

Phone: _____

Fax: _____

Email: _____

Other:

Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Description of Project:

(Please provide general description of project in **Appendix A.**)

Exterior Materials Description:

(Please provide description of exterior materials and colors in **Appendix B.**)

Plans, Sketches, Drawings, Exhibits, Other:

Please indicate materials in addition to written description which accompany this application in **Appendix C.**)

Signature of Applicant(s):

This Application submitted this _____ day of _____, 20_____.

By: _____
Applicant

By: _____
Applicant

Appendix A

Description of Project

(Please provide general description of project)

Appendix B
Exterior Materials, Colors Description

Exterior Materials Description:

Roof Materials and Color(s):

Appendix C

Plans, Sketches, Drawings, Exhibits, Other:

	Included	Not Included
Site Plan		
Engineered Foundation Design		
Grading Plan		
Drainage Plan		
Architectural Drawings		
Exterior Materials Samples		
Landscape Plan		
Perspective Sketch		
Other*		

* If other, please list:

Applicant:

Lot: _____

Address: _____

Request for Additional Information

To:

Applicant:

Lot, Street Address:

Project:

The Architectural Control Committee, Oak Meadows Ranch, has determined that additional information is necessary to the review of your application. Please provide the following information:

Information Requested:

Reason for the Request:

Date: _____, 20____.

ARCHITECTURAL CONTROL COMMITTEE

BY: _____

***Application for Review
Architectural Control Committee
Oak Meadows Ranch***

MANUAL
INFORMATION APPLICABLE TO
OAK MEADOWS RANCH
FILING NO. 4B, PHASES I, II AND BEAVER COURT

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Filing No. 4B, Phase I

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General Declaration

OAK MEADOWS SERVICE COMPANY

RULES AND REGULATIONS

THE FOLLOWING RULES AND REGULATIONS SHALL GOVERN THE OPERATION AND ADMINISTRATION OF THE WATER AND SEWER SYSTEMS OF THE OAK MEADOWS SERVICE COMPANY (OMSCO) IN ACCORDANCE WITH THE OAK MEADOWS REORGANIZATION AGREEMENT AND OMSCO OPERATING AGREEMENT (SAID AGREEMENTS BEING COLLECTIVELY REFERRED TO AS THE "OMSCO AGREEMENTS") DATED AUGUST 1, 1995, THE PROVISIONS OF WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE.

SECTION 1

DEFINITIONS

1.1 Board of Directors or Directors shall mean the Board of Directors of OMSCO.

1.2 Engineer shall mean an engineer in a contract or employment relationship with OMSCO to perform the functions of OMSCO's engineer as provided in the OMSCO Agreements and these Rules and Regulations and as directed by the OMSCO Board of Directors.

1.3 Lot shall mean a separately conveyable, subdivided lot or unit which is or can be occupied by a single family.

1.4 OMSCO shall mean the Oak Meadows Service Company, a not for profit Colorado corporation organized to perform the functions as provided in the OMSCO Agreements and these Rules and Regulations.

1.5 Owner shall mean the person, persons or entity who owns a lot as reflected in the records of the Clerk and Recorder of Garfield County, Colorado.

1.6 User shall mean the person or persons who occupy a lot and receive water and/or sewer service from OMSCO.

All words, terms and phrases defined in the OMSCO Agreements are incorporated herein by this reference.

SECTION 2

OWNERSHIP OF SYSTEMS

2.1 Existing Systems. The water system and sewer system as defined and described in the OMSCO Agreements shall be the property of OMSCO. Capital improvements to such water and sewer systems in the future, including by way of illustration and not limitation, expanded sewage treatment facilities, additional water storage tanks, and water treatment facilities, shall become the property of OMSCO. Any water service line or sewer service line extending from an OMSCO water main or sewer main to its point of use on a lot shall be the property of the lot owner and all costs related to the installation and maintenance of such service line shall be the obligation of the lot owner. Any provision herein to the contrary notwithstanding, OMSCO reserves and shall at all times have a right of access to all service lines and other facilities necessary for OMSCO to carry out its lawful functions.

SECTION 3

USE OF SYSTEMS

3.1 Unauthorized Acts. No unauthorized person or entity shall uncover, make any connection with or opening into, use, discharge into, alter or otherwise disturb any portion of the OMSCO Water or Sewer Systems without first obtaining OMSCO's prior written permission.

