

Section 10

Section 10: Impact to Corrosivity (DCPWS Section 1.2.10)

Project Title: Sanctuary of Peace POA Water System

Project Category (Category 1 - 4: see Appendix A, Table A.2 for Category descriptions. (Add justification for category changes here))

The Sanctuary of Peace POA Water System is Category 2 - Possible impact to Corrosivity

Impacts to Corrosivity (Category 2 and 3. Category 4 submit Appendix K) -

Category 2: Confirm materials evaluation and proper sampling pool (Regulation 11.26(2))

The system will be comprised of largely non-corrosive materials. The distribution system will consist of HDPE mains and services. Underground piping from the pump to the treatment building and from the treatment building to the storage tanks are to be HDPE material. The sampling and treatment system, consisting of ductile iron pipe, will be in an insulated and climate-controlled building. The storage tanks will be HDPE material. Any fittings are same-type metals. All residential units to be served by the community water system will be new single-family attached housing units which are yet to be constructed. All materials will be lead-free and will not contain galvanized steel, asbestos cement or coal tar. The Prevalent Soil Type at the site is Kettle gravelly loamy sand which is classified as having moderate risk of corrosion to uncoated steel and low risk of corrosion to concrete.

There are no anticipated Tier 1, Tier 2, or Tier 3 sampling sites in the proposed system. The sampling pool will consist of a minimum of 5 residential units in accordance with Table 11.26-II Lead and Copper Sampling Pool.

Lead and Copper Sample Sites

Completed by: **Dave Stanford**

Signature: 

Note: If you choose to update and maintain sites online at wqcdcompliance.com/login then please select the option to use the alternate section where sites are not required to be completed. For information on how to select sites please visit colorado.gov/cdphe/lcr.

Lead and Copper Definitions		
Structure SFR: Single Family Residence MFR: Multi-Family Residence B: Building SFB: Single Family Residence Used as Business	Status A = Active - Sampling N = Active - Not Sampling	Tier Level 1 = Tier 1 2 = Tier 2 3 = Tier 3 R = Represents System
Lead Service Line (LSL) NA = No LSL FLSL = Utility Owned LSL PLSL = Partially Owned LSL OLSL = Customer Owned LSL U = Unknown at This Time	Interior Plumbing CPLS = Copper Pipes with Lead Solder CP = Copper Pipes without Lead Solder NonCP = Non-Copper Pipes LP = Lead Pipes U = Unknown at This Time	Material Verification R = Records Review Verification P = Physically Verified I = Interview Verification U = Unverified

Lead and Copper Site Information					
SDWIS Sample Point ID (Assigned by Dept)	System Sample Point ID or Name	Address, City, Zip Code	Status	Tier Level	Material Verification Method
	LCR001 LOT 2	Promise Point Colorado Springs, CO 80921	A	R	Plans and Specs
	Structure Type	Date Built	Lead Service Line Type		Interior Plumbing Type
	SFR	Proposed 2021	NA		NonCP

Lead and Copper Site Information					
SDWIS Sample Point ID (Assigned by Dept)	System Sample Point ID or Name	Address, City, Zip Code	Status	Tier Level	Material Verification Method
	LCR002 LOT 5	Promise Point Colorado Springs, CO 80921	A	R	Plans and Specs
	Structure Type	Date Built	Lead Service Line Type		Interior Plumbing Type
	SFR	Proposed 2021	NA		NonCP
Lead and Copper Site Information					
SDWIS Sample Point ID (Assigned by Dept)	System Sample Point ID or Name	Address, City, Zip Code	Status	Tier Level	Material Verification Method
	LCR003 LOT 10	Promise Point Colorado Springs, CO 80921	A	R	Plans and Specs
	Structure Type	Date Built	Lead Service Line Type		Interior Plumbing Type
	SFR	Proposed 2021	NA		NonCP
Lead and Copper Site Information					
SDWIS Sample Point ID (Assigned by Dept)	System Sample Point ID or Name	Address, City, Zip Code	Status	Tier Level	Material Verification Method
	LCR004 LOT 15	Promise Point Colorado Springs, CO 80921	A	R	Plans and Specs
	Structure Type	Date Built	Lead Service Line Type		Interior Plumbing Type
	SFR	Proposed 2021	NA		NonCP

Lead and Copper Site Information

SDWIS Sample Point ID (Assigned by Dept)	System Sample Point ID or Name	Address, City, Zip Code	Status	Tier Level	Material Verification Method
	LCR005 LOT 20	Promise Point Colorado Springs, CO 80921	A	R	Plans and Specs
	Structure Type	Date Built	Lead Service Line Type		Interior Plumbing Type
	SFR	Proposed 2021	NA		NonCP

Section 11

Section 11: Supplemental/Other Information (DCPWS Section 1.2.11)

Project Title: Sanctuary of Peace POA Water System

Supplemental Information

See insert beginning next page

Additional Deviation Request Information

No deviations are requested for the system

APPLICATIONS: HbMAG Meter is an electromagnetic flow meter designed for use in the measurement of potable water in applications where a high degree of accuracy is required over a wide range of flow rates and conditions. Hotels, schools, factories, office buildings, apartment buildings, commercial properties and irrigation are all examples of installations where domestic and process water services may have widely varying flow rates and usage profiles. The Hersey HbMAG meter has advanced EMF measurement technology to provide a high degree of maintenance free accuracy over extended periods of deployment. Maximum continuous flow rates may be exceeded by as much as 50% for intermittent periods with virtually no pressure loss; permitting full pipe capacity measurement without damage to the meter.

CONFORMANCE TO STANDARDS: Hersey HbMAG meters have some of the widest flow ranges of any meter on the market. All Hersey HbMAG solid-state meters provide comparable performance, accuracy and pressure loss standards referenced in the latest editions of AWWA Standards C-701 for horizontal turbine meters and C-702 for compound meters. All 3" through 12" HbMAG meters are also available in an FM Approved variant for fire meter use.

CONSTRUCTION: The Hersey HbMAG consists of the epoxy coated outer main case; SST flow tube; EPDM liner; Hastelloy electrodes; and solid-state register. Main cases are made of epoxy coated steel with an EPDM liner. Electrodes are made from Hastelloy C 276. It is low maintenance, delivering long-term performance with minimal cost of ownership.

REGISTER: Permanently sealed LCD register with heat-treated glass lens to eliminate dirt, moisture infiltration and fogging. Displays volume of water measured, flow rate, reverse flow and low battery alarm. Additional communication outputs are available. All Hersey Models have electronic meter reading systems available for increased reading efficiency. (see Meter Reading Systems.)

OPERATION: The Hersey HbMAG is a microprocessor-based water meter with graphical display for optimum customer operation and information. The transmitter drives the magnetic field in the sensor, evaluates the flow signal from the sensor and calculates the volume of liquid passing through the meter. It delivers required information via the integrated solid-state register or communication interfaces as part of a system solution. The intelligent functionality, information and diagnostics ensure optimum meter performance and information to optimize water supply and billing. Water flows straight through an unobstructed body permitting high flow volumes with a virtually no head loss.

MAINTENANCE: The Hersey HbMAG is designed and manufactured to provide long service life with virtually no maintenance required.

CONNECTIONS: ANSI 150 standard end flanges

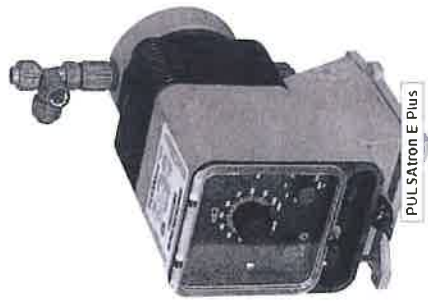


3" Hersey HbMAG with Integral Register

HbMAG

Material and Specifications

MODEL	HbMAG
SIZES	3", 4", 6", 8" 10", 12
	Larger sizes are available. Call Mueller Systems customer care for options.
STANDARDS	IP68/NEMA 6P, NSF-61, Optional FM approval for fire meter use
SERVICE	Measurement of flow in BOTH forward and reverse directions
INSTALLATION	Horizontal or vertical with 5x pipe diameter of straight pipe (same size as meter)
OPERATING FLOW RANGE	See Charts on the following pages
ACCURACY	See Charts on the following pages
MAXIMUM WORKING PRESSURE	175 PSI
TEMPERATURE RANGE	33° F to 140° F water temperature
MEASURING ELEMENT	Time-varying magnetic field
SOLID STATE REGISTER	Permanently sealed IrDA: Standard integrated infrared communication interface with Encoder interface, AMR/AMI RF Modules
BATTERY LIFE	6 Years: Internal Battery Pack 10 Years: External Battery Pack
METER CONNECTIONS	ANSI class 150 standard end flanges
MATERIALS	Maincase – epoxy-coated steel Electrodes – Hastelloy C276 Liner - EPDM
OPTIONS	AMR/AMI Reading Systems



PULSATRON E Plus



Flow:

3 - 600 gpd (0.50 - 94.6 lph) 0.13 - 25 gph



Pressure:

20 - 360 psi (1.3 - 21 bar)

Overview

Specifications

Features

Downloads

Videos

General Specifications

Pump Head Materials	GFPPL, PVC, PVDF, 316 SS
Fitting Material Available	GFPPL, PVC, PVDF
Bleed Valve	Same as fitting and check valve selected (except 316SS)
Turndown Ratio	10:1
Seat O-Rings Available	PTFE, CSFE, Viton
Balls Available	Ceramic, PTFE, 316 SS, Alloy C
Diaphragms	PTFE-based CSFE-based
Tubing Available	Clear PVC, White PE, PVDF
Power Input	115 VAC - 50/60 Hz - 1 Ph, 230 VAC - 50/60 Hz - 1 Ph
Peak Input Power	200 Watts, Average Input Power At Max GPM: 150 Watts
Average Current Draw	115 VAC: Amps - 1.0, 230 VAC: Amps - 0.5
Product Options	<ul style="list-style-type: none"> Optional Control: 4-20mA/DC direct or external pacing with stop function
Accessories	<ul style="list-style-type: none"> Dampers Gaskets Pressure Relief Valves Pressure Relief Systems Process Controllers Trunks

PULSAFEEDER®

When you need a part, you've got it! A KOPkit can help you cut downtime and put you back in business fast. Use KOPkits for preventative maintenance also, to ensure continuous high performance from your Pulsafeeder metering pump.

