shall be carried in accordance with the provisions of the Workmen's Compensation Act, as amended, of the State of Colorado. Satisfactory evidence of the existence of a current Contractor's Workmen's Compensation policy must be on file with the District prior to any work being performed.
- d. **On-Site Briefing:** The general contractor and excavator must attend an on-site briefing with the Manager, and such other persons as the Manager may deem appropriate, prior to excavation or tree removal. Items discussed will include, but not be limited to, trees to be removed, route of water and sewer lines, location of water and sewer taps, water meter location and others.

#### .02 - PLANS AND SPECIFICATIONS

All plans and specifications submitted shall be in strict compliance with the engineering standards contained herein and shall meet any special conditions that may be reasonably required. The submittal shall clearly present only the required information. The design and installation of all facilities shall insure development of an integrated water and sewer system. No work shall commence on any facilities until the plans and specifications are approved in writing by the District. In addition all plans shall:

- a. **Surveys:** Be made from actual field surveys by a Land Surveyor registered in Colorado. Line and grade for water and sewer Mains shall be established by the District Engineer or by a Land Surveyor licensed to practice in the State of Colorado. Survey points shall be set a maximum distance of 100 feet apart. All valves, crosses, tees, horizontal and vertical bends, fire hydrants and manholes shall be staked for location and grade. Points of curvature and points of tangency of curves, as well as point on the curve, shall be staked for location and grade. All stakes shall be flagged to increase their visibility.
- b. **Fire Hydrant Certification:** Contain the following statement and appropriate signature on the cover sheet of the plans: "All fire hydrants shall be installed according to AWWA and District Standards. The number and location(s) of fire hydrant(s) and fire flow as shown on this water Main installation is correct as specified by the Lake Dillon Fire Authority.

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Signature of Fire Chief & Date

- c. **District Engineer:** Be prepared by or under the supervision of the District Engineer or a designated representative acceptable to the Board who shall be responsible for the design, the plans, determining the

material specifications and directing the field survey. All submitted plans and specifications shall bear the District Engineer's stamp prior to approval for construction.

### **.03 - INSPECTION**

The construction of all new Mains and Connections in the District shall be inspected and approved by the District Engineer or the Manager or a designated representative acceptable to the Board. Problems which may require sound field judgment, in lieu of strict interpretation of these Rules and Regulations and the plans and specifications, shall be resolved by the District and the Contractor to the satisfaction of the District. Any work not accepted by the District shall be redone until compliance with these Rules and Regulations and the plans and specifications is achieved.

### **.04 - EXCAVATION**

The District Manager must be notified at least 5 working days before any excavation is begun regarding the District's Water Works or Sewage System. No excavation shall be allowed in public rights-of-way from November 1 through April 30 of each year unless prior written permission is obtained from Summit County.

Any person doing any work on any water or sewer Main, or otherwise excavating in streets and easements in the District, shall comply with Summit County, Joint Authority, and these District Rules and Regulations regarding excavation, backfill, compaction and restoration of surfacing. Backfill shall be compacted to the 95 Procter standard. All trenching must meet OSHA standards and/or be properly shored. No District or contractor personnel shall enter any excavation that does not comply with OSHA and all other applicable standards.

The Manager may inspect excavations for compliance with the aforementioned laws and these Rules and Regulations, however compliance is the sole responsibility of the Contractor and the District does not, by such inspection, undertake any obligation to supervise or enforce such compliance.

### **.05 - MAIN CONSTRUCTION (WATER AND SEWER)**

- a. **Main Sizes:** The minimum size water and sewer Main shall be eight inches (8") in diameter unless demonstrated by engineering analysis approved by the Board that a reduced size will be in the best interests of the District and its residents. The minimum size Main shall be that size which is adequate to serve the needs of existing and future development.
- b. **Application for Main Extension:** It shall be unlawful for any person to construct a Main extension within the District without first having made formal application to the Board for approval and having complied with the Rules and Regulation of the District. In the discretion of the Board, private persons may be permitted to construct a Main extension.

Plans and specifications for such extensions or additions shall be submitted to the District Engineer along with the application for a Main extension.

All Main extensions shall be designed and constructed according to these Rules and Regulations. All Main extensions within the jurisdiction of the Board shall be made under the supervision of the District Engineer at the applicant's expense.

Constructors who have completed construction of Main extensions shall, before these Mains are accepted by the District for connection, deed the Mains and all appurtenances to the District free and clear of all liens and encumbrances.

Prior to the acceptance of Mains by the District, all easements necessarily accompanying these Mains shall be duly provided for or recorded.

Prior to the District's acceptance of the Mains, reproducible AS BUILTS drawings certified by a professional engineer shall be provided by the constructor or reasonable provision made for such drawings. These AS BUILTS will depict, but not limited to, curb stops, Main locations, manholes, curb cuts, fire hydrants, valve boxes and any other facilities.