3.2 As Built Drawings/Main Lines. Prior to the connection and extension of service to or through any new water and/or sewer main to be connected to the OMSCO water and sewer systems, as applicable, to serve lots not served by such system as of the date of the OMSCO Agreements, the owner or developer of the lots to be served by such main line shall furnish OMSCO with reproducible as built drawings of such main line and connections, which drawings shall be prepared and submitted in accordance with specifications and procedures approved by OMSCO's engineer. Unless and until such as built drawings are received and approved by OMSCO, no service shall be provided by OMSCO through such main line.

3.3 Authorized Connections. Connections to OMSCO's water or sewer systems shall be made only in accordance with such procedures and specifications and utilizing such materials as approved by OMSCO's Engineer. Every connection to OMSCO's water or sewer systems must be inspected by OMSCO's Engineer or other designated representative prior to such connection being covered and prior to any service being provided through such

connection. OMSCO may uniformly establish and adjust from time to time reasonable fees to defray OMSCO's costs in performing such inspections.

3.4 Maintenance of Service Lines. Leaks or breaks in service lines shall be repaired by the lot owner as soon as possible but in no event more than 72 hours after discovery of such leak or break. OMSCO may, but is not required, to take immediate steps to repair any service line leak or break which OMSCO determines, in its sole discretion, to constitute an emergency and, in such event, OMSCO shall recover the reasonable cost of such repair from the owner of such service line. For purposes of these Rules and Regulations, the term "service line" with respect to water service shall mean the water service line extending from the corporation stop connecting the service line to the main line, to the point of use on the owner's property, including the curb stop installed as required by OMSCO.

3.5 Water Meter. Prior to receipt of water service from OMSCO, a lot owner must install, at the lot owner's sole expense, a volumetric water flow meter and a meter read out visible from the exterior of the lot owner's residence. Such meter and read-out and the installation thereof shall comply with the specifications and procedures as adopted by OMSCO from time to time, and an OMSCO authorized representative shall have such access to the lot owner's residence as reasonably necessary to assure the proper installation and operation of such meter and read out. Each lot owner shall be responsible for the repair and maintenance of such lot owner's meter and read-out. If a defective meter or read-out is not repaired or replaced by the lot owner within ten (10) days following discovery of such defect, OMSCO may, but is not required to repair or replace such meter or read-out and the cost thereof shall be charged to and paid by the lot owner. The lot owner shall be responsible to pay the cost of water as measured by a defective meter or read-out, or OMSCO may, at OMSCO's sole discretion, establish the water service charge based on the water delivery during a preceding period of comparable length and condition.

3.6 Back Flow Protection. All water service installations shall include back flow/cross connection prevention devices in accordance with the specifications and procedures established by OMSCO from time to time.

3.7 Pressure Reducing Valves. Pressure reducing valves shall be installed by all lot owners whose water service installations require such valves under the specifications of OMSCO or other governmental authority or as otherwise required by OMSCO's engineer.

3.8 Water Usage. The area of outside irrigation on any lot served by the OMSCO water system shall not exceed the maximum square footage allowable for lots in such area as set forth on the Water Use Summary attached to and made a part of the OMSCO Operating Agreement.

3.9 Waste Water Discharge Restrictions. No person shall discharge, or cause to be discharged, to any OMSCO sewer main, 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 or personnel of the sewer system, inhibiting the biological activity in the waste water treatment facilities, interfering with the proper operation of such facilities, or causing the District to be in violation of Federal, state or local laws. Prohibited discharges shall include but not be limited to the following wastes:

- (a) Water from storm drains, roof runoff, drainage collection systems, surface runoff, sub-surface drainage, or cooling processes.
- (b) Any water or wastes containing grease, oil, hydrocarbons, fatty acids, soaps, fats, or waxes which exceed 50 mg/l as determined by solvent (Freon) extraction.
- (c) Any waste having a temperature higher than one hundred fifty (150) degrees Fahrenheit (66°C).
- (d) Any waste having a Ph value lower than 5.5 or greater than 9.0.
- (e) Any toxic substance or substance requiring pretreatment, as those terms are defined in 40 Code of Federal Regulations §403, as amended from time to time, unless otherwise covered under this section.
- (f) Any radio-active wastes or isotopes.
- (g) Any solid or viscous substances in quantities or sizes capable of causing obstruction to the flow in the sewer lines or other interference with the proper operation of the waste water facilities, such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, cattle manure, hair and fleshings, entrails, grit, brick cement, onyx, carbide, and shredded or whole paper products other than tissue, toilet paper, and other products intended for toilet disposal.
- (h) Any noxious or malodorous substance capable of creating a public nuisance.
- (i) Any wastes having a color concentration in excess of 30 color units, based on the Platinum Cobalt Scale.

