

RIDGEWATER #1 IMPROVEMENT DISTRICT

RULES AND REGULATIONS

The following rules and regulations are made and approved by the Ridgewater No. 1 Improvement District as lawful owner of the water system servicing lands in the Ridgewater #1 & #3 Subdivisions of Converse County, Wyoming; including:

- Ridgewater #1; Block 1, Lots 1,2,3,4,5
- Block 2, Lots 1,2,3,4
- Block 3, Lots 1,2,3,4,5,6,7,8,9
- Block 4, Lots 1,2,3,4,5,6,7,8
- Block 5, Lots 1,2,3,4,5,6
- Block 6, Lots 1,2,3,4
- Block 7, Lots 1,2,3
- Block 8, Lots 1,2,3,4,5,6,7,8
- Block 9, Lots 1,2,3,4,5,6
- Block 10, Lots 1,2,3,4,5,6
- Block 11, Lots 1,2,3,4,5,6,7,8,9,10,11,12,13,14
- Ridgewater #3; Lots 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36,37,38,39,40,41

Ridgewater No. 1 Improvement District herein referred to as the "Water Company" or "Company shall hereafter operate and control the water system pursuant to these rules and regulations as may, from time to time, be amended, and shall have the power and authority to alter or change same pursuant to the provisions of the Wyoming Administrative Procedure Act and its own charter and bylaws.

The RULES AND REGULATIONS shall be as follow:

1. APPLICATION FOR CONNECTIONS. Connection to the mains of water company will be made on the written application of the owner of the premises to be supplied with water, or his duly authorized agent, on blanks provided by company, after applicant agrees to comply with the rates, rules, and regulations of company, and after the approval of the application by company indorsed thereon. The size of service lines, valves, meters and other fittings, fixtures, or appliances necessary to render the service for which application is made shall be determined by company.

2. APPLICATION FOR SERVICE. On application of the owner or any authorized agent or any tenant of the owner, water will be furnished through existing connections, or, on application of the owner, through new connections, after owner agrees to comply with the rates, rules and regulations of company, and after the approval of the application by company indorsed thereon. The application shall state the name of the owner of the premises, the character and extent of the service desired, a description of the premises, including the name of the street and house number, if any, the number and kind of fixtures through which water will be supplied, and such other information as company may reasonably require.

3. CHANGE IN OWNERSHIP, TENANCY OR SERVICE. A new application must be made and approved by the company on any change in ownership of property, or if tenancy, or in the service, as described in the original application, and company may discontinue the water supply until such new application is made and approved.

4. PAYMENTS. At the time of making application for connection or service, the applicant must make payment to company of the fees, deposits, or rates, as the case may be, fixed by the water company for their service requested.

5. CONNECTIONS. Company will furnish and maintain at its own cost all necessary fittings, pipes, and appliances, including all meters and meter boxes, necessary for delivery of water to the consumers' pipeline at a point just inside the curb line on the street, and just outside the property line in alleys, or other public places. All such fittings, pipes, appliances, meters, and meter boxes shall remain the property of company and shall at all times be accessible to company, and under its control.

The service line from the curb box or meter to the consumers' premises shall be laid and maintained by consumer at his own cost. The line shall be a minimum of 3/4" rigid copper, buried a minimum of 5 feet from ground level, of standard weight and quality, and all cutoffs, valves, fixtures, and appliances furnished by consumer shall be maintained in good order and condition.

6. LEAKS. Any leak in any pipe or fixture on the premises of consumer shall be repaired. Service may be discontinued until such repair is made.

7. INSPECTION. All pipes, meters, and fixtures shall, at all reasonable hours, be subject to inspection by company or its duly authorized agents.

8. DAMAGES. Company shall in no event be responsible for maintaining any service line owned by the consumer, nor for damages done by water escaping therefrom, nor for defects in lines or fixtures on the property of consumer. The consumer shall at all times comply with all regulations of the Ridgewater Homeowners' Association, Inc., and of company, relating to the service lines, and shall make all changes in his lines required on account of changes in grade or otherwise.

All damage to service pipes or street mains caused by careless or negligent work or improper filling of excavations shall be chargeable to the persons causing such damage, and damage fees and expenses of repairing the service pipes or street mains shall be recovered from such person.

9. CONSUMERS. A consumer is defined to be a person, firm, or corporation taking water through a single service pipe for a single building. However:

(a) The owner of a single building used as a dwelling or apartment house, and occupied by one or more families, may connect such building or apartment house, if not already connected, with the mains of company and be served by a single service line for which one minimum charge shall be paid, in which case the application for service shall be made by the owner or his duly authorized agent and the bills for water shall be paid by the owner;

(b) Where two or more families in a single building, are supplied with water to a single service line, and the owner of the building or his duly authorized agent fails or refuses to sign an application for service, or fails to pay the bills for water when due, or fails to abide by all the rules and regulations of company, service may be discontinued; but no such action involving the shutting off of the water supply of an innocent consumer shall be taken without first affording the tenant of the premises opportunity to make a new application for supply of water through a separate service line or meter;

(c) Where two or more buildings or two or more families or establishments in a single building are supplied by a single service line, with the approval of company, and where the owners are occupants of such buildings or such families or establishments desire to contract separately for water furnished, the owner shall first arrange the several house connections, or the plumbing, in such a way that a separate meter and stop and waste clock, with seal approved by company, and be placed on the supply line of each of such consumers. The company shall thereupon install separate connections for each consumer making application thereof, and in such cases, a separate minimum charge shall be assessed against each consumer.