Prior to acceptance by the District, all sewer Mains and manholes shall be vacuum tested, and all water Mains shall be pressure tested, as directed by the Manager or the Manager's designee.

- c. **Location of Main Extensions:** Main extensions shall be installed in public roads or streets or in easements granted to the District. No water Main shall be placed in the same ditch as a sewer Main. All water Mains must be ten (10) feet horizontally from any sewer Main. No other utility lines, telephone, cable, gas, electrical or other types of communication lines, circuits, etc. are permitted in the same trench as water and sewer Mains.  
  
Sewer Mains shall be in a straight alignment with no bends greater than 45. Sewer Mains shall be permitted to cross over potable water lines provided the crossing is at 90 and the line is of cast iron or cast iron encased.  
  
All water Mains will be at a depth to allow for at least nine (9) feet of cover and shall be laid at uniform grade and in straight alignment.
- d. **Cost Recovery:** The Board may, in its discretion and pursuant to the terms of a valid Main extension agreement, provide for cost recovery payments to a Constructor in such amounts and at such times as the Board may determine.
- e. **Oversizing:** The District may, at its option, require the construction of oversized Mains, i.e. Mains larger than the minimum sizes specified herein or Mains larger than the size necessary to service the Customer's development. Participation by the District in the cost of installation of oversized Mains and lines shall be at the sole discretion of the Board, and shall be only for the cost of the materials necessary for oversizing.
- f. **Dead-end, Non-looped Mains:** Adequate blow off valves or fire hydrants shall be provided, at the Constructor's expense, at the end of all dead end water Mains.
- g. **Air Evacuations:** High points of looped water Mains and dead end water Mains shall be provided, at the Constructor's expense, with air evacuation valves.
- h. **Extensions to Property Lines:** All Main extensions constructed under this section shall be installed to the far side of the property and, where necessary, around corners, in order that the water and sewer systems may continue.
- i. **Preservation of Gravity Sewage System:** In those instances where pumping stations, forced mains or similar devices are required, the Sewage System shall be so designed as to permit eventual connection into a gravity system with a minimum of expense. Where practical, easements shall be provided and sewage Mains constructed to tie into the gravity system. The District may, in its discretion, require deposits to ensure the eventual construction of gravity Mains.
- j. **Final Grade:** All valve boxes, manholes and fire hydrants will be adjusted to the final finish grade by the Contractor.
- k. **Wet Taps:** All water Mains and Service Lines will be "WET" tapped.



- l. **Ductile Iron Pipe:** Water Mains and Service Line extensions using ductile iron pipe shall install minimum schedule 52 pipe and fittings with a resilient seat type valve each 400 ft. of pipe minimum.
- m. **Plastic Pipe:** Plastic water Mains may be permitted using minimum C 900 rated pipe and fittings. Plastic pipe may not be used for Service Lines. All plastic water Mains require tapping per current industry standards.
- n. **Sewer Mains and Service Lines:** Sewer Mains must have a manhole every 400 feet. Manholes, reducing sections and rings shall be of precast concrete. The base will be precast cement capable of providing invert forming. Service Lines must have clean-outs every 100 feet.
- o. **Sewer Pipe:** Sewer Mains will be PVC pipe with bell and spigot with compression ring gaskets. It shall be the ASTM 3034 or SDR with the following thicknesses:

<u>Main Diameter</u>	<u>Wall Thickness</u>
4"	.125"
6"	.180"
8"	.240"
10"	.300"
12"	.360"
15"	.437"

- p. **Charging of Water Mains and Service Lines:** District personnel will be the only people authorized to charge water Mains and Service Lines.
- q. **Valves:** Valves will be the same size as the water Mains. Valves will open to the left (counter clockwise).
- r. **Chlorination of Mains:** All Main extensions shall be chlorinated in accordance with AWWA standard C601 and the authority having jurisdiction, prior to acceptance by the District. The chlorinating agent, and method of application shall be approved by the District.

The chlorination of the finished Main shall be done prior to the hydrostatic testing. Before filling the Main with water, the Main shall be clean and free of debris to the satisfaction of the District. The District will not provide labor or material for disinfection to applicants installing Mains under private contract.

Chlorine tablets may be used for disinfection in 12 inch and smaller Mains. The tablets shall be attached to the inside top of the Main with food grade adhesive just prior to the Main's installation in the trench. Tablet application is as follows:

<u>Main Length (ft.)</u>	<u>Main Diameter (inches)</u>
	<u>6 8 12</u>
13 or less	2 2 5
18	2 3 6
20	2 3 7
	(5 gram strength)

After the Main is filled with water and chlorine, the chlorinated water shall be held in contact with the Main for 24 hours. At the end of the 24 hour period, the water in the Main shall be tested by the District to insure a residual chlorine content of not less than 25 MG per liter. The Main shall be thoroughly flushed to remove

the heavily chlorinated water. Care shall be taken in flushing the Main to prevent property damage and danger to the public.