Save money too, by buying parts in KOPkits instead of ordering individual parts.

KOPkits are available for the CHEM-TECH Series Prime Performance, Series 100, Series 200 and Series XP & XPV; Mec-O-Matic Stingray Series and Dolphin Series; and all PULSAtron metering pumps.

FOR DIAPHRAGM PUMPS:

A typical KOPkit includes Pump Head assembly with Valve, Diaphragm, Head Screws, Washers and an exploded view assembly drawing.

FOR PERISTALTIC PUMPS:

A typical KOPkit includes Pump Head assembly with Tube, Retaining Clamps, Hose Clamps and an exploded view assembly drawing.

How To Order:

PULSAtron (all models) - The KOPkit number will start with the letter "K", followed by the head size (4th digit of the pump model number) and the liquid end code (the 7th, 8th, 9th and 10th digits of the pump model number). The KOPkit for pump model number LB04SA-PTC1-XXX would be K4PTC1.

CHEM-TECH Series Prime Performance, 100 & 200 - The KOPkit number will start with "KX100-" followed by the liquid end code (the 7th, 8th, 9th and 10th digits of the pump model number). The KOPkit for pump model number X240-XD-BAAAXXX would be KX100-BAAA.

CHEM-TECH Series XP and XPV - The KOPkit number will start with "NCK". Please see selection guide on back side.

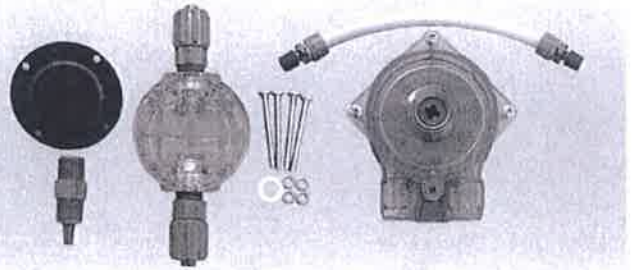
Mec-O-Matic Stingray Series - The KOPkit number for the Stingray Series is KUSR_ _BACK with the 3rd digit of the pump model number placed in the blank spot. The KOPkit for pump model number US210XA-BCAKXXX is KUSR2-BCAK.

Mec-O-Matic Dolphin Series - The KOPkit number for the Stingray Series is KUDXX-L_ AU with the 8th digit of the pump model number placed in the blank spot. The KOPkit for pump model number UD50-XA-LSAUXXX is KUDXX-LSAU.

Operating Benefits

- Reduce downtime.
- Save money by ordering a KOPkit instead of individual parts.
- Needed wetend parts for maintenance in one part number.

CHEM-TECH Series



PULSAtron Series



MEC-O-MATIC Series



Aftermarket

- Water Meters
- Gauges
- Dampeners
- Pressure Relief Valves
- Tanks
- Pre-Engineered Systems

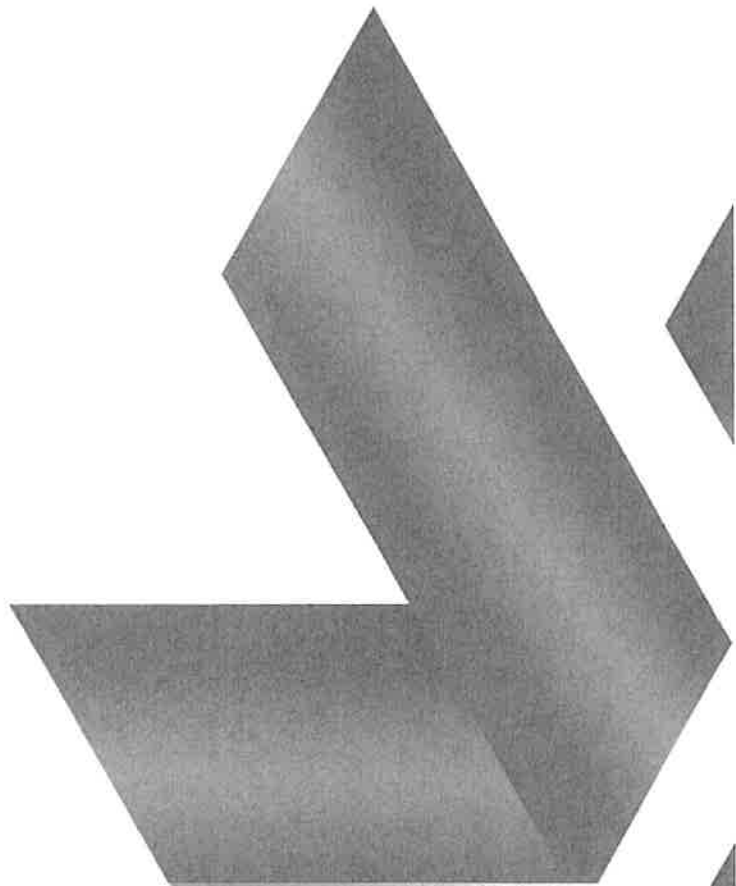


KOPkit
Keep On Pumping Kit

KOPkit

XP and XPV Model Selection

Part Number	Description
KOPkits - Low Pressure	
NCKA2LPA P1	KOPkit XP - 004 / 007 / 008
NCKA3LPA P1	KOPkit XP - 009 / 015 / 017
NCKA4LPA P1	KOPkit XP - 023 / 033 / 014
NCKA6LPA P1	KOPkit XP - 030 / 050 / 055
NCKA8LPA P1	KOPkit XP - 048 / 080 / 100
KOPkits - High Pressure	
NCKA2HPA P1	KOPkit XP - 004 / 007 / 008
NCKA3HPA P1	KOPkit XP - 009 / 015 / 017
NCKA4HPA P1	KOPkit XP - 023 / 033 / 014
NCKA6HPA P1	KOPkit XP - 030 / 055
NCKA24PA P1	KOPkit XP - 004 / 008 - 3/8"
NCKA44PA P2	KOPkit XP - 033 / 014 - 3/8"
KOPkits - Duplex Low Pressure	
NCKD2LPA P1	KOPkit XP - 004 / 008
NCKD3LPA P1	KOPkit XP - 009 / 017
NCKD4LPA P1	KOPkit XP - 033 / 014
NCKD6LPA P1	KOPkit XP - 030 / 055
NCKD8LPA P1	KOPkit XP - 048 / 100



Integrated Tank Systems



Integrated Tank Systems

Pulsafeeder's ITS System is a completely integrated tank system constructed of high density UV resistant polyethylene (PE) with a 15 gallon capacity. This tank system is translucent with 5 gallon increments and the tank's low level indicator allows visual monitoring of chemicals without opening the tank. The tight fitting child proof lid keeps the chemical free of contaminants and protects the surrounding area from chemical fumes.

The ITS System also allows for easy access to the liquid end and control panel of the mounted pump.

A system consists of a chemical tank with lid and bulkhead fittings: a liquid level indicator float assembly and feeder mounting hardware.

Custom Engineered Designs – Pre-Engineered Systems



Pre-Engineered Systems

Pulsafeeder's Pre-Engineered Systems are designed to provide complete chemical feed solutions for all electronic metering applications. From stand alone simplex pH control applications to full-featured, redundant sodium hypochlorite disinfection metering, these rugged fabricated assemblies offer turn-key simplicity and industrial-grade durability. The UV-stabilized, high-grade HDPE frame offers maximum chemical compatibility and structural rigidity. Each system is factory assembled and hydrostatically tested prior to shipment.



27101 Airport Road
Punta Gorda, FL 33982
Phone: ++1(941) 575-3800
Fax: ++1(941) 575-4085

www.pulsatron.com



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KK001 I14



Hersey Meters 2 in. Bronze Flanged Turbo Meter Part #HQ0PS205 Manufacturer Part #HQ0PS205

Hersey Meters



FITTING SIZES:
2 in

To see pricing and availability for this product, Create an Account.
Already a customer? Login

Product Details

Specifications

End Connection 1: Flanged

Fitting Size 1: 2 in

Fitting Size 2: 2 in

Material: Bronze

Type: Turbine



PerformancePipe.com

DRISCOPLEX® 4000 (DIPS) / 4100 (IPS)

HDPE PIPE DATA SHEET

DriscoPlex® 4000/4100 Pipe meets or exceeds:

ASTM F714 (4" and larger) AWWA C906 NSF/ANSI 61
 ASTM D3035 (up to 3") AWWA C901 NSF/ANSI 61
 ASTM D3350, cell classification PE445574C
 PPI TR-4 designation PE4710
 NSF/ANSI 14 – Available upon request

DriscoPlex® 4000/4100 Pipe for:

Potable Water, Raw Water, Sanitary Sewer,
 Reclaimed Water, Storm Drain, Treated Sewage, etc.
 Iron Pipe Size OD (IPS) ¾" to 54",
 Ductile Iron Pipe Size OD (DIPS) 4" to 42"
 40' and 50' Joints / Solid Black / Color Striping Available
 500' coils available in sizes through 6"

NOMINAL PIPE PROPERTIES ⁽¹⁾	UNIT	TEST METHOD	VALUE PE4710
Density	gms / cm ³	ASTM D1505	0.960 (black)
Melt Index (MI) Condition 190°C / 2.16kg	gms / 10 minutes	ASTM D1238	0.08
Hydrostatic Design Basis 73° F (23° C)	psi	ASTM D2837	1600
Hydrostatic Design Basis 140° F (60° C)	psi	ASTM D2837	1000
Color: UV Stabilizer [C]	---	ASTM D3350	Min 2% Carbon Black
NOMINAL MATERIAL PROPERTIES ⁽¹⁾⁽²⁾	UNIT	TEST METHOD	VALUE PE4710
Flexural Modulus 2% Secant – 16:1 span: depth. 0.5 in / min.	psi	ASTM D790	>120,000
Tensile Strength at Yield	psi	ASTM D638 Type IV	>3500
Elongation at Break 2 in / min., Type IV Bar	%	ASTM D638	>800
Elastic Modulus	psi	ASTM D638	>175,000
Hardness	Shore D	ASTM D2240	62
PENT	hrs	ASTM F1473	>500
Vicat Softening Temperature	°F	ASTM D1525	256
Brittleness Temperature	°F	ASTM D746	< -103
Thermal Expansion	in / in / °F	ASTM D696	1.0 x 10 ⁻⁴

1. This is not a product specification and does not guarantee or establish specific minimum or maximum values or manufacturing tolerance for material or piping products to be supplied.
2. Values obtained from tests of specimens taken from piping product may vary from these typical values.

