

FOREST HILLS METROPOLITAN DISTRICT
RULES AND REGULATIONS

ADOPTED

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FOREST HILLS METROPOLITAN DISTRICT
RULES AND REGULATIONS
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ARTICLE I

GENERAL

1.1 Authority. The District is a governmental subdivision of the State of Colorado and a body corporate with those powers of a public quasi-municipal corporation that are specifically granted for carrying out the objectives and purposes of the District.

1.2 Purpose. The purpose of this consolidated body of Rules and Regulations is to ensure an orderly and uniform administration of water, sewer and general operations in the Forest Hills Metropolitan District area of Jefferson County, Colorado.

1.3 Policy. The Board of Directors of the District hereby declares that the Rules and Regulations hereinafter set forth will serve a public use and are necessary to promote the health, safety, prosperity, security, and general welfare of the inhabitants of the District. .

1.4 Scope. These Rules and Regulations shall be treated and considered as new and comprehensive regulations governing the operations and functions of the District, and shall supersede all prior Rules and Regulations of the District.

1.5 Intent of Construction. It is intended that these Rules and Regulations shall be liberally construed to effect the general purposes set forth herein and that each and every part thereof is separate and distinct from all other parts. No omission or additional material set forth in these Rules and Regulations shall be construed as an alteration, waiver, or deviation from any grant of power, duty or responsibility, or limitation or restriction, imposed or conferred upon the Board of Directors by virtue of statutes now existing or subsequently amended or under any contract or agreement existing between the District and any other governmental entity. Nothing contained herein shall be so construed as to prejudice or affect the right of the District to secure the full benefit and protection of any law which is now enacted or may subsequently be enacted by the Colorado General Assembly pertaining to the governmental or proprietary affairs of the District.

1.6 Amendment. It is specifically acknowledged that the District shall retain the power to amend these Rules and Regulations with respect to the District to reflect those changes determined to be necessary by the Board of Directors of the District. Prior notice of these amendments shall not be required by the District in exercising its amendment powers, pursuant to this Article.

ARTICLE II
DEFINITIONS

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

2.1 Applicant. "Applicant" means any person who applies to the District for a service connection or service disconnection, main line extension, or other such service agreement, or who attempts to have real property included within, or excluded from, the District, as the case may be.

2.2 Authorized Plumber / Drainlayer. "Authorized Plumber/ Drainlayer means a person authorized by the District to perform services which physically affect the water or sewer systems of the District.

2.3 Board. "Board" and "Board of Directors mean the Board of Directors of the District.

2.4 Constructor. "Constructor" means the landowner / Developer, subdivider, or agency actually paying for the construction of the lines.

2.5 Contractor. "Contractor" means any person, firm/ or corporation authorized by the District ,to perform work and to furnish materials within the District.

2.6 Customer. "Customer" means any person / company, corporation/ homeowners I association/ or similar entity authorized, to connect to and use the District's water or sewer systems under a permit issued by the District.

2.7 Developer. "Developer" means any person who owns land and/or is subdividing land for resale and seeking to have the land serviced by the District.

2.8 District. District means the Forest Hills Metropolitan District.

2.9 District Engineer. "District Engineer" means that person or firm that has been authorized by the District to perform engineering services for the District

2.10 Dwelling Unit. "Dwelling Unit" means one or more habitable rooms arranged, occupied/ or intended or designed to be occupied by not more than one family/ with facilities for living, cooking, sleeping/ and eating.

2; 11 Equivalent Dwelling Unit. "Equivalent Dwelling Unit+or %Single Family Equivalent Dwelling Unit+means a use which is estimated to have an impact upon the water or sewer system equal to that of the average dwelling unit.

2.12 Inspector "Inspector" means that person who, under the direction of the Manager or District Engineer, shall inspect all water and sewer connections, excavations, installations of and repairs to the water or sewer systems and facilities of the District, to ensure compliance with the Rules and Regulations.

2. 13 Main Line. %Main Line+means any water main or' sewer interceptor used as a conduit for water or sewage in the District's water or sewer system which is owned by the District.

2.14 Manager. %Manager+of the District means the person or entity retained by the Board to administer and supervise the affairs of the District and its employees.

2.15 Permit. %Permit+means the written permission to connect to the water or sewer systems of the District pursuant to the Rules and Regulations of the District.

2.16 Person. %Person+means any individual, firm, partnership, corporation, or other entity of any nature, whether public or private.

2.17 Pool. %Pool+means any structure, meant to contain watr with a capacity of over 2,000 galllons (11/13/91)

2.18 Pretreatment Facilities. %Pretreatment Facilities+means structures, devices, or equipment for the purpose of removing from the sewer system any wastes which would be harmful to the District's sewer mains or to the sewage treatment works.

2.19 Rules and Regulations. %Rules and Regulations+means the Rules and Regulations of the District including all amendments and policies as set forth in the District minutes and resolutions.

2.20 Service Line. %Service Line+means any privately owned and maintained pipe, line, or conduit used or to be used in connection with the District's water or sewer system.

2.21 Sewer Interceptor. %Sewer Interceptor+means any pipe, piping of system of piping used as a conduit for sewage in the District's sewer system and owned by the District. Unless otherwise provided by the Board a sewer interceptor shall be six inches (6+) or more in diameter.

2.23 Shall; May. Whenever "shall", is used herein it shall be construed as a mandatory direction; whenever "may" is used herein, it shall be construed as a permissible, but not mandatory direction

2.24 Stub-Out. "Stub-out" shall mean any connection to a main line which extends from the main line and which is intended to facilitate connection to the water or sewer system either directly to the main line or indirectly through a private main; provided, that a stub-out may extend to, but not through / the foundation or exterior walls, or floor of any structure intended to be served.

2 ~ 25 Superintendent. "Superintendent" means that person appointed by the Board to supervise the operation and maintenance of District facilities.

2.26 Tap or Connection. ~~%Tap+~~ "Connection" means the connecting of the service line to the water or sewer system, either directly to a main line or stub-out from the main line, or directly through a private main line, which service line extends beyond the easement line or property line into the structure intended to be served, whether or not actually connected to the structure's water or sewer system.

2.27 Tap Fee and Connection Charge

a. "Tap Fee" means the payment to the District of a fee for the privilege of connecting a particular user to the water or sewer system. Such Fee shall be charged at the time application for service is made. Once the Fee is paid the owner of the lot is entitled to connect to the water or sewer system for so long as the owner continues to pay all District charges and fees and complies with these Rules and Regulations.

b. "Connection Charge" means the payment to the District of a fee for the actual physical connection of a particular use to the water or sewer system. The connection is dependent upon the cost of making the actual connection.