- s. **Hydrostatic Testing:** No hydrostatic tests shall be made on any portion of the Main until field place concrete has had adequate curing time.
- t. **Main Extensions by District:** Notwithstanding any provision of this section, the District may, in its discretion, extend Mains under such conditions as the Board deems appropriate.

**.06 - SERVICE LINE EXTENSION AND CONNECTION**

A minimum of one separate and independent Service Line shall be provided for every building. All Service Lines shall be installed by and at the expense of the Customer, except as otherwise provided herein.

- a. **Composition:** Water Service Lines shall be soft, Type K copper. No soldered or braised couplings will be permitted underground.
- b. **Cover and Location:** Water Service Lines shall be brought to the building at a depth to allow for at least nine feet of cover. Water Service Lines which are less than 9 feet deep shall be enclosed in rigid insulation of a type as approved by the District and paid for by the customer. No Service Line shall be laid parallel to and within five (5) feet of any bearing wall which might be thereby weakened. Water Service Lines shall be laid at uniform grade and in straight alignment.
- c. **Multi-Family:** Duplex properties must have a single sewer line for each unit and may have a single water line serving both units, provided that each unit shall be separately metered. Multi-family buildings and condominiums other than duplexes shall have a single water line and a single sewer line serving each building unless a different configuration is required by Summit County.
- d. **Commercial:** Each commercial structure hereafter constructed shall have an individual Service Line and connection for each commercial unit in the commercial structure, or, if not divided into units then it shall have a separate Service Line and connection for each building.
- e. **Curb Stops:** Service Line curb stops shall be located in the public right-of-way within three feet of the property line or in a utility easement. Curb stops are the responsibility of the Customer. If the curb stop becomes inoperative, the Customer shall be responsible for costs for correction of the problem. A representative of the Customer or Service Line Contractor shall verify with the District that the curb stop and valve box have been properly installed and are operational after back fill. Subsequently, if the curb box/valve becomes miss-aligned or inoperative, the Customer shall be responsible for costs involved in correcting the problem(s).
- f. **PVC Sewer Service Lines:** Sewer Service Lines shall be PVC pipe with bell and spigot and compression ring gaskets. The PVC pipe shall be the ASTM 3034 or SDR 35 with the following thicknesses:

<u>Pipe Diameter</u>	<u>Wall Thickness</u>
4"	.125"
6"	.180"
8"	.240"
10"	.300"
12"	.360"

15”

.437”

The Service Line shall be water-tight, in a straight line, on a constant grade and not closer than five feet to any bearing wall. Sewer Service Lines must conform to a grade of a minimum 1/8” to 1 ft. Select backfill of a Class B type granular (1/4” to 3/4”) squeegee shall be used as bedding for the Service Line and shall be placed 6 inches under and under both sides. Twelve inches shall be placed on top of the Service Line.

- g. **Sewer Taps:** The connection of the sewer Service Line to the sewer Main shall be done by District personnel. The District will provide a factory prefabricated saddle. Saddles shall fit the contour of the Main being tapped and shall be joined to the sewer Main by an epoxy material. Dual strap saddles will be used and shall be cast aluminum alloy.
- h. **Fittings:** Mueller Compression fittings shall be used unless alternative fittings are approved by the District.

## **ARTICLE XV**

### **1500 - COVENANT AND CODE ENFORCEMENT AND PENALTY POLICY.**

The District, acting by and through its Manager, has been delegated and has accepted certain powers, duties, and authority to enforce the Wildernest Covenants pursuant to that certain Assignment of Rights and Obligations Under Declaration of Protective Covenants for Wildernest Subdivision Filing Nos. 1 and 2 (the "Premises") dated June 15, 2004 (the "Delegation"). A copy of the Delegation is recorded in the real property records of Summit County, Colorado at Reception No. 762834. The District hereby incorporates by reference all prohibitions, guidelines, requirements, and terms of the Wildernest Covenants into these Rules and Regulations.

#### **.01 - NO HAZARDOUS ACTIVITIES**

No activity shall be conducted and no improvement shall be constructed on any property within the Premises that is or might be unsafe or hazardous to any person or property, including but not limited to open burning, and the discharge of weapons. The District's Manager or other employee or agent may identify activities considered hazardous pursuant to this section, but in all cases such identification shall be reasonable and not arbitrary or capricious.