When Performance Matters Rely on
Performance Pipe

Bulletin: PP101 / January 2011

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Performance Pipe, a division of Chevron Phillips Chemical Company LP | 5085 W. Park Blvd | Suite 500 | Plano, TX 75093 | Phone: 800-527-0662 | Fax: 972-599-7348

This data sheet provides typical properties for Performance Pipe piping products. Before using this product, the user is advised and cautioned to make their own determination and assessment of the safety and suitability of the product for the specific use in question and is further advised against relying on the information contained herein as it may relate to any specific use or application. It is the ultimate responsibility of the user to ensure that the product is suited and the information is application to the user's specific application. Chevron Phillips Chemical Company LP does not make, and expressly disclaims, all warranties, including warranties of merchantability or fitness for a particular purpose, regardless of whether oral or written, express or implied, allegedly arising from any usage of any trade or from any course of dealing in connection with the use of information contained herein or the product itself. The user expressly assumes all risk and liability, whether based in contract, tort or otherwise, in connection with the use of the information contained herein or the product itself. Further, information contained herein is given without reference to any intellectual property issues, as well as federal, state or local laws which may be encountered in the use thereof. Such questions should be investigated by the user. The data sheet may change periodically. Visit www.PerformancePipe.com for the most current data sheet.



Ductile Iron Pipe Size (DIPS) and Dimension Data

DriscoPlex® Pipe for Municipal Applications

PE4710 (PE3408)

Pressure Ratings are calculated using 0.63 design factor for HDS at 73°F as listed in PPI TR-4 for PE 4710 materials. HDPE can accommodate up to 1.5 times the pipe pressure rating for a recurring surge and up to 2.0 times the pipe pressure rating for an occasional surge. Temperature, Chemical, and Environmental use considerations may require use of additional design factors.

Nominal Pipe Size	335 psi DR 7.0					250 psi DR 9.0					200 psi DR 11.0					160 psi DR 13.5				
	DIPS OD (in)	Minimum Wall (in)	Average ID (in)	Weight (lbs/ft)	Minimum Wall (in)	Average ID (in)	Weight (lbs/ft)	Minimum Wall (in)	Average ID (in)	Weight (lbs/ft)	Minimum Wall (in)	Average ID (in)	Weight (lbs/ft)	Minimum Wall (in)	Average ID (in)	Weight (lbs/ft)	Minimum Wall (in)	Average ID (in)	Weight (lbs/ft)	Nominal Pipe Size
4"	4.800	0.686	3.346	3.87	0.533	3.670	3.13	0.436	3.876	2.62	0.356	4.045	2.18	0.356	4.045	2.18	0.356	4.045	2.18	4"
6"	6.900	0.986	4.810	8.00	0.767	5.274	6.47	0.627	5.571	5.42	0.511	5.817	4.50	0.511	5.817	4.50	0.511	5.817	4.50	6"
8"	9.050	1.293	6.309	13.76	1.006	6.917	11.13	0.823	7.305	9.32	0.670	7.630	7.75	0.670	7.630	7.75	0.670	7.630	7.75	8"
10"	11.100	1.588	7.738	20.70	1.233	8.486	16.74	1.009	8.961	14.03	0.822	9.357	11.66	0.822	9.357	11.66	0.822	9.357	11.66	10"
12"	13.200	1.886	9.202	29.27	1.467	10.080	23.67	1.200	10.656	19.84	0.978	11.127	16.48	0.978	11.127	16.48	0.978	11.127	16.48	12"
14"	15.300	2.186	10.666	39.33	1.700	11.696	31.80	1.391	12.351	26.65	1.133	12.898	22.15	1.133	12.898	22.15	1.133	12.898	22.15	14"
16"	17.400	2.486	12.130	50.87	1.933	13.302	41.13	1.582	14.046	34.47	1.289	14.667	28.64	1.289	14.667	28.64	1.289	14.667	28.64	16"
18"	19.500	2.786	13.594	63.89	2.167	14.906	51.66	1.773	15.741	43.29	1.444	16.439	35.97	1.444	16.439	35.97	1.444	16.439	35.97	18"
20"	21.600				2.400	16.512	63.38	1.964	17.436	53.12	1.600	18.208	44.14	1.600	18.208	44.14	1.600	18.208	44.14	20"
24"	25.800				2.867	19.722	90.43	2.345	20.829	75.78	1.911	21.749	62.97	1.911	21.749	62.97	1.911	21.749	62.97	24"
30"	32.000							2.909	25.833	116.58	2.370	26.976	96.87	2.370	26.976	96.87	2.370	26.976	96.87	30"
36"	38.300							3.482	30.918	167.01	2.837	32.286	138.77	2.837	32.286	138.77	2.837	32.286	138.77	36"
42"	44.500										3.296	37.512	187.33	3.296	37.512	187.33	3.296	37.512	187.33	42"

Nominal Pipe Size	125 psi DR 17.0					100 psi DR 21.0					80 psi DR 26.0					63 psi DR 32.5				
	DIPS OD (in)	Minimum Wall (in)	Average ID (in)	Weight (lbs/ft)	Minimum Wall (in)	Average ID (in)	Weight (lbs/ft)	Minimum Wall (in)	Average ID (in)	Weight (lbs/ft)	Minimum Wall (in)	Average ID (in)	Weight (lbs/ft)	Minimum Wall (in)	Average ID (in)	Weight (lbs/ft)	Minimum Wall (in)	Average ID (in)	Weight (lbs/ft)	Nominal Pipe Size
4"	4.800	0.282	4.202	1.76	0.229	4.315	1.45	0.265	6.338	2.43	0.212	6.451	1.96	0.212	6.451	1.96	0.212	6.451	1.96	4"
6"	6.900	0.406	6.039	3.64	0.329	6.203	2.99	0.348	8.312	4.19	0.278	8.461	3.37	0.278	8.461	3.37	0.278	8.461	3.37	6"
8"	9.050	0.532	7.922	6.26	0.431	8.136	5.13	0.427	10.195	6.30	0.342	10.375	5.09	0.342	10.375	5.09	0.342	10.375	5.09	8"
10"	11.100	0.653	9.716	9.42	0.529	9.979	7.73	0.508	12.123	8.91	0.406	12.339	7.19	0.406	12.339	7.19	0.406	12.339	7.19	10"
12"	13.200	0.776	11.555	13.31	0.629	11.867	10.93	0.588	14.053	11.96	0.471	14.301	9.66	0.471	14.301	9.66	0.471	14.301	9.66	12"
14"	15.300	0.900	13.392	17.89	0.729	13.755	14.68	0.669	15.982	15.48	0.535	16.266	12.48	0.535	16.266	12.48	0.535	16.266	12.48	14"
15"	17.400	1.024	15.229	23.15	0.829	15.643	18.98	0.750	17.910	19.44	0.600	18.228	15.69	0.600	18.228	15.69	0.600	18.228	15.69	16"
18"	19.500	1.147	17.068	29.07	0.929	17.531	23.84	0.831	19.838	23.86	0.665	20.190	19.26	0.665	20.190	19.26	0.665	20.190	19.26	18"
20"	21.600	1.271	18.905	35.68	1.029	19.419	29.25	0.992	23.697	34.03	0.794	24.117	27.46	0.794	24.117	27.46	0.794	24.117	27.46	20"
24"	25.800	1.518	22.582	50.89	1.229	23.195	41.73	1.231	29.390	52.37	0.985	29.912	42.26	0.985	29.912	42.26	0.985	29.912	42.26	24"
30"	32.000	1.882	28.010	78.26	1.524	28.769	64.18	1.473	35.177	75.00	1.178	35.803	60.49	1.178	35.803	60.49	1.178	35.803	60.49	30"
36"	38.300	2.253	33.524	112.13	1.824	34.433	91.93	1.712	40.008	124.09	1.369	41.598	81.68	1.369	41.598	81.68	1.369	41.598	81.68	36"
42"	44.500	2.618	38.950	151.39	2.119	40.008	124.09													42"

This size and dimension chart is intended for reference purposes. It should not be used in place of the advice from a licensed Professional Engineer. Pipe weights are calculated in accordance with PPI TR-7. Average inside diameter is calculated using DIPS OD and Minimum wall plus 6% for use in estimating fluid flows. Actual ID will vary. When designing components to fit the pipe ID, refer to pipe dimension and tolerances in the applicable pipe manufacturing specification.

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Series 415 Side Fusion Tapping Saddle

The Side Fusion Branch Saddle provides a cost effective dependable fitting for the water and industrial markets. The branch saddle can be installed with the standard side fusion equipment in the market today.

Meets ASTM D1598, D1599, D1588, and AWWA C906

- Branch outlet sizes .5"-2" NPT or CC thread (AWWA thread)
 - Main size 4"-64" diameters
 - Base size available 3" or 4" pivot head
 - Full Pressure Rated 230 PSI
-
- HDPE Branch Saddle PE 3408 ASTM D3350 (Black) Cell Classification 345454C
 - Female Threaded Insert Brass Alloy C360 AWWA C 800
 - Stainless Compression Ring Grade type 304 or 316

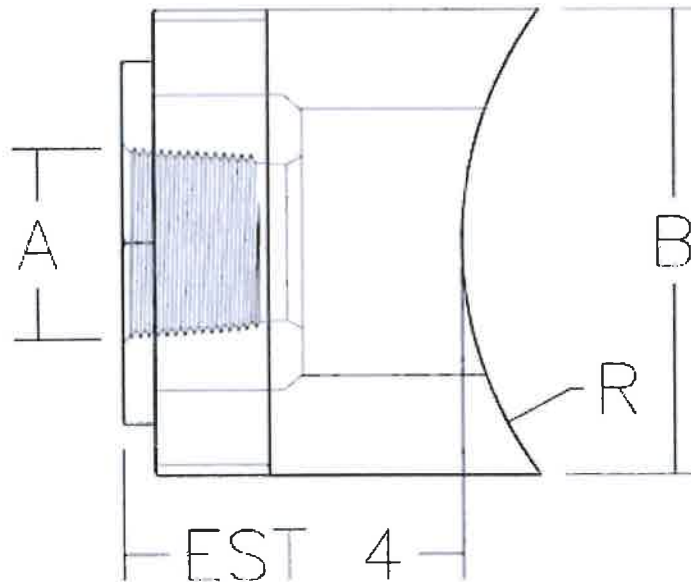
POLY-CAM®

1101 McKinley Street
 Anoka, MN 55303
 Phone (763) 786-6682
 Fax (763) 786-2167

Series 415 Side Fusion Tapping Saddle



R	A	B	Base Thickness
4	3	4.5/3.5	1.0/.75
6	3	4.5/3.5	1.0/.75
8	3	4.5/3.5	1.0/.75
10	3	4.5/3.5	1.0/.75
12	3	4.5/3.5	1.0/.75
14	3	4.5/3.5	1.0/.75
16	3	4.5/3.5	1.0/.75
18	3	4.5/3.5	1.0/.75
20	3	4.5/3.5	1.0/.75
24	3	4.5/3.5	1.0/.75



11/00 © Registered Trademark Poly-Cam, Inc. - US Patent # 5,211,429

ULTRALINE[®] HDPE WATER SERVICE PIPE & TUBING

DRISCOPEX[®] 5100 SERIES ULTRALINE[®] HDPE WATER SERVICE PIPE & TUBING



Ultraline[®] HDPE Water Service Pipe and Tubing is available to meet your needs in compliance with ASTM D2239, ASTM D2737 or ASTM D3035 product standard.