10. TRANSIENT CONSUMERS. In the case of transient consumers, or consumers taking water for less than six months, company may make a minimum charge of not less than the cost of making connection with its mains and installing, and removing meter, and charge for water consumed at regular meter rates. Company may require a deposit to be made, in advance, by such temporary or transient consumer to cover the cost of making the connection.

11. STOP AND WASTE VALVE. A stop and waste cock or cut off valve may if required by the company be placed in the pipeline on the premises of the consumer, to be used in case of break or other necessity, whereby pipes to be repaired can be cut off without the necessity of using the street corporation cut off.

12. METERS. All meters when installed shall be furnished by company and shall remain the property of company and be accessible to and subject to control. Meters shall be conveniently located at a point approved by company, so as to control the entire supply, and when located on premises of consumer a proper place and protection therefor shall be provided by consumer.

(a) Where water is furnished at a flat rate, company may install, maintain, and inspect a meter to determine the quantity supplied, and consumer shall provide a suitable location therefor. Company may continue the use of the meter, and furnish water by meter rate only, and consumer shall thereafter pay the meter rate schedule. Company also reserves the right to change from flat rate service to meter service at any time.

(b) Meters will be maintained by company, so far as ordinary wear and tear are concerned. However, when meter located inside a building or cellar is damaged by freezing or hot water or any other external cause, consumer shall pay the cost for such damage. Consumer shall notify company of any damage to or the malfunction of a meter as soon as the damage or malfunction comes to consumer's knowledge.

(c) When water is furnished by meter, the quantity recorded by the meter shall be conclusive on both the consumer and company, except when the meter has been found to be registering inaccurately or has ceased to register. In the latter case, the quantity may be determined by the average registration of the meter when in order.

(d) In case of a disputed account involving the accuracy of a meter, such meter shall be tested on request of consumer in conformity with the provisions of the rules and regulations pertaining to the water service utilities of the Public Utilities Commission of the State of Wyoming. If the meter so tested is found to have an error in registration of ten percent (10%) or more, the bills will be increased or decreased accordingly.

13. DISCONTINUANCE OF SERVICE. Service under any application including public fire protection, and by any other use, may be discontinued for any of the following reasons:

- (a) For misrepresentation, in application, as to property or fixtures to be supplied, or the use to be made of the water supply.
- (b) For the use of water on any property or for a purpose other than that described in the application. Use of running water to prevent freezing, or to cool containers or the contents thereof, is not legitimate use and is particularly prohibited.
- (c) Under flat rate service, for adding to the property or fixtures or for changing the use to be made of the water supply, without notice to and the consent of company.
- (d) For willful waste of water through improper or imperfect pipes, fixtures, meters, or otherwise.
- (e) For failure to keep in good order and to protect the company's connections, service lines, or fixtures.
- (f) For neglecting to make or renew advance payments, or for nonpayment for any account for water supplied or water service or fire protection, or of any scheduled fee or charge as required by the rules and regulations.
- (g) For molesting any service pipe, meter, curb stop cock, or any other appliance of company controlling or regulating the water supply.
- (h) In case of vacancy of premises.
- (i) For violation of any rules of company.

Water will be turned off of any premises, on the written order of consumer, without in any way affecting the existing application.

All residences within the Improvement District shall be responsible for the basic monthly charge for water service. If a customer installs a well and intends to disconnect service the customer is still responsible for the basic monthly fee. A customer outside of the District, who previously purchased water from the District, may disconnect but an initial tap fee will be applied if reconnection is requested.

14. MANNER OF CUTTING OFF WATER SUPPLY. No water fixture or appliance in connection therewith will be considered cut off until it is discontinued so that it cannot be sued again, or is sealed in a manner satisfactory to company.

15. PERSONS AUTHORIZED TO TURN OFF WATER. No plumber, owner, or other unauthorized person shall turn the water on or off at any corporation stop or curb stop, or disconnected or remove the meter without the consent of company.

16. DISCONTINUANCE OF WATER SERVICE IN EVENT OF EMERGENCY. As necessity may arise in case of break, emergency, or for any other unavoidable cause, company may temporarily cut off the water supply in order to make necessary repairs, connections, or the like. However, company will use reasonable and practicable measures to notify consumer of such discontinuance of service. In such case, company shall not be liable for any damage or inconvenience suffered by consumer, or for any claim against it at any time for interruption in service, lessening of supply, inadequate pressure, a poor quality of water, or for causes reasonably beyond company's control.