#### **.02 - LANDSCAPE MAINTENANCE**

All plans and specifications for landscaping within the Premises are subject to the District's approval. All landscaping, including but not limited to trees existing on each parcel within the Premises, shall be maintained in a neat, attractive and healthy condition. The owner shall remove dead, dying, diseased, or insect-infested landscape materials as soon as possible but in any event within thirty (30) days of a written request by the Manager. The District may require that removed such landscape materials be replaced in accordance with the Code and taking into account weather conditions affecting the planting of replacement landscaping, but replacement of any landscape materials shall be subject to the District's prior written approval and applicable fire mitigation standards may dictate that removed landscape materials not be replaced.

- a. All lots within the District have (at a minimum) 10' drainage and utility easements along the sides and rear lot lines. No property owner shall excavate or fill, construct, place, plant, remove or replace any temporary or permanent improvement, structure, building or deep rooted shrub, plant or tree, in, on or under any part of such easements without the District's prior approval. The District may remove such improvements from such easements if required to fulfill the District's service obligations.
- b. All landscaping, including berm installation, is additionally subject to Summit County's prior approval.

#### **.03 - GARBAGE AND TRASH**

No refuse, garbage, trash, lumber, grass clippings, shrub clippings, plant waste, compost, metal, bulk materials, scrap or debris of any kind shall be kept, stored, or allowed to accumulate on any parcel or upon any right-of-way within the Premises, except within an enclosed structure or appropriately screened from view. All trash containers shall be placed outside enclosed structures only on the appointed day for trash pickup, and shall be returned to enclosures no later than 24 hours after pickup.

#### **.04 - NUISANCE AND NOXIOUS ACTIVITIES**

No noxious or offensive activities shall be carried on within the Premises, nor shall anything be done or permitted which shall constitute a public nuisance therein. For purposes of these Rules and Regulations, the following shall constitute public nuisances:

- a. Dead or dying trees;
- b. Fallen trees;
- c. Trees diagnosed as being infected with mountain pine beetles or any other infectious, communicable disease or insect;
- d. Abandoned vehicles, as that term is used in Sections 42-4-1202 and 42-4-1801, et seq., C.R.S., vehicles without current registration tags, or vehicles that cannot be moved under their own locomotion (unless such vehicles are parked in a garage or covered by a cover made to fit the vehicle);
- e. The accumulation of trash, garbage, or other rubbish which is noxious, offensive, unsightly, dangerous, hazardous or otherwise constitutes a public nuisance on any property or on any alley, sidewalk, or right-of-way; and
- f. Construction activity that causes noise audible outside the premises at any time other than 7:00 am. through 7:00 pm., Monday through Saturday, or that exceeds the maximum permissible noise levels for industrial zones as specified in Section 25-12-101, C.R.S.

This list of public nuisances is not exhaustive, and any other action or activity may be determined to constitute a public nuisance after appropriate Board research and analysis.

#### **.05 - PARKING**

No party shall park, store or allow to remain any vehicle on unpaved areas (excepting any approved gravel parking area); park any unlicensed vehicles (unless covered with a cover made to fit the vehicle); park any commercial vehicles (as defined in the Code); park any vehicle on or overhanging a road, path, sidewalk, or street right-of-way; or park recreational vehicles, boats or utility trailers in any front yard (or driveway) or setback within the Premises;

- a. No vehicle shall be parked within seven feet of any publicly maintained roadway, including vehicles parked in a driveway.
- b. Recreational vehicles, boats or utility trailers may be parked in the front yard or setback of residential properties that contain more than five (5) living units provided a driveway or parking area has been constructed in the front yard or setback.
- c. Parked or stored motor vehicles, recreational vehicles, boats, and utility trailers must be owned or leased by the property owner or a guest, relative or tenant of the property owner; not exceed 33 feet in length or 15,000 pounds gross vehicle weight; be licensed and operable unless covered with a cover made to fit the vehicle; and placed on an improved surface constructed to Summit County standards.
- d. All lots within the District have (at a minimum) 10' drainage and utility easements along the sides and rear lot lines. No party shall construct any driveway or parking area, park, store or allow to remain any vehicle within any part of such easements without the District's prior approval.

#### **.06 - STORAGE**

As required by the Code, Chapter 3, no party shall store any item in a front yard (defined as that area of a lot in front of the front plane of the dwelling) or setbacks; provided that firewood may be stored in a front yard, but not in setbacks, if stacked in an orderly manner. No portion of any lot may be used for non-residential storage (e.g., storage of items in exchange for compensation) absent prior approval by Summit County and appropriate screening approved

by the District. All outdoor residential storage shall be made in a neat and orderly manner. If the District determines that a screen to shield permitted outdoor residential storage would be in conformance with the property's overall landscaping plan and the Code, the District may permit or require such a screen be installed by the property owner, notwithstanding the fence prohibitions set forth in the Wilderrest Covenants. A garage may be used to screen or shield storage.