Produced from only the highest rated HDPE pipe materials, Driscoplex[®] 5100 Series Ultraline[®] HDPE Pipe and Tubing are manufactured of PE4710 resin listed in PPI-TR4.

Ultraline[®] HDPE Water Service Pipe and Tubing from Performance Pipe meets the requirements of:

- AWWA C 901-08
- NSF/ANSI 61
- NSF /ANSI 14
- ASTM D3350 cell class 445574

When Performance Matters Rely on
Performance Pipe

ULTRALINE® HDPE WATER SERVICE PIPE & TUBING

Performance Pipe Ultraline® Water Service Pipe and Tubing Pressure Class is based on applications at temperatures up to and including 80°F. Contact Performance Pipe for guidance on operating at higher temperatures. See the PPI 'Field Service Manual for Municipal Water' for installation guidance. The manual is available as a free download at www.performancepipe.com in the Water/Wastewater section.

ASTM D2239 Inside Diameter Controlled HDPE Pipe (IPS/SIDR)

SIZE	SIDR	NOMINAL OD / ID	COIL LENGTH / PALLET QTY	COIL LENGTH / PALLET QTY	WEIGHT LB/100FT	PRESSURE CLASS
3 / 4 "	7	1.074"/0.824"	100'/1800'	400'/4000'	16	250 psi
1"	7	1.367"/1.049"	100'/1800'	300'/2400'	25	250 psi
1 - 1 / 4 "	7	1.798"/1.380"	100'/1500'	300'/2100'	43	250 psi
1 - 1 / 2 "	7	2.098"/1.610"	100'/1400'	300'/1800'	59	250 psi
2 "	7	2.692"/2.067"	100'/1000'	300'/2100'	97	250 psi

ASTM D2737 Outside Diameter Controlled HDPE Tubing (CTS)

SIZE	SDR	NOMINAL OD / ID	COIL LENGTH / PALLET QTY	COIL LENGTH / PALLET QTY	WEIGHT LB/100FT	PRESSURE CLASS
3 / 4 "	9	0.875"/0.669"	100' / 1800'	500' / 7500'	10	250 psi
1"	9	1.125"/0.860"	100' / 1600'	300' / 4200'	17	250 psi
1 - 1 / 4 "	9	1.375"/1.051"	100' / 1400'	300' / 2400'	26	250 psi
1 - 1 / 2 "	9	1.625"/1.241"	100' / 1300'	300' / 2400'	36	250 psi
2 "	9	2.125"/1.625"	100' / 1300'	300' / 2700'	61	250 psi

ASTM D3035 Outside Diameter Controlled HDPE Pipe (IPS/SDR)

SIZE	SDR	NOMINAL OD / ID	COIL LENGTH / PALLET QTY	COIL LENGTH / PALLET QTY	WEIGHT LB/100FT	PRESSURE CLASS
3 / 4 "	11	1.050"/0.849"	150'/1800'	500'/3500'	13	200 psi
1"	11	1.315"/1.061"	150'/1800'	500'/3000'	20	200 psi
1-1/4"	11	1.660"/1.358"	150'/1500'	500'/6000'	31	200 psi
1-1/2"	11	1.900"/1.554"	250'/2500'	500'/4000'	41	200 psi
2"	13.5	2.375"/2.002"	150'/1800'	500'/3500'	53	160 psi
2"	11	2.375"/1.917"	150'/1800'	500'/3500'	64	200 psi
3"	17	3.500"/3.063"	250'/1750'	1000'/2000'	94	125 psi
3"	13.5	3.500"/2.951"	250'/1750'	1000'/2000'	116	160 psi
3"	11	3.500"/2.826"	250'/1750'	1000'/2000'	140	200 psi

Solid black pipe and tubing is standard. Contact your Performance Pipe representative for additional sizes and information.

When Performance Matters Rely on
Performance Pipe

AMERICAN AVK HIGH PRESSURE, 250 PSI, POST, DRY BARREL HYDRANT

67XX
POST

Complies with AWWA C502 (latest) - (where applicable) - Working Pressure - 250 PSI
Inlet Bases: NPT, HYMAX GRIP®, Flanged in accordance with ANSI B16.1 Class 125,
Mechanical Joint in accordance with ANSI/AWWA C111/A21.11

Use:

For water and neutral liquids to maximum 160°F.

Tests:

Seat Test: 500 PSI

Approvals:

Certified to:
NSF/ANSI 61
NSF/ANSI 372



Components:

Nozzle Section, Barrels, Breakable Flange, Base

Caps, Weathershield

Nozzle, Valve Seat Ring, Main Valve Flange
Operating Nut, Thrust Nut

Main Valve

Stem Rod Couplings, Upper Stem Rod, Nozzle Retaining Screw,
Thrust Nut Screw, Coupler Pins, Main Valve Retaining Pin,
Spring Pins

Coating - Above ground

Coating - Below ground

Chain Set, Hardware

Cap Gasket, O-rings

Anti-Friction Washer

- | | | | | |
|----------------------------------|---|---------------------------------------|-----------------------------------|---|
| Base Elbow / Inlet Configuration | <input type="checkbox"/> 2" MJ | <input type="checkbox"/> 2.5" Flanged | <input type="checkbox"/> 2" NPT | <input type="checkbox"/> 2" HYMAX GRIP® |
| | <input type="checkbox"/> 3" MJ | <input type="checkbox"/> 3" Flanged | <input type="checkbox"/> 2.5" NPT | |
| | <input checked="" type="checkbox"/> 4" MJ | | <input type="checkbox"/> 3" NPT | |

Standard:

Ductile Iron ASTM A536

Cast Iron ASTM A126 Class "B"

Bronze

Ductile iron core, fully encapsulated with EPDM rubber.

Stainless Steel

Acrylic Polyurethane paint

Fusion bonded epoxy. Epoxy meets or exceeds AWWA
C550 (latest)

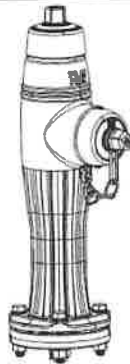
Zinc Plated Steel

NBR

Brass

Optional Materials:

- | | | | |
|-------------------|--|--|--|
| Hardware | <input type="checkbox"/> Zinc Plated (STD) | <input type="checkbox"/> 304 Stainless | <input type="checkbox"/> 316 Stainless |
| Lower Stem Rod | <input type="checkbox"/> 304 Stainless | <input type="checkbox"/> Steel (STD) | |
| Opening Direction | <input type="checkbox"/> Open Left | <input type="checkbox"/> Open Right | |



Series 67XX
1 Hose Outlet



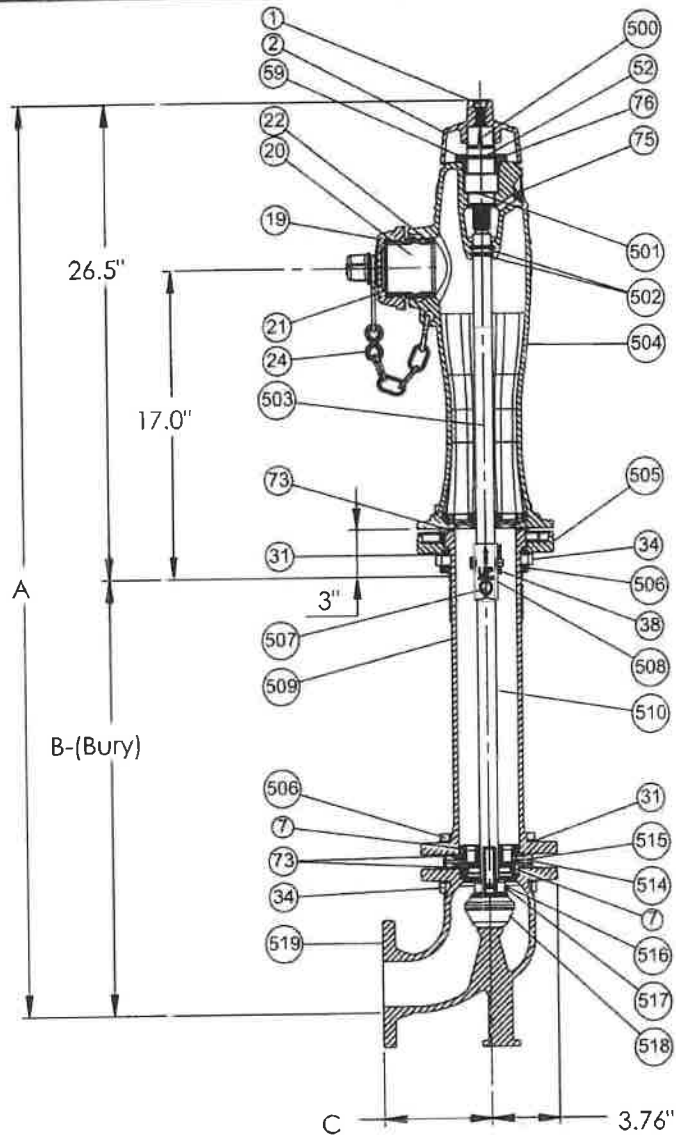
AMERICAN AVK HIGH PRESSURE, 250 PSI, POST, DRY BARREL HYDRANT