2.28 Water Main. "Water Main" means any pipe, piping, or system of piping used as a conduit for water in the District's water system, which is owned by the District. Unless otherwise provided by the Board / a water main shall be six inches (6+) or more in diameter.

2.29 Water System. "water system" means any water main, line, appurtenances / accessories / or portion thereof, owned and maintained by the District.

2.30 Any Other Term. Any other term not herein defined shall be defined as presented in the "Glossary -Water and Sewage Control Engineering+", APJA, AWWA, ASCE, and FWSA, latest editions.

ARTICLE III

OWNERSHIP AND OPERATION OF FACILITIES

3.1 Responsibilities of District. Except as otherwise provided by these Rules and Regulations, the District is responsible for drainage, erosion control, circulation, recreation and the operation and maintenance of the sewer and water systems, which operation and maintenance shall be carried out in a sound and economical manner, in accordance with these Rules and Regulations. It shall not be liable or responsible for inadequate treatment or interruption of service brought about by circumstances beyond its control.

The District is generally responsible for providing capital facilities, and shall endeavor to plan for, capitalize, and build adequate capital improvements as rapidly as possible consistent with fiscal responsibility and the best interests of the District; but the District shall not be liable or responsible for failure to approve additional service when capacity is exceeded by demand.

3.2 Liability of District. It is expressly stipulated that no claim for damage shall be made against the District by reason of the following: blockage in the system causing the backup of effluent; damage caused by ~~smoking~~ of lines to determine drainage connections to District lines; breakage of main lines by District personnel; interruption of water or sewer service and the conditions resulting therefrom; breaking of any service or collection line, pipe, cock, or meter by any employee of the District; failure of the water supply; shutting off or turning on water; 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, excessive or sporadic pressures; or for doing anything to the systems of the District deemed necessary by the Board of Directors or its agents. The District shall have no responsibility for notification to customers of any of the foregoing conditions. The District reserves the right temporarily to discontinue service to any property at any time for any reason deemed necessary or appropriate by the Board of Directors. The District shall have the right to revoke service to any property for violations of these Rules and Regulations in accordance with the procedures set forth in these Rules and Regulations.

3.3 Ownership of Facilities. All existing and future main lines and treatment works connected with and forming an integral part of the water or sewer system shall become, and are, the property of the District, unless any contract with owner or Customer provides otherwise. Said ownership will remain valid

provided that the main lines and treatment works are constructed, financed, paid for, or otherwise acquired by the District, or by other persons.

That portion of all existing or future service lines extending from the main line to each unit or building for each Customer that is connected with and forms an integral part of the District's water or sewer system shall become, and is, the property of the Customer. This principle shall not be changed by the fact that the District might construct, finance / pay for, repair / maintain, or otherwise affect the Customer's service lines. The construction of any service line shall be done in compliance with Article VI of these Rules and Regulations. The Customer's ownership of the service line shall not entitle the Customer to make unauthorized uses of the District's systems once the service line has been connected to a District main line. All uses of the service line, or any appurtenances thereto, at any time after the initial connection to the District system, shall be subject to these Rules and Regulations.

Notwithstanding the above, all water meters and shut-off valves shall become, and are, the property of the District. Said ownership shall remain valid whether the meters and/or shut-off valves are installed, financed, paid for, repaired, or maintained by another person, or whether the meters and/or shut-off valves are located on a privately owned and maintained service line.

3.4 Inspection Powers and Authority of District Agents. The Manager, Superintendent, and other duly authorized employees of the District, bearing proper credentials and identification, shall be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling, and testing, in accordance with the provisions of these Rules and Regulations. Failure to permit such inspections, observations, measurements, samplings, and / or testings upon the request, in writing, of the Manager shall result in the immediate disconnection of service to the property of the party failing to permit such activity.

3.5 Modification, Waiver, and Suspension of Rules. The Board or the Manager, acting on instructions of the Board, shall have the sole authority to waive, suspend, or modify these Rules and Regulations, and any such waiver, suspension, or modification must be in writing, signed by the Board or the Manager. Such waiver shall not be deemed an amendment of the Rules and Regulations. No waiver will be deemed a continuing waiver.

ARTICLE IV.

USE OF SEWER AND WATER SYSTEMS

4.1 Unauthorized Tampering with Systems

4.1 .1 No unauthorized person shall uncover, use, enlarge the use, alter, disturb, or make any connection with, or opening onto, the water or sewer system without first obtaining a written permit from the District. Unauthorized uses of the District's systems include, but are not limited to, an unauthorized turn-on or turnoff of water or sewer service or a tampering, or in any way modifying any meter even though the same may be performed on a privately owned and maintained service line.

4. 1 .2 No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any portion of the District's system.

4.1.3 Any person who shall violate the provisions of this Article 4.1 shall be prosecuted to the full extent of Colorado law.

4.1.4 Any person violating any of the provisions of these Rules and Regulations shall become liable to the Board for any expense, loss, or damage occasioned by reason of such violation, and upon non-payment thereof, at the demand of the Board, shall be assessed a penalty of \$500.00, which penalty shall be a lien upon the violator's property, as allowed by Section 32-1-1001, C.R.S., as amended, or a lien upon the property concerning which the violator was providing "services at the time of the' violation in question, whichever the Board deems appropriate.

4.2 Use of Sewer System

4.2.1 The Customer is required to notify the District prior to any change in the Customer's equipment, service or use of the property served by the District, and upon any change of ownership of the property. Each Customer shall be responsible for constructing and maintaining the entire length of the service line serving his property including all costs thereof. Service lines shall be constructed in accordance with these Rules and Regulations. Leaks or breaks in the service line shall be repaired by the property owner within seventy-two (72) hours of obtaining knowledge of a leak, or from the time of notification of such condition by the District. If satisfactory progress toward repairing said leak has not been completed within the same time period the Manager shall shut off the service until the leaks or breaks have been repaired in addition, the District shall have the right to effect the repair, and the cost therefor shall constitute a lien on and against the property of such Customer, securing payment of such cost, as provided for by C.R.S. 32-1-1001.

4.2.2 No person shall discharge or cause to be discharged any storm water, surface water, ground water, roof runoff, subsurface drainage, cooling water, or unpolluted industrial process waters to any sanitary sewer. No public or private swimming pool shall be connected with the sewer system without first paying, for and obtaining a special permit therefor from the District, which permit shall define and specify the hour or hours during which water may be discharged from such pools into the sewer system, and prescribe the fees and charges therefor, if any.