17. RESERVE FOR EMERGENCY. Company may reserve a sufficient supply of water at all times in its reservoirs to provide for fires and other emergencies, or may restrict or regulate the quantity of water used by consumers in case of scarcity, or whenever the public welfare may require it. No street or lawn sprinkling shall be done at times of water shortage, no street or lawn sprinkling shall be done by flat rate users except by hose held in hand, or at any other time than from 5:00 a.m. to 10:00 a.m. and from 7:00 p.m. to 11:00 p.m., and sprinkling shall be discontinued during the period whenever required by the company for good cause.

18. RENEWAL OF SERVICE. When service has been discontinued, the company will renew services on proper application, when conditions under which the service was discontinued are corrected, and on the payment of all charges provided in the schedule of rates or tariffs of company. A consumer whose service has been disconnected at one residence or place of business may not have service renewed at another residence or place of business until all demands of company for water furnished have been paid, and company's rules and regulations complied with.

(a) Where application is made by a person who is not the owner of the premises to be supplied, company may require a deposit to be made, the amount of which is based on the character of the service desired, but the same shall not exceed three month's water rent.

(b) Where water has been turned off for nonpayment of a bill, or for any other valid reason, it shall not be turned on again until consumer has paid the turn on charge as fixed in the schedule of rates. The same charge shall be made for turning off water at the request of consumer due to repairs on consumer's premises or to report a vacation or disuse.

(c) All consumers requiring a delinquency deposit due to none payment of an account shall relinquish all rights to said deposit at such time consumer does not stay current with account billing within the first twelve (12) months after the deposit is made.

19. TERMS OF PAYMENT. All charges for meter rates and flat rates for services rendered during the preceding month shall be due and payable on or before the 20th day of each month. The company may convert to quarterly billings without amendment to these rules and regulations. If payment is not made by the twentieth of the month, the account shall be deemed delinquent. If payment is not received within sixty (60) days after initial billing, a card shall be sent to the owner at the address used for the water billing. The card shall state;

(a) That the account is delinquent;

(b) That if the account is not paid in full on or before ninety (90) days after the initial billing (giving the date of the ninetieth day), the account shall be deemed in default and services discontinued; and

(c) That the bill may be contested or challenged by contacting the company (giving the address and telephone number) prior to the eightieth day after initial billing (giving the date of the eightieth day).

If payment of the account in full is not received or if the account is not settled within ninety (90) days after initial billing, the account shall be deemed in default and services discontinued.

20. ABATEMETN AND REFUNDS. Abatement of refund will be made of a portion of flat rate charges in the proportion that the period of vacancy of the premises bears to the entire period for which payment is due or has benn made, provided that no abatement or refund shall be made for fractions of a month.

No abatment on meter bills will be made for leaks or for water wasted by damaged fixtures.

21. AGREEMTNS OR REPRESENTATIONS BY AGENTS OF COMPANY. No agent or employee of company shall have authority to bind company by any promise, agreement or representation in violation of these rules and regulations.

22. USE OF WATER FROM FIRE HYDRANT WHEN INSTALLED. No person except an employee of company duly authorized shall take water from any fire hydrant for any purpose except for fire purpose or for use of the fire department in care of fire, and water shall not be taken from a fire hydrant for sprinkling streets, flushing gutters or sewers, or for any other purpose except the extinguishment of fires, unless specially permitted in writing by company for the particular time and occasion.

23. FURNISHING OF WATER BY CONSUMER TO OTHERS. No consumer will be allowed to furnish water to another person, except in cases of emergency, and then only for a limited time, or until such emergency has passed.

24. EXCEPTIONS. There being in place certain facilities and practices, most adopted of necessity or as a result of prior ownership or public authority, nothing contained herein shall require the water company to change any prior practices or to replace any prior facilities until, in the normal and usual course of events, such changes are made by the company. Following any such changes, the water company shall thereafter comply with these rules and regulations with regard to said facilities and practices.

Approved by Board:

Rayce Williams
Board Member

James R. Loh
Treasurer

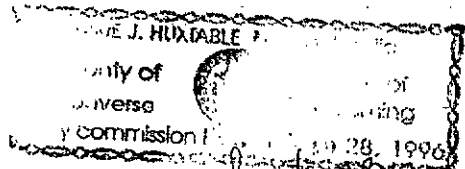
Stephen Jordan
Chairman

8-16-94
Date

STATE OF WYOMING)
)ss
COUNTY OF CONVERSE)

The above and foregoing was acknowledged before me this 16 day
of August, 1994, by Stephen Jordan, the Chairman of
Ridgewater #1 Improvement District, and by Royce Williams and by
James R. Loh, Directors of Ridgewater #1 Improvement District.

(Seal)



My Commission Expires Sept 28, 1996

W. J. Huxtable
Notary Public

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