#### **.07 - FENCES, WALLS, AND SCREENS**

All fences, walls, and screens are subject to the District's prior approval. The District will allow fences, walls and screens only in the following circumstances and for the following purposes:

- a. **Safety:** Safety related fences, walls and screens constructed to enclose hot tubs, swimming pools, tennis courts, trash receptacles, and common area recreation facilities.
- b. **Patio:** Fences, walls and screens of materials and finishes which conform with the architectural design of the adjoining dwelling and do not exceed 50 cumulative feet in length may be constructed around a deck or patio, and between adjoining units, such as duplex offsets.
- c. **Decorative:** Split rail fences which do not exceed 30 cumulative feet in length may be constructed as part of an approved overall landscaping plan, but in no case may such fences be used to delineate the perimeter of a lot.
- d. **Restraint:** One animal or child enclosure of materials and finishes which conform with the architectural design of the adjoining dwelling may be constructed on each lot. Such enclosures must be constructed wholly within applicable setbacks and may not enclose more than 100 square feet, extend more than six feet from the adjoining dwelling, extend forward of the front plane of the dwelling, or limit access to any utility connection or meter.
- e. **Electronic:** Invisible electronic animal fences may be constructed, but such fences may not be constructed within 5 feet of any lot line, extend across any easement, or extend forward of the front plane of the dwelling.

#### **.08 - DUMPSTERS**

Any dumpster that is visible from anywhere outside the property must be placed in an enclosure with at least three sides. Such enclosure shall be at least six feet in height and screen the dumpster from public view. An enclosure without a roof may be placed in the property's setbacks. All other buildings, structural improvements and paving are prohibited in any required setback, except driveways and parking areas in the front setback.

- a. **Location:** Dumpsters and enclosures should be located as far as practical inside property boundaries and may not be located in utility easements (absent District approval) or public rights of way. Along Ryan Gulch Road, the right of way typically extends 18 feet from the edge of the paved surface; along all other streets in Wilderrest, the right of way typically extends 13 feet from the edge of the paved surface. Utility easements are located along most property lines and are typically 10 feet wide on both sides of the line.
- b. **Gates:** If an enclosure can be oriented so that the front, back and sides of the dumpster are not visible from nearby properties and rights of way, gates are not required.
- c. **Dimensions:** The walls and gates of an enclosure should be not more than twelve inches above the ground and not less than six inches higher than the height of the dumpster. Where gates are not required, enclosures

should be deep enough to allow the dumpster to be set at least twelve inches inside the open side of the enclosure after trash removal.

- d. **Materials & Finish:** Exterior surfaces of walls and gates must be finished with wood siding not more than eight inches wide. Interior surfaces need not be finished with siding.
- e. **Repair & Maintenance:** All surfaces and components of an enclosure must be painted or stained to match other structures on the property and maintained in good repair at all times.
- f. **Existing Non-compliant Dumpsters:** Existing dumpsters that do not comply in all respects with this subsection 1500.08 shall be brought into compliance as a condition of any approval of the District for any addition to or modification of any aspect of the property in question, but in any case no later than December 31, 2009.

#### **.09 - SIGNS**

While the Wildernest Covenants prohibit all signs, and this prohibition may be enforced by any property owner, the District's enforcement of this prohibition shall be limited to the express terms of these Rules and Regulations.

##### **a. General Provisions:**

- 1) All signs must be professionally made and comply with the Code's restrictions on permitting, size, and placement.
- 2) Signs must be plumb, level and maintained in good repair at all times.
- 3) Signs must be supported by a permanently attached post, which post must be stained or painted and maintained in good repair at all times. Signs may not be attached to trees, buildings, or vehicles.
- 4) Signs must be set back at least fourteen feet from publicly maintained roads.
- 5) These Rules and Regulations do not limit the power of other entities to limit or prohibit signs, including the power of homeowner's associations to adopt stricter sign provisions.

- b. **Project Identification Signs:** Each condominium or townhome development may post an identification sign no larger than 12 square feet with the top of the sign no more than six feet above the ground. All such signs must be approved by the Wildernest Architectural Review Committee and the District prior to installation. One sign indicating the management agent, not larger than 2 square feet, may be attached to the post(s) supporting each approved project identification sign.

##### **c. Real Estate Signs:**

- 1) Sales: One "For Sale" sign no larger than 4 square feet with the top of the sign not more than 4 feet above the ground is permitted on each property offered for sale.
  - a) No free-standing "For Sale" sign visible from any public right-of-way may be placed in a condominium or townhome development, but, if permitted by the governing homeowners' association, a "For Sale" sign may be posted in a window or balcony of a condominium or townhome.