4.2.3 This subsection 4.2.3 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 sewer system.

a. It shall be the policy of the District to classify wastes into three main categories, termed "Normal Sewage", "Special Sewage", and "Prohibited Sewage", which are generally defined herein. The classification of wastes shall be the responsibility of the Manager, and shall follow recommended procedures of the State Board of Health, and subject to approval by the Board, shall be final and binding.

b. "Normal Sewage" shall mean sewage which can be treated at the District's sewage treatment works without pretreatment and within normal operating procedures, and which, when analyzed, shows by weight a daily average of not more than two hundred fifty (250) parts per million of suspended solids (SS) and not more than two hundred fifty (250) parts per million five-day biochemical oxygen demand (BOD).

c. "Special Sewage" shall mean any sewage which does not conform to the definition for Normal Sewage but which can be treated by the District after pretreatment by the use or by utilization of special operating procedures by the District at the sewage treatment works. A list of various types of special sewage and the required pretreatment process for each is included in Appendix B attached hereto.

d. "Prohibited Sewage" shall mean any sewage which may be reasonably anticipated to have a deleterious effect upon the sewer system or any persons or property, and therefore, in the opinion of the District, cannot be serviced by the District. Prohibited sewage shall include water injected into the sewer system by means of a drainage collection system. Said drainage water is detrimental to the sewer system since it interferes with the District's volume capacity and with the biological process necessary to proper treatment. A list of various other types of prohibited sewage is included in Appendix B attached hereto.

e Phosphorus Control. The District recognizes ". that there is a serious statewide and local concern with the levels of phosphorus discharge into Upper Bear Creek. In an effort to take every measure available to limit the discharge of phosphorus within the District's boundaries, the District adopts this phosphorus control regulation.

1. It shall be the responsibility of every owner/Customer within the District to monitor and regulate their individual / household discharge of phosphorus. The leading contributors of phosphorus into the District's system are laundry and dishwasher detergents. The District therefore/ shall require every owner/Customer to adhere to the following restrictions regarding the use of detergents:

- (i) No owner/Customer shall use any laundry or liquid dishwashing detergent that contains any level of phosphorus. There are many available brands of laundry and liquid dishwasher detergents that will satisfy this standard. The District will provide a list of these detergents upon request.
- (ii) No owner/Customer shall use any automatic dishwasher detergent that contains in excess of 4% phosphorus. There are many available brands of automatic dishwasher detergent that will satisfy this standard. The District will provide a list of these detergents upon request.

(3/9/95)

f. The District Engineer shall be responsible for all sampling/ testing/ analysis/ and classifying of sewage. Testing and analysis shall be determined in accordance with "Standard Methods for the Examination of Water and Wastewater", latest edition, or by methods approved by the United States Environmental Protection Agency for NPDES permit reporting, and the Colorado state Health Department. Results of tests shall be made available to the Customer at the District's office.

4.2.4 No person shall discharge or cause to be discharged to the sewer system any Special or Prohibited Sewage 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 sewer system, or other interference with the proper operation of the sewer system.

4.2.5 The admission into the sewer system of any Special Sewage shall be subject to the review and approval of the Board, which may prescribe limits on the strength and character of such sewage. Where necessary, in the opinion of the Board the owner shall provide, at his expense, such pretreatment facilities as may be necessary to treat such Special Sewage prior to discharge to the sewer main. Grease, oil, and sand interceptors of a design recommended by the Colorado State Board of Health shall be provided when, in the opinion of the District Engineer, they are necessary for the proper handling of Special Sewage or liquid wastes containing grease in excessive amount, or any flammable wastes and, or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. Where installed, they shall be maintained by the owner at his expense, in continuously effective operation at all times. Plans or specifications, and any other pertinent information relating to proposed pretreatment facilities shall be submitted for the approval of the District and of the state Board of Health, and no construction of such facilities shall be commenced until such approval is obtained in writing. Where pretreatment facilities are provided for any Special Sewage, they shall be maintained continuously in satisfactory and effective operation by the owner, at his own expense.

4.2.6 When required by the District, the owner of any property served by a service line carrying Special Sewage shall install and maintain, at his expense, a suitable control manhole in the service line to facilitate observation, sampling, and measurement of the wastes. The manhole shall be installed by the Customer and maintained at his expense. All measurements, tests, and analysis of the characteristics of waters and wastes shall be determined in accordance with "Standard Methods for the Examination of Water and Sewage" or latest edition or by methods approved by the United States Environmental Protection Agency for NPDES permit reporting and the Colorado State Health Department, and shall be determined at the control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the sewer interceptor to the point at which the service line is connected.

4.3 Use of Water Systems

4.3.1 The Customer shall notify the District prior to any change in the Customer is equipment, service, or use of the property served by the District and upon any change of ownership of said property. Each Customer shall be responsible for constructing and maintaining, and all costs thereof of the entire length of the service line serving his property. Service lines shall be constructed in accordance with Article VI of these Rules and Regulations. Each Customer is responsible for complying with the District's Cross-Connection and Backflow Control Regulation, attached hereto as Appendix C. Each person having boilers and/or

other appliances .on his. Premises, depending upon pressure or water in pipes,, or on a continual supply of water shall provide at his own expense, suitable safety devices to protect himself and his property' against a stoppage of water supply or loss of pressure. The District expressly disclaims any liability or responsibility for any damage resulting, from a Customer's failure so to equip his property.

4.3.2 No single family, duplex, multi-family or commercial connection shall be made to the District I s system without a water meter having been installed to serve the subject unit. All water meters shall have devices for remote reading. The type of water meter and location of the meter shall be subject to the approval of the District. All water meters shall become, and are, the property of the District. Said ownership shall remain valid whether the meters 'are installed, financed, paid for, repaired, or maintained by another person. The District shall, at Customer's expense, have the right to test, remove, repair, or replace any and all water meters. It shall be the duty of each Customer to notify the District office if his water meter is operating defectively. If any meter shall fail to register in any period, the Customer shall be charged the average period consumption, as shown by the meter, during the preceding two (2) years, when deemed by the District to be in working order.

ARTICLE V

APPLICATION FOR AND CONTINUATION OF SERVICE

5.1 Inclusions. Service will. be furnished subject to the Districtl s Rules and Regulations and only to property included within and subject to the Rules and Regulations and taxation by the District. It shall be incumbent upon the Applicant to furnish satisfactory evidence of inclusion whenever such evidence is requested by the District. Satisfactory evidence shall consist of tax receipt, or certification in lieu thereof, received from and signed by the County Treasurer. A person owning land with or without the exterior boundaries of the District who desires service must include all of his land serviceable by the system contiguous to the parcel on which service is desired into the District. A formal request for inclusion within the District shall be made to the District, on its standard form, by the Applicant, accompanied by a non-refundable payment for legal fees and the estimated costs of publication and a properly executed Inclusion Agreement, which shall contain general terms and conditions set forth in Appendix D, attached hereto; however, the Board reserves the right to impose such additional terms and conditions as it deems to be in the best interests of the District.