67XX
POST

Complies with AWWA C502 (latest) - (where applicable) - Working Pressure - 250 PSI
Inlet Bases: NPT, HYMAX GRIP®, Flanged in accordance with ANSI B16.1 Class 125,
Mechanical Joint in accordance with ANSI/AWWA C111/A21.11

Component List:

1. Weathershield Bolt
2. Weathershield
7. Valve Seat O-ring
19. Hose Nozzle Cap
20. Hose Nozzle
21. Hose Nozzle Cap Gasket
22. Hose Nozzle O-ring
23. Set Screw - (Nozzle)
24. Chain Assembly
31. Nozzle Section Washer
34. Nozzle Section Nut
38. Spring Pin
52. Thrust Nut O-ring
59. Set Screw - (Thrust Nut)
73. Flange O-ring
75. Zerk Fitting
76. Thrust Nut
500. Operating Nut
501. Anti Friction Washer
502. Stem Seal O-ring
503. Upper Stem Rod
504. Nozzle Section
505. Two Piece Breakable Flange
506. Nozzle Section Bolt
507. Coupler Pin
508. Breakable Coupling
509. Lower Barrel
510. Lower Stem Rod
514. Main Valve Flange
515. Seat Ring
516. Main Valve Retainer Pin
517. Cotter Pin
518. Main Valve
519. Base



Notes:

1. F23 - Set Screw for Hose Nozzle, not shown.

Ref No.	A*	B*	C			
			Flanged	MJ	NPT	HYMAX GRIP®
67-XX - 2"	38.50" - 86.50"	12.00" - 60.00"	N/A	6.00"	4.50"	8.26"
67-XX - 2.5"	38.50" - 86.50"	12.00" - 60.00"	6.00"	N/A	5.12"	N/A
67-XX - 3"	38.50" - 86.50"	12.00" - 60.00"	6.00"	7.00"	5.12"	N/A
67-XX - 4"	38.50" - 86.50"	12.00" - 60.00"	N/A	7.00"	N/A	N/A

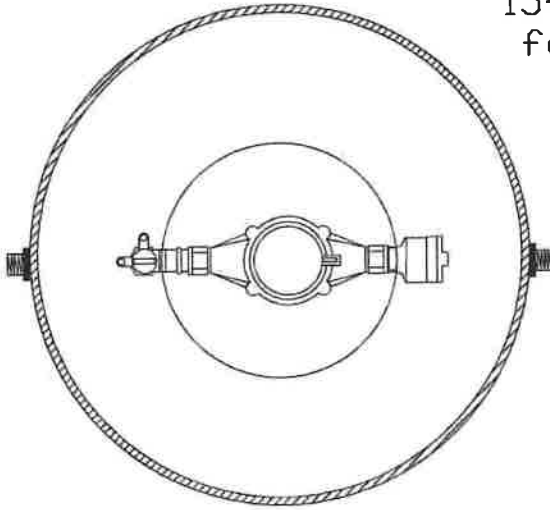
* Dimension "A" - 92.50" - 140.50" if using extension barrels, bury depth in 6" increments.

* Dimension "B" - 66.00" - 114.00" if using extension barrels, bury depth in 6" increments.



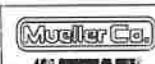
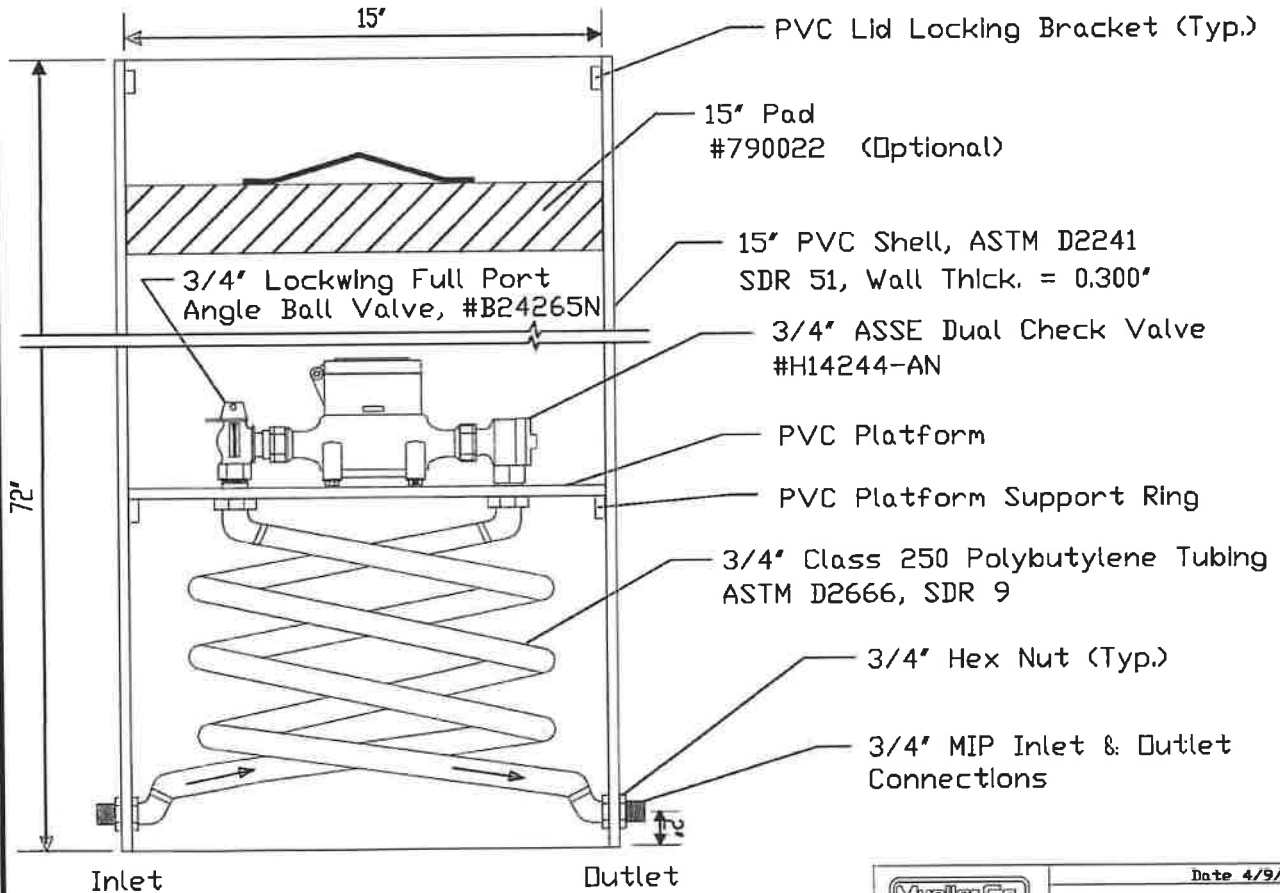
MUELLER CO.

15-Inch Single Coil Meter Pit
for 5/8 x 3/4-Inch Meter
#203CS1572FSBSN
(Meter Not Included)



15" Lid

#780112 (Optional)