- b) Any real estate company posting a “For Sale” sign must be under a current listing contract with the property owner. Any sales agent listed on a “For Sale” sign must be licensed in the State of Colorado.
  - c) Any owner posting a “For Sale by Owner” sign may only post a professionally made sign. Any “For Sale by Owner” sign must be removed within six months of its original posting, and shall not be replaced on the property (either with the same sign or a similar sign, excluding signs posted by a licensed real estate agent) for three months following its removal.
  - d) All “For Sale” and “For Sale by Owner” signs must be removed within the earlier of 72 hours of closing or expiration of the listing agreement.
  - e) One “Open House” sign no larger than 4 square feet, with the top of the sign not more than 4 feet above the ground, may be posted temporarily on property for sale during daylight hours only.
- 2) During construction, one builder/contractor identification sign, one “For Sale” sign, and one “Open House” sign (posted during daylight hours only) per project are permitted. Builder/contractor identification signs may not exceed 12 square feet with the top of the sign not more than 6 feet above the ground.
- d. **Business Identification Signs:** Any sign designed to identify a business is subject to the prior approval of the District and the District’s Architectural Review Committee.
  - e. **Other Signs:** No other signs, including signs offering units for rent or lease, are permitted.
  - f. **Additional Enforcement:** In addition to any other enforcement powers that may be exercised by the District, the District may remove non-conforming signs. Any sign removed by the District and not claimed within 15 days of removal will be destroyed.

**.10 - EXTERIOR MODIFICATION TO STRUCTURES**

No modification or addition to the exterior of any structure shall occur in the absence of the prior written approval of the District, acting through its Architectural Review Committee.

**.11 - ENFORCEMENT**

- a. **Property Owners Responsible of Compliance:** It benefits all property owners within the Premises to adhere to the Wilderrest Covenants to promote the common good and enjoyment of the property owners’ investments, protect property values, and maintain a pleasant residential environment. Each owner of property within the Premises is responsible for the compliance with these Rules and regulations regardless of whether the property in question is rented to others or vacant for any length of time. Upon adoption of these Rules and Regulations, the District Manager or any duly authorized agent of the Manager or the District, bearing proper credentials and identification, shall be permitted to enter upon the exterior portions of all properties for the purposes of investigating suspected violations and enforcing these Rules and Regulations. The Manager shall make reasonable efforts to notify the property owner prior to such entry. Should a property owner be in violation of the Wilderrest Covenants or these Rules and Regulations, the Manager may, but is not obligated to, provide the following notices and impose the following penalties:

**1st Notice of Violation (Courtesy Notice)** - Written notice to property owner describing the alleged violation and requesting that the property owner correct the alleged violation within a stated period of time, depending upon the violation in question, as determined in the exercise of



the Manager's discretion. Any written request by the Manager to replace or remove dead, dying, diseased, or insect-infested landscaping shall be considered as the Courtesy Notice.

**2nd Notice of Violation (\$50.00 Penalty)** - Written notice to property owner that the alleged violation has not been corrected, informing property owner that a penalty of \$50.00 has been imposed, and notifying the property owner that an additional \$100.00 penalty will be imposed if the alleged violation is not corrected within ten (10) days. The Second Notice of Violation may be issued if the property owner does not correct the violation within thirty days of the First Notice of Violation.

**3rd Notice of Violation (\$100.00 Penalty)** - Written notice is given to property owner that the alleged violation has not been corrected, informing property owner that a penalty of \$100.00 has been imposed, and notifying property owner that an additional \$100.00 penalty will, without further notice, be imposed for every subsequent ten (day) period, in part or in whole, that the alleged violation remains uncorrected. The Third Notice of Violation may be issued if the property owner does not correct the violation within ten days of the Second Notice of Violation.

- b. **Penalties Imposed per Violation:** Penalties imposed for violations shall be imposed on a per-violation basis, rather than a per-notice basis.
- c. **Recurring Violations:** All notices of violation provided pursuant to this section shall also notify the property owner that if the same violation occurs within six months of the date of the First Notice of Violation, such recurrence shall be considered as a continuance of the original violation and not a new violation. All notices shall state the date, time, and location of the next regularly-scheduled Board meeting.
- d. **Right to Appear at Board Meeting:** Any party notified of a violation pursuant to this section shall be permitted to appear at the next regularly-scheduled Board meeting following such notice of violation to present evidence and testimony regarding the violation. The Board shall then determine, based on the evidence presented, whether the party committed a violation, whether the party should be subject to any fine, whether any circumstances should mitigate the fine, and whether any other circumstances justify a delay or deferral in the imposition of the fine.
- e. **Recovery of Damages, Including Attorney's Fees:** In accordance with the Wildernest Covenants, the District Manager may without notice institute proceedings at law or in equity to enforce the Wildernest Covenants, and to recover damages, including reasonable attorney's fees, as applicable.
- f. **Perpetual Lien:** The penalties set forth in this section shall constitute penalties of the District in accordance with Section 32-1-1001(1)(j), C.R.S., and until paid shall constitute a perpetual lien on and against the property that is the subject of the enforcement action.
- g. **Immediate Action in Lieu of Notice:** In lieu of the notice and penalty policy set forth in this section, the Manager may, if necessary to guard against fires or otherwise protect any portion of the Premises or the Constituents, take such immediate action(s) as may be necessary to enforce the Wildernest Covenants or ensure compliance with these Rules and Regulations, including but not limited to instituting an enforcement action authorized by this section or entering private property within the Premises to remove dead, dying or diseased trees, or trees diagnosed as infected with mountain pine beetles or other similar insects.
  - 1) If the Manager takes immediate action(s) to enforce the Wildernest Covenants or enforce these Rules and Regulations, any and all costs and fees incurred by the District related to such enforcement or other