SECTION 4

SERVICE CHARGES

4.1 OMSCO Agreements. The provisions of the OMSCO Agreements regarding the establishment of standard base service rates and standby charges for water and sewer service are incorporated herein by this reference.

4.2 Rate Schedule. The water and sewer service charges as currently assessed by the Oak Meadows Development Corporation upon the adoption of these Rules and Regulations as set forth on exhibit attached hereto shall remain in effect until a modified rate schedule is adopted by the Board of Directors. Thereafter, the standard base water service charge and the standard base sewer service charge shall be as set forth on the Rate Schedule as adopted and amended from time to time by the Board of Directors.

4.3 Payment of Service Charges. Statements for service and standby charges shall be mailed to users at intervals established by OMSCO at least quarterly and not more frequently than monthly. Charges shall be payable by the tenth (10th) day of each month and charges not paid when due shall bear a late charge of one percent (1%) for each month or part thereof during which such charge remains unpaid. In the event any charge remains unpaid for thirty (30) days or more, OMSCO may give the user notice that the water and/or sewer service, as applicable, shall be shut off if the delinquent charges are not paid in full within ten (10) days after the postmark on such notice. If full payment of the delinquent charges is not received by OMSCO within said ten (10) day period, OMSCO may shut off the customer's water or sewer service, or either of such services. In addition to or in lieu of discontinuance of service, the District may enforce delinquent obligations by any and all other lawful remedies, including suits for collection and/or foreclosure of OMSCO's lien on the lot to which the delinquent charges are applicable. In any event, OMSCO shall be entitled to recover all fees and costs incurred in the collection of delinquent charges including, but not limited to, reasonable attorneys' fees, recording fees, filing fees and court costs. OMSCO shall have a lien for delinquent charges against any lot to which such charges apply, which lien may be foreclosed in the manner provided for the foreclosure of a mortgage under the laws of the State of Colorado.

4.4 Miscellaneous Costs and Expenses. All costs and expenses incident to the installation and connection of water and/or sewer service to a lot shall be borne by the lot owner. The lot owner shall indemnify OMSCO for any loss or damage that may directly or indirectly be occasioned by the installation of such water and/or sewer service, except as caused by the acts or omissions of OMSCO or its agents.

SECTION 5

MISCELLANEOUS

5.1 Seller and Buyer Responsibilities. OMSCO assumes no responsibility for agreements between sellers and buyers of lots. It shall be the sole responsibility of the buyer of a lot to ascertain whether appropriate fees and charges for services received from OMSCO have been paid by the seller. Upon OMSCO's receipt of written request accompanied by payment of OMSCO's standard fee for such service, OMSCO shall provide a statement setting forth any charges due to OMSCO with respect to a lot identified in such request as of the date of OMSCO's receipt of such request.

5.2 Superseding Effect. These Rules and Regulations shall supersede in their entirety the Rules and Regulations originally adopted by Redstone Corporation on October 25, 1977 to govern the operation, maintenance and control of the Oak Meadows Water and Sewer System.

Adopted the 1st day of August, 1995 by
the Board of Directors of Oak Meadows Service Company.

OAK MEADOWS SERVICE COMPANY

By: Ralph DeLore
Secretary

Oak Meadows Service Company

P.O. BOX 1298, Glenwood Springs, CO 81602

PH/FAX (970) 963-2725
PAGER (970) 928-4050

RECORD OF WATER AND SEWER TAP INSPECTION FOR ACCT. NO: _____

Date of Inspection: _____

Location: _____ Block/Lot #: _____
Address: _____

OWNER

Name: _____
Address: _____
Phone: _____

CONTRACTOR

Name: _____
Address: _____
Phone: _____

Pressure Zone? _____
Service Size : _____

Sewage Lift Station: _____
Service Size : _____

WATER INSPECTION

Corp. Value _____
Service Line: _____
Curb Valve _____
Bedding _____
Test _____

SEWER INSPECTION

Main Line Connection _____
Service Line: _____
Clean Out _____
Bedding _____
Slope _____

NOTES: _____

DRAWING

Tie service connection to 3 permanent locations such as power pole, fire hydrant, building corner, etc.

Inspected By _____

Date _____