5.2 Service Outside the District. No service shall be provided to property outside of the District, except upon the express written consent of the District. Charges for furnishing

service outside of the District shall be at the discretion of the Board of Directors, but no service shall be furnished to property outside of the District unless the charge therefor equals at least the cost of service plus the estimated mill levy and tap fees for which such property would be responsible if it were a part of the District. In every case where the District furnishes service to the property outside the District, the District reserves the right to discontinue the service when, in the judgment of the Board of Directors, it is in the best interest of the District to do so.

5.3 Application for Service. Application for service must be filed with the District on forms provided by the District and accompanied by appropriate fees prior to any action to connect to the system. Only upon authorized approval of the application, and a receipt therefor, may a connection to the system be made.

Any outside water usage (i.e. landscaped areas, lawns, gardens, washing cars, boats, trailers, washing down walkways or driveways, filling hot tubs, etc.) is subject to the approval of the District. The Board shall impose a one-time charge for a special irrigation permit upon the user as provided in Appendix A.

All information requested on the tap application form must be completed, and a diagram of the stop box location included. Should any information disclosed on the application prove at any time to be false, or should the Applicant omit any information, the District shall have the right to reassess the tap fee originally charged at the rate current to the discovery by the District of the false or omitted information, and/or disconnect the service in question, and/or back-charge the property in question for service, fees that may be due and owing, and/or charge any other or additional fee or penalty specified in these Rules and Regulations, as amended. Any reassessment shall be due and payable, together with any penalties or other additional fees charged, and together with interest at the maximum legal rate on the entire balance, upon and, from the date of the original application.

5.3.1 Irrigation Permit Policy (Landscaping). The District is concerned with the conservation of its water supply and the regulation of landscaping within its boundaries. It is necessary to regulate landscaping and the use of water for outside irrigation purposes in order to protect the health, safety and welfare of District residents.

(a) Prior to undertaking any significant landscaping to their property (the initial landscaping of a new home is always considered to be significant), every owner within the District shall submit a landscaping plan to the District's Superintendent. Such plan shall include a certified statement as to how much irrigation water consumption will be used during a normal growing season. The Superintendent," in his sole discretion, shall determine whether the landscaping plan provides adequate protection

of the District's water supply and system. The District's irrigation policy is attached to these regulations as Appendix H and incorporated by this reference.

(b) No significant landscaping shall be performed on any property within the District without an approved landscaping plan, as evidenced by the written approval of the Riva Chase Architectural Committee to the District's Superintendent.

(c) Any owner who performs any significant landscaping without first having a landscaping plan approved by the District, or who performs any landscaping contrary to or in violation of an approved landscaping plan shall be penalized by a 100% increase in their water rates until the non-compliance is remedied. (3/9/95)

5.4 Denial of Application. The District reserves the exclusive right to deny application for service when, in the opinion of the Board, the service applied for would create an excessive seasonal or other demand on the facilities. Denial may also be based upon an unresolved obligation between the District and the Applicant, inadequate documentation of easements for main lines serving the property, or any other reason as determined by the Board.

5.5 Cancellation of Application. The District reserves the right to revoke any prior approval of an application before service has been provided, and thereafter for any violation of these Rules and Regulations.

5.6 Deposits. The District reserves the right to require any Customer or Applicant to pay a deposit as a condition of provision, continuation, or reinstatement of water and/or sewer service while monies held on deposit may be applied toward any and all past due amounts owing to the District, the District's use of such deposits shall not prejudice the District's right to use other means of collecting past due amounts not covered by the deposit.

5.7 Moved or Destroyed Buildings. When buildings are moved or destroyed, the original tap authorization shall terminate and no credit shall be authorized for tap fees paid previously with respect to said building unless the original tap shall remain in good standing by continuous, uninterrupted payment of the District's minimum service charge (as the same may be amended from time to time). If payment of the minimum service charge ceases for any reason, said tap shall be in violation of these Rules and Regulations and the tap shall be revoked. Non-payment within thirty (30) days of the billing shall be considered cessation of payment of minimum service charge.

5.8 Change in Customers' Equipment, Service, or Use of Property. No change in the Customer's equipment, service, or use property served shall be made without the prior notification of

and approval by the" District. Any such .change which, in the opinion of the District, will increase the burden placed on the District's systems by the Customer, shall require a redetermination of the tap fee and monthly service charge, and a payment by the Customer of any additional tap fee and monthly service charge resulting from the redetermination. Subject to Article 5.6 above, tap fees previously paid with respect to the property in question shall be credited against the redetermined tap fee so that only the unpaid portion of any redetermined tap fee shall be due, provided, however, that redeterminations resulting in a conclusion that the tap fee, if assessed currently, would be in an amount less than that originally paid, shall not result in a refund or credit of any kind to the Customer.

5.8.1 Any violation of this Article shall result in the assessment of an unauthorized connection fee, as provided by Article 5.9 of these Rules and Regulations, and the District shall take those steps authorized by these Rules and Regulations and Colorado law regarding the collection of said fees.

5.8.2 Any Customer believed to have changed the equipment, service, or use of their property in violation of this Article shall be notified of such belief by the District, and shall be notified of the District's intent to assess any additional tap, service, or unauthorized connection fees, and shall be afforded twenty (20) days in which to respond the .District's notice. Failure to respond as required herein within the twenty (20) day period shall be deemed to establish the District's belief concerning the nature and extent of the change, and such additional tap, service, and unauthorized connection fees / as are deemed appropriate by the District, shall be assessed against the property' in question and shall be collected as provided under these Rules and Regulations and Colorado law. To defer the collection of said fees, and as a prerequisite to the right to hearing as provided for and described in Article XI of these Rules and Regulations, any response by the Customer must, in addition to being provided in twenty (20) days, include permission to make such inspection of the property in question as the Board deems necessary to establish clearly the nature of equipment, service, and use of the property in question.

5:9 Unauthorized Connections and Fees. No person shall be allowed to connect onto the sewer or water systems or to enlarge or otherwise change equipment, service, or use of property without prior payment of tap fees, approval of application for service, and adequate supervision and inspection of the tap by District representatives. Upon the discovery of any unauthorized connections, the District shall send written notice to the owner(s) of the property benefitted by such connections stating that an unauthorized connection has been made between the owner(s)' property and the District facilities. The owner(s) shall then have twenty (20) days from the date of . the notice to pay the then-

current tap fee. If that fee is not paid, within twenty (20) days, then the owner(s) shall automatically be assessed an unauthorized connection fee, a notice of revocation of service shall be sent and service shall be disconnected pursuant to Article 5.10 of these Rules and Regulations. The unauthorized connection fee is an amount equal to twice the then-current tap fee that would be due for such property. Once discontinued, service may be returned to the property only upon receipt by the District of both the unauthorized connection fee and any turn-on / turn-off fees due. The District also reserves such rights of foreclosure as may be provided by law for the collection of unpaid fees and charges of the District.