corrective action, plus a ten percent surcharge, shall constitute a fee, penalty or charge of the District and shall constitute a perpetual lien on and against the property served in accordance with C.R.S. §32-1-1001(1)(j)(I).

- 2) If the Manager takes immediate action(s) to enforce the Wildernest Protective Covenants or enforce these Rules and Regulations, such action(s) shall be ratified by the Board at the Board meeting immediately following such action.
- 3) If the Manager takes immediate action(s) to enforce the Wildernest Protective Covenants or enforce these Rules and Regulations, neither the Manager nor the District, nor any of their employees, agents, or contractors shall be liable in any fashion for trespass or related claims arising from the enforcement activity.

EXHIBIT A

(Forms, Checklists and Instructions)

# Fee Schedule

## Article XIII, 1300 - Fees, Charges and Billing

“The information contained in this Article is pertinent to all charges of whatever nature to be levied for provision of water, sewer, and other services by the District. Said rates and charges as herein established shall be set forth in the current Fee Schedule or “Application for Water and Sewer Service”, which are on file and may be viewed by the public at the District’s offices and shall remain in effect until modified. Nothing contained herein shall limit the District from, at any time and without notice, modifying the rates and charges set forth in the Fee Schedule or from modifying any classification set forth in these Rules and Regulations.”

### SYSTEM DEVELOPMENT FEES

#### *Residential Water/Sewer Tap Fees*

Following fees are for 3 bedroom, 2 bath single family home.

Sewer Tap Fee	\$7,200 per EQR
Water Tap Fee	\$4,800 per EQR
Total	\$12,000

Each Addnl. Toilet/sink =	1/10 (0.1) EQR charge
	\$720.00 sewer
	\$480.00 water
Total	\$1,200.00

#### *Business/Clubhouses*

Charged on a modified EQR basis depending on numbers of toilets/sinks/pool/Jacuzzi offered.

#### *Irrigation Fees*

Shall be calculated as a water Systems Development Fee only.

### QUARTERLY SERVICE FEES

Water and sewer service fees are billed quarterly in arrears during the month following the end of each calendar quarter.

#### *Wilderness*

Sewer	\$78.00 flat rate
Water	\$42.00 for up to 15,000 gallons. Usage over 15,000 gallons per quarter is billed at \$6.00 per 1,000 gallons. Construction water is billed at \$21.00 for two quarters only.

#### *Cortina Ridge*

Sewer	\$117.00 flat rate
Water	\$63.00 for up to 15,000 gallons. Usage over 15,000 gallons per quarter is billed at \$9.00 per 1,000 gallons. Construction water is billed at \$31.50 for two quarters only.

**UNAUTHORIZED CONNECTION PENALTIES**

An unauthorized connection penalty equal to twice the applicable Systems Development Fee shall be payable by persons connecting to District's water or sewer lines without prior approval.

**TURN-OFF FEE & TURN-ON FEE**

If services are discontinued at the request of the Customer, or due to delinquency, a \$75.00 "turn-off" fee will be charged. If curb box/shut-off valve are not working, repair of same will be at the expense of the customer. In addition, a \$75.00 "turn-on" fee will be charged.

**WATER METERS**

The cost of each meter shall be the actual cost paid by the District to its supplier, plus ten percent (10%) to cover the cost of transportation, storage, etc.

**SERVICE THROUGH PUBLIC AND PRIVATE HYDRANTS**

No Hydrant, whether Public or Private, shall be turned on without prior District permission and then only following the payment of a \$1,000 deposit and grant of a permit. Service shall be metered.

**SILVERHEELS ROAD MAINTENANCE**

Quarterly \$12.00 per property owner

**PROTECTIVE COVENANT ENFORCEMENT**

2<sup>nd</sup> notice of violation will impose a penalty of \$50.00. Failure to correct the violation will result in additional penalties of \$100.00 for every subsequent 10-day period, or portion thereof, until corrected. Such penalties will be reflected on the next quarterly water/sewer invoice.