Date 4/9/99

#203CS1572FSBSN

Well Pump



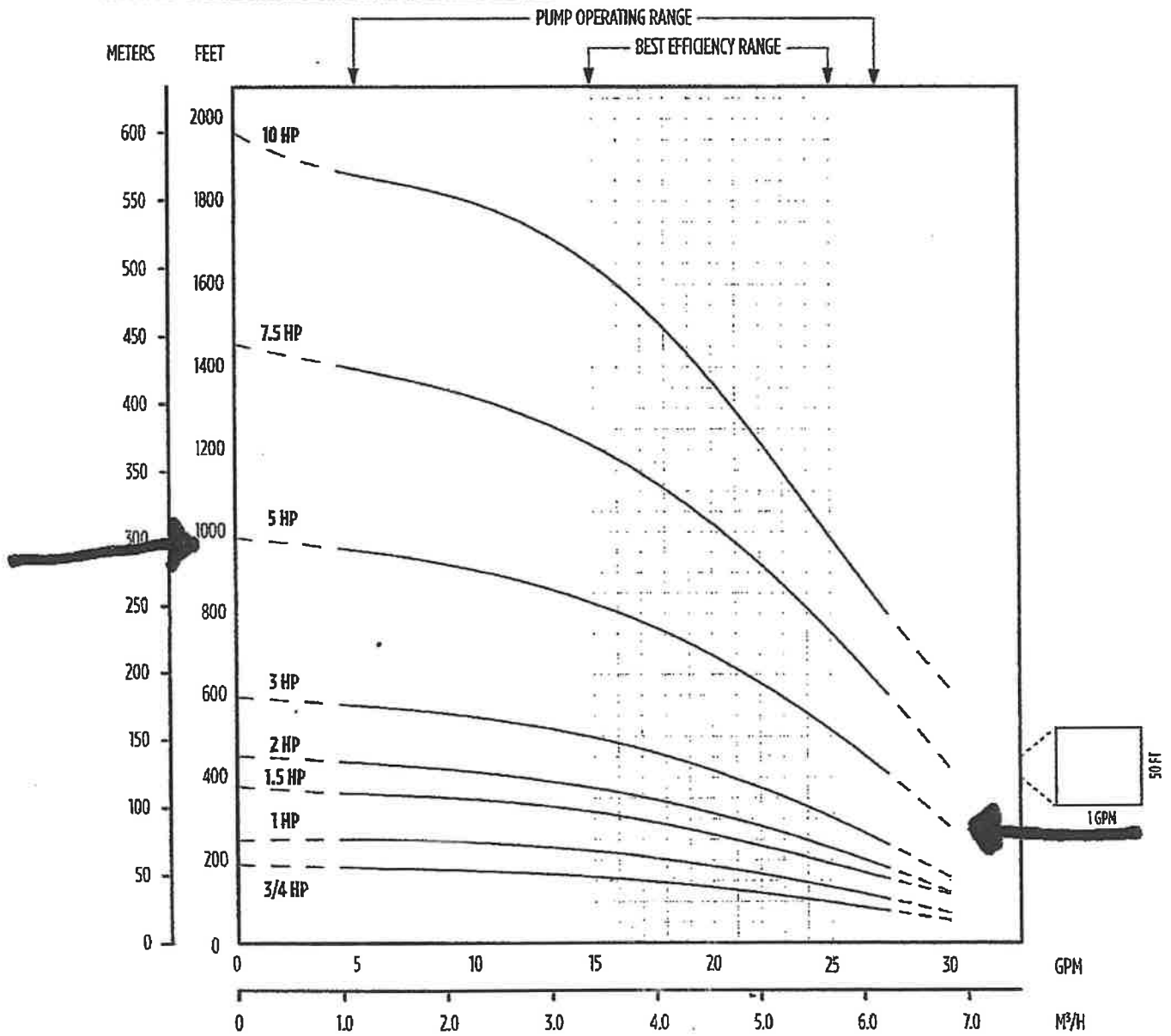
4" TRI-SEAL PUMPS - 20 GPM

PERFORMANCE		Depth to Pumping Water Level (DWL) in Feet. Shaded Areas Indicate Most Efficient Performance																				Shut-off (ft)			
HP	PSI	20	40	60	80	100	120	140	160	180	200	240	280	300	360	400	440	480	500	600	700		800	900	1000
190	0				24	22	21	18	14																
	20		23	21	19	17	12																		
	30	23	21	19	17	11																			
	40	21	19	17	10																				
	50	19	16	10																					
	60	14																							
Shut-off PSI		226	65	56	48	39	30	22	15																
251	0				26	25	23	20	18	11															
	20			27	26	24	22	20	18	15	8														
	30		27	26	24	22	19	17	14	7															
	40	27	25	23	21	19	17	13																	
	50	25	23	21	19	16	12																		
	60	23	21	18	16	11																			
Shut-off PSI		100	91	83	74	66	57	48	40	31	22														
379	0							27	26	24	22	20	17	5											
	20							27	25	24	23	21	18	16	10										
	30							26	25	24	22	21	20	16	13										
	40				26	25	23	22	21	19	18	15	8												
	50		27	26	25	23	22	21	19	17	15	7													
	60	27	26	24	23	22	20	19	17	15	11														
Shut-off PSI		156	147	138	130	121	112	104	95	86	78	60													
453	0										24	23	20	16	12										
	20										24	21	20	17	12										
	30										24	23	22	20	19	15									
	40								24	23	22	21	19	17	14										
	50								24	23	22	20	19	16	14	10									
	60								24	23	22	20	19	18	14	12									
Shut-off PSI		187	179	170	161	153	144	135	127	118	110	92	74	65	57	40	25								
601	0											24	23	20	16	12									
	20											24	21	20	17	12									
	30											24	23	21	18	15	10								
	40											24	23	22	20	17	14	11							
	50											24	24	22	21	19	16	13							
	60											24	24	23	21	20	18	14	10						
Shut-off PSI		251	242	234	225	216	208	199	190	182	173	156	137	130	124	87	69	55	45						
770	0																				24	23	20	16	
	20																				24	21	18	13	
	30																				24	23	20	17	
	40																					24	23	20	
	50																					24	22	22	
	60																					24	23	22	
Shut-off PSI		406	408	399	390	382	373	364	355	347	339	321	313	295	289	230	235	210	209	165	122	79			

NOTES: Performance shown does not include friction loss in the drop pipe. All performance data is based on rated motor nameplate voltage.

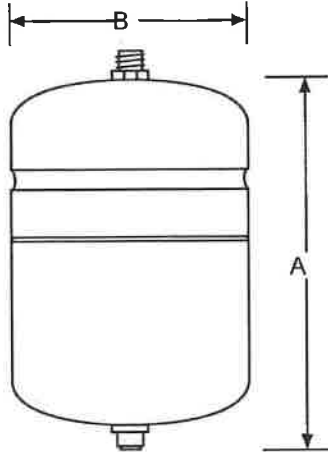
Well Pump

4" TRI-SEAL PUMPS - 20 GPM



WELL-X-TROL®

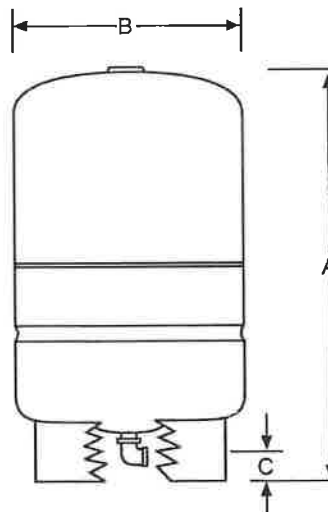
Pre-pressurized diaphragm-type well tanks
WX-100, 200 and 300 SERIES



In-Line Models

Model No.	Tank Vol.		Max. Accept. Factor	A Height		B Diameter		Sys. Conn. ¹	Factory Pre-charge PSIG	Working Pressure PSIG ²	Ship Wt.	
	Lit.	Gal.		mm	ins.	mm	ins.				kg	lbs.
WX-101	8	2.0	0.45	321	12 ⁵ / ₈	203	8	3/4	20	100	2.3	5
WX-102	17	4.4	0.55	381	15	279	11	3/4	20	100	4.0	9
WX-103	33	8.6	0.37	629	24 ³ / ₄	279	11	3/4	30	100	7.0	15
WX-104	39	10.3	1.00	451	17 ³ / ₄	390	15 ⁵ / ₈	1	30	100	9.0	20
WX-200	53	14.0	0.81	559	22	390	15 ⁵ / ₈	1	30	100	10.0	22

¹ System Connection: Steel. ² 100 PSIG is 689.5 kPa



Stand Models

Model No.	Tank Vol.		Max. Accept. Factor	A Height		B Diameter		C Conn.	Sys. Conn. ³	Factory Pre-charge PSIG	Working Pressure PSIG ²	Ship Wt.	
	Lit.	Gal.		mm	ins.	mm	ins.					ins.	ins.
WX-104-S	39	10.3	1.00	489	19 ¹ / ₄	390	15 ⁵ / ₈	1 ¹³ / ₁₆	1	30	100	10.5	23
WX-201	53	14.0	0.81	606	23 ⁷ / ₈	390	15 ⁵ / ₈	1 ¹³ / ₁₆	1	30	100	11.4	25
WX-202	76	20.0	0.57	803	31 ⁵ / ₈	390	15 ⁵ / ₈	1 ¹³ / ₁₆	1	30	100	15.0	33
WX-203	121	32.0	0.35	1181	46 ¹ / ₂	390	15 ⁵ / ₈	1 ¹³ / ₁₆	1	30	100	20.0	43
WX-205	129	34.0	1.00	752	29 ⁵ / ₈	559	22	2 ³ / ₈	1 ¹ / ₄	38	100	28.0	61
WX-250	167	44.0	0.77	914	36	559	22	2 ³ / ₈	1 ¹ / ₄	38	125	31.0	69
WX-251	235	62.0	0.55	1187	46 ³ / ₄	559	22	2 ³ / ₈	1 ¹ / ₄	38	125	41.0	92
WX-252	326	86.0	0.39	1581	62 ¹ / ₄	559	22	2 ³ / ₈	1 ¹ / ₄	38	100	52.0	114
WX-302	326	86.0	0.54	1200	47 ¹ / ₄	660	26	2 ³ / ₈	1 ¹ / ₄	38	125	56.0	123
WX-350	450	119.0	0.39	1572	61 ⁷ / ₈	660	26	2 ³ / ₈	1 ¹ / ₄	38	125	75.0	166

² 100 PSIG is 689.5 kPa, 125 PSIG is 862 kPa.

³ System Connection: Malleable Iron (NPTF).

Max. Operating Conditions

Operating Temperature	200° F (93° C)
-----------------------	----------------

Specifications

Description	Standard Construction
Shell	Steel
Diaphragm	Heavy Duty Butyl
Liner	Polypropylene
Coating	Blue Enamel ⁴

⁴ Unless TUF-KOTE is specified.

All dimensions are approximate.



Job Name _____
 Location _____

 Engineer _____
 Contractor _____
 Contractor P.O. No. _____

Sales Representative _____
 Model No. Ordered _____
 Pump Cut-In _____ PSI Pump Cut-Out _____ PSI
 Pump GPM _____

(888) 686-8265

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BEST SHIPPING RATES



Products

HOME / 35 GALLON SODIUM HYPOCHLORITE (UV) VERTICAL STORAGE TANK

35 GALLON SODIUM HYPOCHLORITE (UV) VERTICAL STORAGE TANK

also called chemical storage tank, industrial storage tank, agricultural storage tank, liquid fertilizer storage tank



Complies with FDA standards 21 CFR 177.1520 (1) 3.1 and 3.2

UV stabilized resin to prolong the life of your tank

Specific gravity rating of 1.9 (15.85 lb / gal)

Features 6" Manway

Perfect for outdoor Sodium Hypochlorite NaClO (bleach) storage

~~\$306.45~~ **\$239.99**

22% Off MSRP Guaranteed for 2 days only

Click to expand

Images may be inaccurate. See specs table below to ensure accuracy.

Qty: 1

ADD TO CART

SHIPPING QUOTE

Quick Summary

PART#	MPN: 1000110N52 / Store ID: X8452749
DIMENSIONS	22" Diameter x 36" Height
LIQUID ACCESS	1 Manway / Lid
WEIGHT / SHIP CLASS	18 lbs. / Ship Class 300
SHIPS FROM	AR
DRAWING	Snyder 1000110N45 Drawing

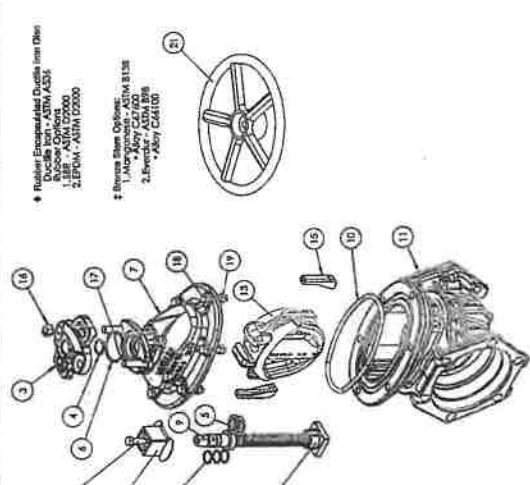
Description

Specifications

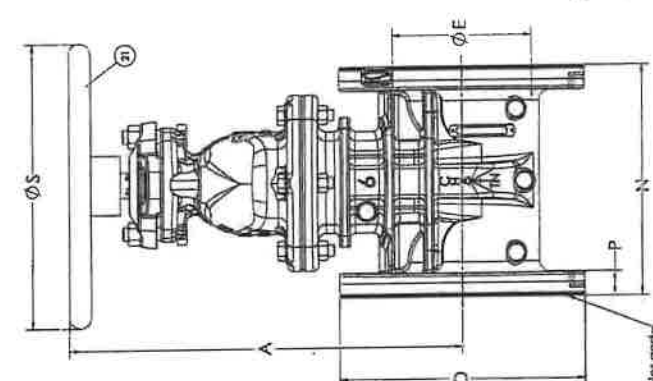
Snyder 35 Gallon Vertical Storage Tank, part# 1000110N52 is a natural white stationary liquid storage tank. Vertical storage tanks are used in a variety of industries including industrial, agricultural, and commercial chemical storage applications. This tank is designed specifically for outdoor storage of Sodium Hypochlorite. Please contact our sales team to verify chemical compatibility before placing your order.