5.10 Revocation of Service. Service shall be revocable by the District upon non-payment of any valid fees or charges owing to the District. In the event of non-payment, the Customer shall be given not less than ten (10) days advance notice in writing of the revocation, which notice shall set forth:

- a. The reason for the revocation;
- b. That the Customer has the right to contact the District and the manner in which the District may be contacted for the purpose of resolving the obligations; and
- c. That there exists an opportunity for a hearing in accordance with Article XI of these Rules and Regulations.

If the obligation is not resolved within the time prescribed, service to the property shall be revoked by blocking or disconnecting the appropriate line serving the property. The cost of disconnection shall be assessed to the Customer. The Customer may request a hearing in accordance with Article XI of these Rules and Regulations.

If payment of the outstanding obligation or a request for a hearing with the accompanying deposit is not received by the District within ten (10) days of mailing, the Manager shall disconnect the service and the Customer shall be assessed the cost of the disconnection. Deposit for service, if any, shall be applied against the outstanding obligation.

5.11 Revocation of Tap Rights. The right to connect to the District's system and receive services under Article 5.3 above shall be revocable by the District upon non-payment of any District fees owing to the District and remaining unpaid for a period of ninety (90) days, and whether or not the Customer owning the right to connect has actually connected to the District's system. Such revocations shall be conducted in accordance with Article 5.10 above. If the right to connect to the District's system is revoked, the Customer may reacquire such tap rights only by reapplying for service in accordance with Article 5.3 above, and

after paying all fees due and owing the District and the then current tap fees charged by the District under these Rules and Regulations.

5.12 Turn-Ons / Turn-Offs of Service. All turn-ons or turn-offs of water or sewer service through a shut-off valve on a service line that has been connected to the District's water or sewer system, pursuant to a written permit issued by the District, shall be performed only by District personnel regardless of the ownership of the shut-off valve or service line, and regardless of the circumstances respecting the turn-on or turn-off. The District shall assess a charge of \$100.00 for each such turn-off and turn-on performed, except when the service is performed for Customers requiring maintenance to their service line, in which case there shall be no charge. The District will provide this service (without charge) only for (1) a tap for new construction, one time prior to the occupancy of the building served, and (2) for Customers requiring service to be turned off for maintenance of a service line. All other requests for a turn-off or turn-on of District service may be granted or denied by the Manager in his/her sole discretion. Violation of this Article and/or failure to pay the \$100.00 fee shall result in the assessment against the property served of a penalty of \$1,000.00 in addition to the turn-on/turnoff fee, and in addition to the penalties provided for unauthorized tampering with the District's system in Article 4.1 of these Rules and Regulations.

ARTICLE VI

CONSTRUCTION AND MAINTENANCE OF SERVICE LINES

6.1 Compliance with Rules and Regulations. The requirements of these Rules and Regulations, and Appendix E attached hereto, are applicable to the construction of all service lines.

6.2 Inspection and Tapping Charges. All taps shall be made by the District and all service lines shall be inspected by a representative of the District. All water service lines are to be tested under normal operating pressure. Constructors of service lines shall call the District Engineer for an open ditch inspection of all service lines.

6.3 Water Meter. It is the policy of the District to provide the water meter for installation by the licensed plumber at a fee shown on the Schedule of Fees and Charges attached hereto as Appendix A. A complete installation shall consist of the meter and a self generating remote readout to be installed as shown on Meter Setting Details attached hereto as Appendix E.

6.4 Separate Service Lines Required. A separate and independent service line shall be provided for every building and shall be installed at the expense of the property owner. Existing

service lines may be used in connection with new buildings only when found, on examination by the Superintendent to meet all requirements of these Rules and Regulations. There shall be one (1) water, meter installed for each separate service building served. A curb stop shall be located at the property line on all service lines. Each half of a duplex shall have a curb stop at the property line, and shall have a separate service line and meter. The Board may, in the exercise of its sole discretion provide an exemption from the above requirements for buildings that are part of a condominium or homeowners' association. In such a case, the District shall bill the association for service charges assessed by the District for water and sewer usage of all users in the association.

6.5 Construction and Connection. Construction and connection of all service lines shall be done by plumbers licensed in accordance with the Technical Plumbing Code of the State of Colorado and authorized by the District Engineer to do work in the District. The Applicant for the connection permit shall notify the District Engineer when the service line is ready for inspection and connection to the District's main. The connection shall be made by authorized bonded plumbers or pipe layers under the District Engineer's supervision, but plumbing contracted for by a licensed master plumber may be performed by him through journeymen plumbers or apprentices under his direction. All Contractors, plumbers, and others doing work on any mains, service lines, or structures in the District shall comply with County, state Highway Department, or local regulations for excavation, backfill, compaction, and restoration of surfacing. All permits, fees, and licenses shall be paid for by the Contractor, plumber, or others doing work in the District prior to the start of construction. All excavations for service installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public or private property disturbed in the course of the work shall be restored in a manner satisfactory to the Superintendent. All daily inspection fees on sewer construction required by any governmental agency, including the District, shall be paid by the plumber, Contractor, or others doing the work for the District.

6.6 Revocation of Plumbers' Authorization. The violation of any of these Rules and Regulations, or the District's installation specifications, shall constitute sufficient grounds for revocation of the authorization to do work in the District. Whenever it appears a violation has been committed, the plumber shall, be sent a written notice. Work performed through journeymen plumbers 'or apprentices shall not relieve the Authorized Plumber from any responsibility.

ARTICLE VII

MAIN LINE EXTENSIONS

7.1 Compliance with Rules and Regulations. The requirements of these Rules and Regulations including Appendix E attached hereto, are applicable to the construction of all main line extensions.

7.2 Main Line Extensions by the District. The District has the right to construct all main lines within the District. Developers who desire to construct such main lines prior to the date planned by the District for their construction may do so as provided in Article 7.4 herein.

7.3 Procedure for Main Line Construction or Extension by the District. The District may construct or extend any main line if the Board deems it in the best interest of the District to do so. All main line construction or extension which is so authorized shall be bid, as provided by State law¹ and contracted for by the Board, with the Contractor installing the main lines being responsible to the Board. The District, through its Engineer, shall supervise construction activity and coordinate all matters pertaining to the completion of the subject project, including periodic and final payments to the Contractor, inspection, and as-constructed drawings. ~

Pursuant to Sections 38-26-105 and 106, C.R.S., as amended, performance and payment bonds equal to the contract price, at a minimum, shall be furnished to the District by the Contractor on all construction contracted by the District. All main lines constructed shall be accepted by the District upon completion of construction and as-constructed drawings, subject to a one-year warranty period during which the Contractor shall promptly and without cost to the District correct any defective work. All daily inspection fees required by any governmental authority, including the District, shall be paid by the Contractor.