**ARCHITECTURAL REVIEW COMMITTEE FEE**

Along with the completed application, the owner proposing a project on any lot in Wildercrest shall also pay an architectural review fee of \$500.00 for a project up to three units plus \$50.00 for each unit over three in any one project. Checks are to be made payable to BMMD.

# Application for Water and Sewer Service

Property Owner (Title to Land):

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Email: \_\_\_\_\_

Contractor: \_\_\_\_\_

Phone: \_\_\_\_\_

Property Address: \_\_\_\_\_

Location: Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Filing: \_\_\_\_\_

Date Projected "On-line" \_\_\_\_\_

Single Family Residential: \_\_\_\_\_ bedrooms / \_\_\_\_\_ bathrooms

Duplex/Triplex: \_\_\_\_\_ bedrooms / \_\_\_\_\_ bathrooms

Apartments: \_\_\_\_\_ bedrooms / \_\_\_\_\_ bathrooms

Condominiums: \_\_\_\_\_ bedrooms / \_\_\_\_\_ bathrooms

Area to be Irrigated: \_\_\_\_\_ (Acres) Swimming Pool/Hot Tubs: \_\_\_\_\_ Total Gallons

Number of Hydrants Required: \_\_\_\_\_ Clubhouse Area: \_\_\_\_\_ Square Feet

## CERTIFICATION:

I, \_\_\_\_\_, certify that I am the owner or an authorized agent of the owner of the above-described property and that the foregoing information is correct to the best of my knowledge. I agree to abide by the Rules and Regulations of the District which may be amended from time to time without notice and grant to the District the right to access the above-described property for the purposes of inspection and/or maintenance of the water meter, service lines, and any sanitary sewer pre-treatment facilities.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**AUTHORIZATION TO CONNECT TO WATER,  
AND SANITARY SEWER SYSTEMS**

Property Owner: \_\_\_\_\_

Service Address: \_\_\_\_\_

Your APPLICATION for Water and/or Sanitary Sewer Service dated \_\_\_\_\_ was APPROVED by the Buffalo Mountain Metropolitan District on \_\_\_\_\_, subject to payment of all applicable fees and adherence to the Rules and Regulations of the District, which fees and Rules and Regulations may be amended from time to time. You are authorized to connect to the water and/or sanitary sewer systems and to receive water and/or sanitary sewer services from the District system.

Your ACCOUNT NUMBER is \_\_\_\_\_.

Charges for construction water are effective \_\_\_\_\_. Charges for full water and sewer service are effective the earlier of \_\_\_\_\_ or the first day of the calendar quarter following the issuance of a certificate of occupancy. Charges for water and sewer service are billed in arrears following the end of each calendar quarter.

Construction water is billed at a flat rate of \$\_\_\_\_\_ per quarter; sewer service at a flat rate of \$\_\_\_\_\_ per quarter; and water service at \$\_\_\_\_\_ per quarter for up to 15,000 gallons of water use. Water use in excess of 15,000 gallons per quarter is billed at \$\_\_\_\_\_ per 1,000 gallons. Charges not paid by the due date are assessed a late fee of 4% per month on the unpaid balance.

By virtue of issuing this authorization, the District has the right to access the customer's property for the purpose of inspection and/or maintenance of the water meter, and any sanitary sewer pretreatment facilities.

Water and Sewer Systems Development Fees are calculated based on the number of EQRs required as set forth in the Silverthorne/Dillon Joint Sewer Authority EQR Schedule. The District's fee is \$12,000 for each EQR assigned. Sixty percent (60%) of the fee is for the sewer connection and forty percent (40%) is for the water connection.

**CALCULATIONS:**

Number of Units: \_\_\_\_\_ x \_\_\_\_\_ bedrooms / \_\_\_\_\_ bathrooms

Total EQRs Required: \_\_\_\_\_  
Water Systems Development Fee: \_\_\_\_\_  
Sewer Systems Development Fee: \_\_\_\_\_  
Other Charges: \_\_\_\_\_

**SYSTEMS DEVELOPMENT FEE CHARGE:** \_\_\_\_\_

**TOTAL PAID:** \_\_\_\_\_

Buffalo Mountain Metropolitan District hereby acknowledges that the applicant has paid all District fees and is hereby entitled to actual service connections.

**BUFFALO MOUNTAIN METROPOLITAN DISTRICT**

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

This authorization is valid for a period of one year from the date it is signed by the District. If actual tap connections are not made within that period, this authorization shall automatically terminate and all fees shall be forfeited.

Any future building alterations or expansions may be subject to additional Systems Development Fees if they increase demand. All District fees, and the use by applicant of the District's systems, are subject to the District's Rules and Regulations, which are in turn subject to amendment from time to time as the Board of Directors of the District may, in its sole discretion, deem appropriate, and applicant receives no right to continued use of the District's systems, nor to a particular fee or method of calculation thereof by virtue of this authorization.