This plastic vertical storage tank is constructed with rotationally molded polyethylene resin. It's seamless construction makes it durable and resistant to cracks, chips, and ruptures. The poly tank was made with FDA approved resin that complies with FDA standards 21 CFR 177.1520

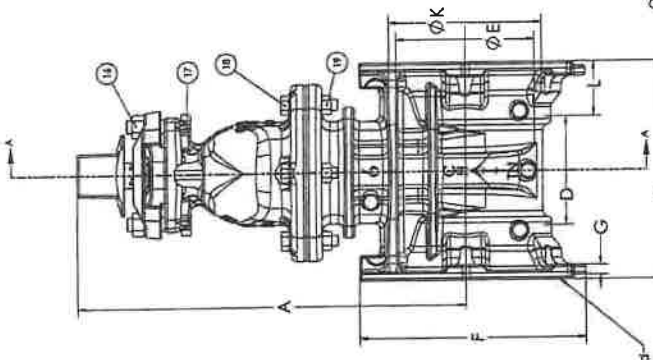
ITEM NO.	DESCRIPTION	QTY.	MATERIAL	ASNA	NOTES
1	Cap Screw	1		FR9	Group 2 - CW
2	Wrench Nut	1	Ductile Iron	AS36	
3	Sliding Ring	1	Ductile Iron	AS6	
4	Wear Ring (Std Mod)	1	Thermoplastic Polyurethane	HTU 5234 (2200)HTLE	HT-420
5	Anti-friction Washer	2	Acetal		
6	Sealing O-Ring	1	Nitrile Rubber		BS4
7	Bore Seal	1	Ductile Iron	AS36	
8	Stem O-ring	3	Nitrile Rubber		BS4
9	Stem	1	Brass	?	See Note
10	Bore Seal O-ring	1	Nitrile Rubber		BS4
11	Body AU Bolt	1	Ductile Iron	AS36	
12	Stem Nut	1	Brass	BS64	CINNS / NS-272
13	Encapsulated Disc	1		DB200	See Note
14	Disc Coating	1	Ductile Iron	AS36	
15	O-ring Cap	2	Acetal		
16	Sliding Iron Bolt	2	316 Stainless Steel	FR4	Group 2 - CW
17	Bore Seal	"K"	316 Stainless Steel	FR9	Group 2 - SW
18	Bore Seal	"K"	316 Stainless Steel	FR3	Group 3 - SW
19	Bore Seal	"K"	316 Stainless Steel	FR4	Group 2 - CW
20	Body R Bolt		Ductile Iron	AS36	
21	Non-vent		Ductile Iron	AS36	



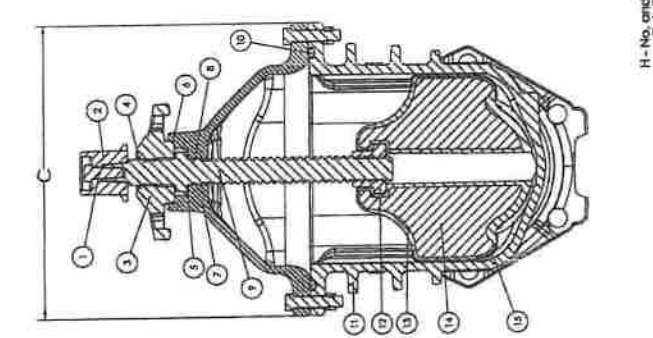
- * Rubber Encapsulated Ductile Iron Disc
Ductile Iron - ASTM A536
1. EPDM - ASTM D2000
2. EPDM - ASTM D2000
3. EPDM - ASTM D2000
- * Bronze Stem O-ring:
1. Nitrile Rubber - ASTM B185
2. PTFE - ASTM B388
* Alloy C46100



FLANGE ENDS - FL X FL



MECH JOINT ENDS - M J X M J



SECTION A-A - TYPICAL

Q - No. and Size of Holes and Slots Equally Spaced on ØR - Bolt Circle 2 FL Ends

H - No. and Size of Holes and Slots Equally Spaced on ØJ - Bolt Circle 2 MJ Ends

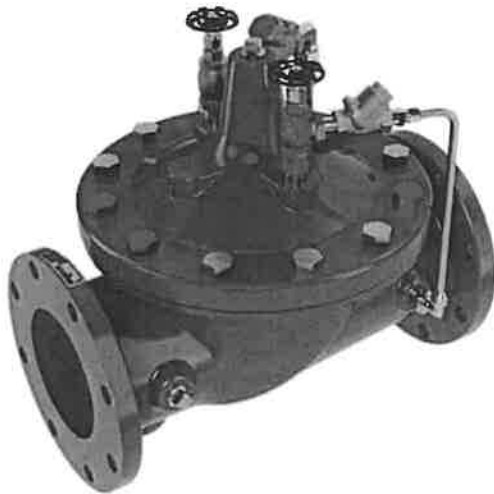
ECO# 2203739		APPROVED		By: [Signature]		Date: [Date]															
Valve Size	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	Weight R x R L
4	14.17	9.5	10.71	4.50	4.30	0.40	0.50	4-0.08	7.50	4.90	2.50	4	14	75	9.00	1.00	8-0.75	7.50	11	8.5	
6	18.00	10	13.5	5.70	6.30	10.41	0.45	4-0.08	9.50	7.00	3.50	4	20.5	124	10.50	1.10	8-0.88	9.50	13	14.5	
8	21.50	10.5	16.51	6.50	8.30	12.48	0.50	4-0.08	11.25	9.15	2.50	4	26.5	161	11.50	1.10	8-0.88	11.25	14	20.8	
10	25.00	11.5	20	6.50	10.30	15.24	0.60	5-0.08	14.00	11.20	2.50	8	33	270	13.00	1.20	12-1.00	14.25	16	31.0	
12	28.62	12	21	7.50	12.30	18.00	0.60	5-0.08	16.55	13.50	2.90	8	38.5	345	14.00	1.30	12-1.00	17.00	18	34.0	

Muller Co.
 MADE IN U.S.A.
 MODEL 2361 RWGV 350W w/ 316 Fasteners
 SIZE 10.1 IN. DIA.
 7334
 SHEET 1 OF 1



MODEL **81-02**

Check Valve for Booster and Deep Well Pump Applications



- Simple Proven Design
- No-Slam Operation
- Drip-Tight Shut-Off
- Dual Speed Control
- No Packing Glands or Stuffing Boxes
- Available in a Variety of Materials

The Cla-Val Model 81-02 Check Valve is a hydraulically operated No-Slam Check Valve with dual speed controls. This valve opens when the pressure at the inlet exceeds the discharge pressure. A gradual rate of opening prevents sudden opening surges. When a pressure reversal occurs, the higher downstream pressure is applied to the cover chamber through the control tube lines, and the valve closes drip tight.

This valve is ideally suited for use where a positive shutoff is required. The rubber disc assures tight sealing even if the fluid contains grit or other small-size particles. The simple packless design insures reliable operation and freedom from leaks.

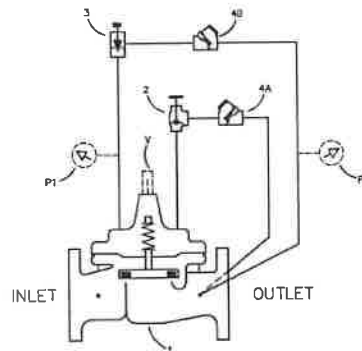
Note: The effectiveness of this valve is related to pipeline velocity. We recommend a maximum flow based on pipeline velocity of 6 feet per second. If pipeline velocities exceed 6 feet per second, consideration should be given to adding a Cla-Val Model 50-01 Pressure Relief Valve or a Cla-Val Model 52 Series Surge Control Valve to the system.

Schematic Diagram

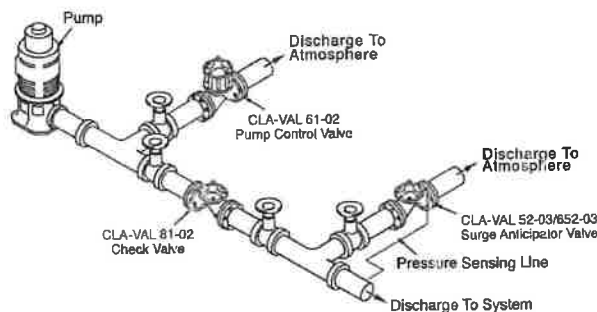
Item	Description
1	100-01 Hytrol Reverse Flow Main Valve
2	CGA Angle Valve (Closing)
3	CNA Needle Valve (Opening)
4	CSC Swing Check Valve

Optional Features

Item	Description
P	X141 Pressure Gauge
V	X101 Valve Position Indicator

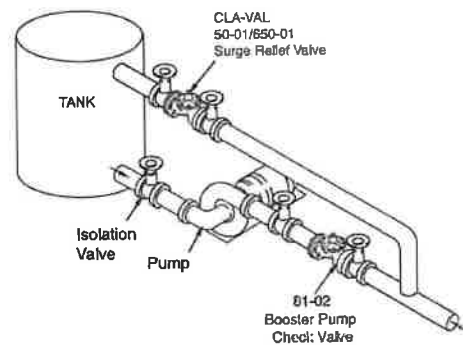


Typical Applications



Deep Well Pump

This valve should be an integral part of any well designed pumping system. It is used to prevent damaging and sometimes expensive flow reversal.