Constructors who have completed construction of main line extensions shall, before the main lines are accepted by the District, deed the main lines and all appurtenances to the District free and clear of all liens and encumbrances, and furnish to the District bonds which shall cover all maintenance for one (1) year from the date of acceptance of the main lines by the District. Prior to the acceptance of the main lines by the District, the Constructor shall provide to the District (1) all easements necessarily accompanying the main lines, and (2) reproducible as-built drawings.

7.4 Procedure for Main Line Extension by Developers. The District has no obligation to extend any main line. In the discretion of the Board, the Board may permit a Developer

(Applicant) to construct, at the sole expense of the Applicant, main lines. The Applicant shall enter into a written main line extension agreement with the District. The District assumes no responsibility for the processing of, or decision not to process an application for main line extension before the Colorado Department of Health or any other agency. The decision to process or not to process such application rests solely with the Applicant, and the District assumes no responsibility or liability for that decision. . .

7.4.1 All Applicants desiring to construct a main line within the District shall first make formal application to the Board for approval. This application shall be in writing and shall contain a legal description of the property to be served by the main line and plans for such extension. The staff shall then submit the recommended plans, with appropriate documentation, to the Board for final approval. Said plans shall be reviewed for compliance with the District's specifications and requirements appropriate to the situation. The cost of such study for compliance shall be borne by the Applicant.

7.4.2 Prior to the execution of the main line extension agreement with the District, Applicant shall deposit with the District an amount sufficient to compensate the District for engineering fees, legal fees, and other costs, except direct construction costs, anticipated to be incurred by the District as a result of the application and the construction of the main line. This amount shall be a minimum of \$500.00, but may be a greater sum if the Board determines that a greater sum is necessary.

7.4.3 All contracts entered into by Applicant for construction of any part of a main line shall be on the District's approved forms and shall be assignable to the District. All such contracts that an Applicant proposes to assign to the District shall include performance and payment bonds to be issued by the contractor to the District, pursuant to Sections 38-26-105 and 106, C.R.S., as amended. Said bonds shall be, at a minimum, equal to the contract price for the construction contracted for by the Applicant. All main lines shall be constructed according to applicable District, County, and State specifications. All main line extensions within the District shall be made under the supervision of the District Engineer, at the Applicant's expense. Similarly, all daily inspection fees on mains required by any governmental agency, including the District, shall be paid by Applicant.

7.4.4 Special structures, such as pumping stations, pressure reducing valves, meter vaults, etc., required to ensure proper operation of the extensions shall be constructed from designs of the District's Engineer or such engineers as may be approved by the Board.

7.4.5 . The applicant shall be responsible for "over-sizing" main line extensions, as required by the District.

7.4.6 Applicants who have completed construction of main lines shall, before the main lines are accepted by the District, deed the main lines and appurtenances to the District, free and clear of all liens and encumbrances, and furnish to the District bonds which shall cover all maintenance for one (1) year from the date of acceptance of the main lines by the District. Prior to the acceptance of the main lines by the District, the Applicant shall provide the District with (1) all easements necessarily accompanying the main lines, (2) reproducible as-built drawings, and (3) a statement of the certified costs of the main lines.

7.4.7 No reimbursement or recovery of costs shall be permitted for main line extensions, except as provided by existing contracts. The District shall, in its sole discretion, determine when reimbursement may be made, if any is required under previous agreements/ for main line extensions. .

7.5 Main Line Sizes. The size of the main line required to serve any area served by the District shall be determined by the District.

7.6 Locations of Main Line Extensions. Main lines shall be installed in roads or streets which the County / State Highway Department, or other public agency has accepted for maintenance as a public right-of-way, or in easements granted to the District. Where required facilities must cross land not being subdivided/ or where such land is under the Applicant's control for the granting of public rights-of-way, each Applicant who desires service will, in consultation with and with the approval of the District, plat and grant to the District appropriate rights-of-way and easements in which will be constructed such facilities.

ARTICLE VIII

RATES AND CHARGES

8.1 General. The information contained in this Article is pertinent to all charges of whatever nature to be levied for the provision of sewer and/or water services. Said rates and charges as herein established are in existence and effect at this time, and shall remain in effect until modified by the Board under the provisions of these Rules and Regulations and under the applicable statutes of the State of Colorado. Nothing contained herein shall limit the Board from modifying rates and charges or from modifying any classification.

8.2 Application of this Article. The rates, charges, and other information shown herein shall apply only to Customers inside

the District, and shall in no way obligate the District, with respect to services provided outside the District boundaries.

8.3 Classification of Customers. For the purpose of levying fair, reasonable, uniform, and equitable charges, the following classifications and appropriate definitions are provided:

8.3.1 Residential Unit shall mean any living unit with kitchen. A kitchen being defined as including, but not limited to, hot and cold water, stove or microwave or hot plate, sink, and refrigerator. Examples: condominiums, townhouses, apartments, duplexes, triplexes, mobile homes, condos, et al.

8.3.2 "Hotel/Lodge/Motel/Accommodation Unit":

Efficiency Room: a single room with a bathroom and with or without a kitchen.

Room: Rooms with or without a bathroom, but without a kitchen.

Accessory Area: Accessory area such as lobbies, mechanical room, convention center, ballroom, auxiliary dining room, guest recreational facilities in a hotel/lodge, and corridors. Excludes restaurants, bars, stores, offices, etc.

8.3.3 Commercial-Heavy Service shall mean convenience stores (i.e., 7-11, Food & Deli, Shortstop); fast food services (i.e., McDonalds restaurants, bars, laundries, Wendy's, Burger King, etc.) athletic facilities (includes area of all indoor facilities, except covered tennis courts, racquetball courts, and exercise rooms).

8.3.4 Commercial-General Services shall mean auto dealers, barber and beauty shops, grocery stores (i.e. King Soopers, Safeway), offices, clinics, public institutions (other than hospitals and schools), stores, game arcades, movie theaters.

8.3.5 "Commercial-Industrial and Accessory Area Service" shall mean warehouses, freestanding public restrooms (for example those located in public parks, golf courses, etc.), covered malls, covered pedestrian areas, covered storage areas, covered tennis courts, racquetball courts, and exercise rooms, lobbies, mechanical room', convention center, ballroom, auxiliary dining room, guest recreational area facilities in a hotel/lodge, corridors. Excludes restaurants, bars, stores, offices, etc.

8.3.6 Other Uses shall mean car washes, factories, manufacturing plants, service stations, hospitals, schools, and other --- uses.

8.4 Tap Fee. A tap fee shall be charged. to all Customers of the District. Such fee is a privilege of service fee, which shall be assessed and paid before the permit for service is issued. Tap fees shall be assessed as provided for in the Schedule of Fees and Charges attached hereto as Appendix A provided however, that:

a. The fees and charges reflected in Appendix A are based upon factors of usage and physical structure and upon the application by the Manager of the District of those factors to the facts and circumstances surrounding the application.

b. If an application in the opinion of the District Engineer does not properly reflect the nature and use of the structure to carry out the purposes of Appendix A, then:

i. The District Engineer shall report said opinion and the facts supporting the same to the Board of Directors;

ii. The Board of Directors shall upon receipt, of the District Engineer's report and upon a determination that said report is supported by sufficient facts to justify a hearing, provide notice to .the Applicant of a hearing to be held at the convenience of the Board to determine the facts and circumstances surrounding the application. The Board shall hold a hearing in accordance with the notice provided and shall hear any person who may wish to come before the Board to provide the Board with information concerning the facts and circumstances surrounding the applications.

iii. After hearing all who come before it at said hearing the Board shall determine whether the application properly reflects the nature and use of the structure and fulfills the purposes of this Article, and, if not / the Board shall assess the tap fee that is appropriate for the Applicant, which tap fee shall be collected in accordance with these Rules and Regulations and the laws of the State of Colorado.

8.5 Transfer of Tap Fees. No tap fee paid on behalf of one property, or any portion thereof, may be transferred to any other property unless:

8.5.1 The owner requesting the transfer is the common owner of the property for which the tap fee has been paid and the property to which the transfer of the tap fee or portion thereof is being requested. .

8.5.2 The owner requesting the transfer has no outstanding unpaid accounts with the District and has previously maintained a good credit record with the District.

8.5.3 The property to which the tap fee initially applied has never been connected to the District's system.

8.5.4 The owner requesting the transfer shall pay to the District the difference between the tap fee which would otherwise be charged on the date the transfer is requested for the property to which transfer is being sought, and the tap fee previously paid, but in no event shall the District make a credit or refund. In the event an owner transfers only a portion of the total sum previously paid as a tap fee, the owner shall retain a credit for any non-transferred portion of the previously paid fee.

Any approval of a request for transfer of a tap or fee shall be in the sole discretion of the District.

8.6 Amended Tap Fees. In those situations where a prospective user applies for a permit for service to a structure or use not defined in the preceding Article, or where, in the Board's opinion, said structure represents a classification not contemplated in the establishment of the previously defined tap fees, the Board shall, in its sole discretion, establish a fair, reasonable, and equitable tap fee for said structure.

8.7 Service Charge. Service Charges shall be as reflected in the Schedule of Fees and Charges attached hereto as Appendix A.

8.8 Availability Charge. A monthly availability charge shall be assessed to each platted lot within the District at such time as service is available within one hundred feet (100') of the property line, but no connection to such line or lines has been made. Such charge shall be discontinued upon connection to the system, at which time service charges will commence.

When multiple lots are purchased and only one dwelling is to be built upon such lots, availability of service charges will continue to be charged on the undeveloped lot or lots, unless otherwise determined by the Board of Directors of the District. (2/14/92)

8.9 Amended Service Charges. In those situations where, in the Board's sole discretion, the service charges shown in the previous Articles do not represent a fair, reasonable, and equitable charge for the intended use, the Board, in its sole discretion, may adjust said rates.

8.10 Payment of Service Charges. It is the policy of the District to bill all monthly service charges in arrears. When a condominium or homeowners association exists for a number of units receiving service from the District, said association shall receive an invoice for all units included in the association. In no instance shall the District bill individual owners within an association. The District shall have the right to issue only one (1) bill for a multi-unit structure or development. Any structure with more than one (1) living unit off the service line which is not separately metered shall establish one (1) responsible party for water and sewer bills.

The Customer shall pay to the District within ten (10) days after the postmarked date shown on the envelope for said statement the full amount of that statement. Where the Customer believes said statement is in error, the Customer must file within ten (10) days after the postmarked date shown on the envelope, in writing, a notice to the District of the presumed error and request a clarification from the Manager. Upon review by the Manager and re-submittal and /or'revision of the statement, payment shall be due no later than ten (10) days from the postmarked date of the resubmitted statement.

8.10.1 Delinquent Amounts. In addition to any other means of collecting delinquent fees, rates, tolls, penalties, charges, or assessments made or levied solely for water, sewer, or water and sewer services, including charges for availability of such service, the District may certify the delinquent amounts to the County treasurer for collection in the same manner as property taxes, in accordance with the provisions of statute, as it may be amended. The District shall charge a fee in the amount of \$50.00 for the administrative costs of this collection method, which fee shall be added to all delinquent amounts, including other penalties and interest charges, before certification. .

8.11 Penalty for Late Payment. At any time the Customer is twenty (20) days tardy in payment of any charges due the District, the District shall have the right to assess an interest charge at a rate of one percent (1%) per month on the unpaid balance. The District shall further have the right, in its sole discretion, to terminate service to any Customer who becomes thirty (30) days or more tardy in payment for amounts due the District, following the opportunity for a hearing as outlined herein.

The District has the right' to assess to any Customer who is tardy in payment of his account all legal, court, disconnection, and other costs necessary to or incidental to the collection of said account.

8.12 Fees for Foreclosure Proceedings. At any time it becomes necessary for the District, following efforts to collect tardy payments of any fee or charge assessed by the District under these Rules and Regulations and /or Colorado law, to initiate foreclosure proceedings as allowed by Section 31-1-1001(1)(j), C.R.S., as amended, the District shall, in each such case, assess a foreclosure fee against the subject property in the minimum amount of \$1,000.00, or such larger amount which the District shall incur as its costs of foreclosure, 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 either resumption of service to that property or issuance of a permit to tap.

ARTICLE IX

EROSION CONTROL

9.1 (a) It shall be the responsibility of every owner/Developer of property within the District to adequately provide for erosion control on their specific lot or tract. Along with the submission of a site plan every owner/Developer must submit an erosion control plan to the Superintendent, or such other representative as may be subsequently named by the District. The Superintendent, in his sOle discretion, shall determine whether the erosion control plan provides adequate protection for District facilities and property against erosion damage, and shall work with' the owner/Developer to achieve an adequate plan. Neither the Superintendent nor the District shall be responsible or liable for the protection of adjacent or neighboring property owners against erosion damage.

(b) The District shall not provide service to any lot or tract that has not submitted an erosion control plan, and received written approval of such plan from the Superintendent or another designated District representative.

(c) Regardless of the submission and approval of an erosion control plan, it shall be the sale responsibility of every owner/Developer of property within the District to provide continual control of any erosion problems which may arise. The Superintendent, or such other representative as may be subsequently named by the District, shall monitor all erosion problems and identify the cause of such problems. In the event such an erosion control problem is determined, to exist, the responsible owner/Developer shall be notified" in writing, of the problem and directed to take whatever action necessary to remedy the problem. If the erosion problem is not completely remedied within seven days from the date of written notice, the District may take any or all of the following remedial measures.

1. The District may contract for the necessary clean-up and maintenance caused by the erosion problem, and charge, the responsible owner/Developer for all costs incurred.
2. In addition to any costs incurred by the District, the owner/Developer may be charged a penalty not to exceed \$500.00.
3. Service to the subject property may be shut-off and the owner/Developer shall. be responsible for any costs associated with reinitiating service.
4. Until paid, all costs and penalties imposed under this Article shall constitute a perpetual lien against the subject property, and may be foreclosed upon pursuant to law.

,',- ... (d) Appendix G contains the District's erosion control policy and representative measures of erosion control. Such Appendix G is not intended to represent any guarantee or warranty as to the effectiveness or adequacy of an erosion control plan for a specific parcel of property. (12/8/94)

ARTICLE X

MISCELLANEOUS

10.1 Signs. (a) No billboard, sign, notice or advertisement, whether of a permanent or temporary nature shall be constructed or posted within any easement, right of way, roadway or other property belonging to the District, except pursuant to a permit issued by the District (Appendix F). The Chairman of the Board is authorized to issue permits for such signs in his or her sole discretion; provided, however, that the Chairman shall not issue permits for any permanent signs without the prior approval of the Board.

Any permit issued by the Chairman or the District shall state the size, location and design for each permitted sign and the duration of its permitted posting. A record of every permit issued shall be kept in the records of the District.

(b) Notwithstanding anything to the contrary contained in subsection (a) above, any Signs, whether of a permanent or temporary nature, belonging to the Declarant, of the Riva Chase subdivision (as defined in the Declaration of Covenants, Conditions and Restrictions therefor, as amended or supplemented) is allowed without a permit.

(c) Signs that are placed upon District property without a permit may be removed by the District or any of its officers, directors, employees or agents without notice to the owner of the sign. Furthermore, the District may take any other actions it deems reasonably necessary to prevent the posting of any signs in contravention of these rules. Should the placement of such signs result in damage to District property, the District may take whatever action is necessary to recover the amount of damages caused by such sign or signs.

10.2 Construction Within Easements.

10.2.1 Prohibition. No structure or facility of any type shall be constructed within, under, or over, or which encroach any easement, right-of-way or dedication granted in favor of the District or public easements, rights-of-way or dedications which benefit the District (collectively referred to in this Article 10.2 as "District Easements"), without the express written consent of the Board.

10.2.2 Variances. Upon written application to the Board, the Board may after consultation with the District Engineer and in the Board's sole discretion, grant written variances to allow construction with, under/ or over, or which encroaches District Easements. All variances must be signed by the property owner to be benefitted and shall specify that the property owner will indemnify and hold the District harmless from any damage to the landowner's structure or facilities, or any landscaping located within District Easements which may occur as a result of the District's exercise of its easement rights, including the excavation of such easement. Such variance shall be recorded with the Clerk and Recorder of Jefferson County and will constitute covenants which run with the land.

10.2.3 Removal of Unauthorized Structures. The District, in its sole discretion, may remove any unauthorized structure or facilities and all landscaping located within, under, or over or which encroach any District Easement, which are inconsistent with the District's use of such easement, at the sole cost of the property owner. Such cost shall include reasonable attorney's fees and damages incurred by the District. The District shall not be responsible for repair or replacement of unauthorized structures or facilities, or any landscaping, if such is required as a result of the District's exercise of its easement.

10.2.4 Private Use of Easements. Except where the language of a District Easement so provides, private use of District Easements incompatible with the District's rights is prohibited.

10.3 Fishing Licenses. Fishing is on a "catch and release" status for all license holders. (9/8/94)

10.4 Noncombustible Roofing Material. The District requirements are the same as those of Jefferson County. (6/9/94)

10.5 Backfilling of Utility Trenches and Repair of Street Cuts. The District requirements are attached hereto as Appendix E. (5/8/90)

ARTICLE XI

HEARING AND APPEAL PROCEDURES

11.1 Application. The hearing and appeal procedures established by this Article shall apply to all complaints concerning the interpretation, application, or enforcement of the Rules and Regulations of the District, as they now exist or may hereafter be amended. The hearing and appeal procedures established by this Article shall not apply to the following complaints:

- a Complaints arising out of the interpretation of the terms of District contracts;
- b Complaints which arise with regard to personnel matters, which complaints shall be governed exclusively by the District's personnel rules, as the same may be amended from time to time
- c Any other complaint which does not concern the interpretation, application or enforcement of the Rules and Regulations of the District.

11.2 Initial Complaint Resolution. Complaints must be presented in writing to the Manager or such representative as may be designated concerning the interpretation; application, or enforcement of Rules and Regulations of the District. Upon receipt of a complaint, the Manager or his representative, after a full and complete review of the allegations contained in the complaint, shall take such action and/or shall make such determination as may be warranted and shall notify the complainant of the action or determination by mail within fifteen (15) days after receipt of the complaint.

11.3 Appeals to the Board. In the event the complainant representative, the complainant may, within fifteen (15) days from the date of its mailing, file with the District a written request for an appeal thereof to the Board of Directors. The request for an appeal shall set forth with specificity the facts or exhibits presented at the formal hearing upon which the complainant relies; and shall contain a brief statement of the complainant's reasons for the appeal. The Manager or his representative shall, in response, compile a written record of the appeal consisting of all exhibits or other physical evidence offered and reviewed at the formal hearing and a copy of the written determination. The Board shall consider the complainant's written request and the written record on appeal at the next regularly scheduled meeting held not earlier than ten (10) days after the filing of the complainant's request for appeal. Such consideration shall be limited exclusively to a review of the record on appeal and the complainant's written request for appeal. No further evidence shall be presented by any party to the appeal and there shall be no right to a hearing de novo before the Board of Directors.

11.4 Board's Findings. The Board of Directors shall make written decision concerning the disposition of the appeal presented to it, and shall cause notice of the decision to be sent, by certified mail, to the complainant within thirty (30) days after the hearing. The Board of Directors will not reverse the decision of the Manager unless it appears that such decision was contrary to the manifest weight of the evidence made available at the formal hearing.