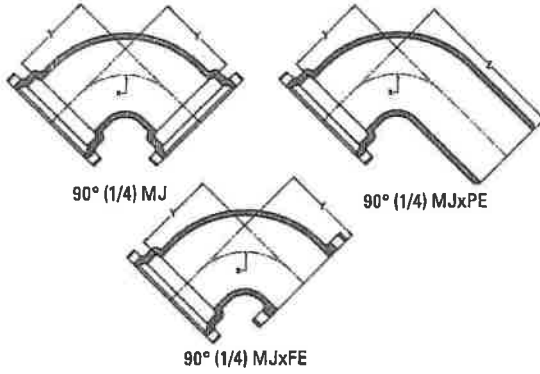


Booster Pump

Install on the discharge of booster pumps to prevent return flow into tank when pump is off. Relief valve as shown is good practice to minimize surges when pump stops.



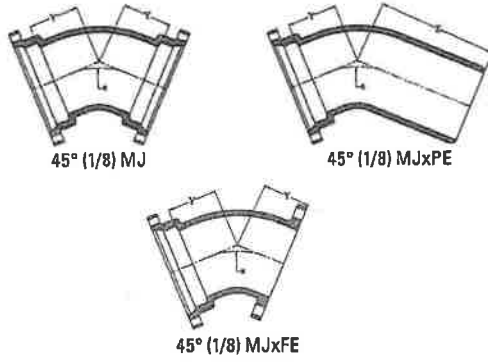
C110 DUCTILE IRON FULL BODY FITTINGS



90° (1/4) MJ

90° (1/4) MJxPE

90° (1/4) MJxFE

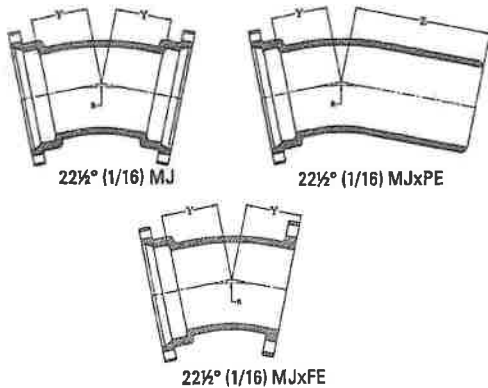


45° (1/8) MJ

45° (1/8) MJxPE

45° (1/8) MJxFE

*Not included
in ASSA C110.



22½° (1/16) MJ

22½° (1/16) MJxPE

22½° (1/16) MJxFE

90° (1/4) BENDS							
Size	Domestic				Import		
	R	Y	Z	Weight			
				MJ	MJxPE	MJxFE	
*2	2.30	3.30	—	16	—	—	—
3	4.00	5.50	13.50	26	36	—	35 35
4	4.50	6.50	14.50	56	53	47	55 50
6	6.00	8.00	16.00	88	80	75	88 87
8	7.00	9.00	17.00	123	119	118	136 153
10	8.00	11.00	19.00	182	181	170	150 150
12	10.00	12.00	20.00	280	252	248	255 255
14	11.50	14.00	22.00	380	—	—	400 —
16	12.50	15.00	23.00	552	—	455	480 410
18	14.00	16.50	24.00	625	600	591	641 577
20	15.50	18.00	26.00	862	775	—	725 850
24	18.50	22.00	30.00	1423	1301	1150	1020 985
30	21.50	25.00	33.00	1942	1820	—	1843 1585
36	24.50	28.00	36.00	2929	2310	—	2513 2310
42	27.50	31.00	—	3410	—	—	3410 —
48	30.50	34.00	—	4595	—	—	4595 —

45° (1/8) BENDS							
Size	Domestic				Import		
	R	Y	Z	Weight			
				MJ	MJxPE	MJxFE	
*2	1.96	1.80	—	12	—	—	—
3	3.62	3.00	11.00	30	—	—	30 30
4	4.81	4.00	12.00	53	48	45	48 48
6	7.25	5.00	13.00	77	60	60	77 61
8	8.44	5.50	13.90	110	107	111	117 123
10	10.68	6.50	14.50	156	149	167	185 188
12	13.26	7.50	15.50	214	215	198	223 215
14	12.06	7.50	15.90	300	—	—	270 —
16	13.25	8.00	16.00	391	—	349	335 320
18	14.50	8.50	16.50	527	416	455	487 395
20	16.88	9.50	17.80	831	543	537	527 500
24	18.12	11.00	19.00	890	1089	825	754 715
30	27.75	15.00	22.00	1898	—	1510	1451 1275
36	35.00	18.00	26.00	2372	—	1930	2178 1630
42	42.25	21.00	—	3020	—	—	2885 —
48	49.50	24.00	—	4170	—	—	4080 —

22 1/2° (1/16) BENDS							
Size	Domestic				Import		
	R	Y	Z	Weight			
				MJ	MJxPE	MJxFE	
3	7.56	3.00	11.00	30	—	—	30 —
4	10.06	4.00	12.00	52	—	—	51 ~5
6	15.05	5.00	13.00	77	71	70	75 70
8	17.82	5.50	13.50	110	107	103	108 108
10	22.82	6.50	14.50	156	155	163	159 160
12	27.62	7.50	15.50	214	215	212	199 220
14	25.12	7.50	15.50	300	—	—	275 —
16	27.62	8.00	16.00	391	344	334	318 325
18	30.19	8.50	16.50	527	422	423	430 405
20	35.19	9.50	17.50	631	—	575	545 505
24	37.66	11.00	19.00	880	860	930	758 725
30	57.81	15.00	23.00	1898	—	1540	1400 1400
36	72.88	18.00	26.00	2372	—	1970	2121 1970
42	88.00	21.00	—	3020	—	—	3020 —
48	103.06	24.00	—	4170	—	—	4170 —

Tyler Union does not recommend the use of wedge action restraints on plain end fittings





Turtle Caps

Image
coming
soon

8VR Cast iron Vermin Watertight Cap

Part Number	Description	Pcs/Ctn	Master Ctn	Weight	O.D. Case Size	Conduit Tap Size
8VR	8"V/RES CAP 8.6OD 1.25"CONDUIT	1	1	20.5 lbs	8 5/8"	1 1/4"

*VR Vermin resistant cast iron cap, includes rubber gasket, large vented screen, and 1-1/4" conduit tapping



ABS Vermin Watertight Turtle Cap

- *CISTERN CAP*

turtle cap replacement parts

Part Number	Description	Pcs/Ctn	Master Ctn	Weight	O.D. Case Size	Conduit Tap Size	ABS Lid & CL Base Ring
4.5PM1	4.5"TURTLE ABS/IRON 5OD 1"COND	1	1	4lbs	5"	1"	x
4.5PM61	4.5" TURTLE CAP ABS/IRON	1	1	24 lbs	5"	1"	x
4PM1	4"TURTLE ABS/IRON 4.5OD 1"COND	1	1	3.8lbs	4 1/2"	1"	X
4PM61	4"TURTLE ABS/IRON 4.5OD 1 COND	1	1	23lbs	4 1/2"	1"	X
4PT1	4"TURTLE ABS/PVC 4.5OD 1"COND	1	1	1.3 lbs	4 1/2"	1"	
4PT61	4"TURTLE ABS/PVC 4.5OD 1 COND	1	1	8 lbs	4 1/2"	1"	
5.5PM1	5.5"TURTLE ABS/IRON 6OD 1"COND	1	1	5 lbs	6"	1"	x
5.5PM61	5.5" TURTLE CAP ABS/IRON	1	1	30 lbs	6"	1"	x
5PM1	5"TURTLE ABS/IRON 5.6OD 1"COND	1	1	4.2 lbs	5 9/16"	1"	x

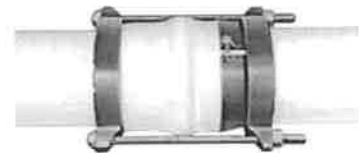
JCM 610 Sur-Grip Fitting Restrainer

4" - 12" for use with C-900 PVC, Ductile Iron Pipe, DIP HDPE
 4" - 8" for use on IPS PVC, IPS HDPE

Anchors IPS PVC, C-900 PVC Pipe and Ductile Iron Pipe to mechanical joint and other type fittings provided with anchor lugs.



PIPE SIZE		CATALOG NUMBER	SERRATED COMPRESSION RING BODY	T-HEAD BOLTS		APPR. WT.EA. (LBS.)
NOM.	O. D.			WIDTH	SIZE	
4	4.50	610-0450	2-1/2"	3/4 X 9-1/2	2	12
4	4.80	610-0480	2-1/2"	3/4 X 9-1/2	2	12
6	6.63	610-0663	2-1/2"	3/4 X 9-1/2	2	15
6	6.90	610-0690	2-1/2"	3/4 X 9-1/2	2	15
8	8.63	610-0863	2-3/4"	3/4 X 9-1/2	2	22
8	9.05	610-0905	2-3/4"	3/4 X 9-1/2	2	22
10	11.10	610-1110	2-3/4"	3/4 X 9-1/2	4	31
12	13.20	610-1320	2-3/4"	3/4 X 9-1/2	4	41



JCM 620 Sur-Grip Bell Joint/Fuse Joint Restrainer

4" - 12" for use with C-900 PVC, Ductile Iron Pipe, DIP HDPE
 4" - 8" for use on IPS PVC, IPS HDPE

Anchors IPS PVC, C-900 PVC Pipe and Ductile Iron Pipe over the bell, flexible couplings and other low profile joints.



PIPE SIZE		CATALOG NUMBER	SERRATED COMPRESSION RING BODY	COMPRESSION FOLLOWER RING		BOLTS		APPR. WT. EA. (LBS.)
NOM.	O. D.			WIDTH	WIDTH	QTY.	SIZE	
4	4.50	620-0450	2-1/2"	1-3/8"	2	3/4 X 12	2	16
4	4.80	620-0480	2-1/2"	1-3/8"	2	3/4 X 12	2	16
6	6.63	620-0663	2-1/2"	1-1/2"	2	3/4 X 12	2	21
6	6.90	620-0690	2-1/2"	1-1/2"	2	3/4 X 12	2	21
8	8.63	620-0863	2-3/4"	1-3/4"	2	3/4 X 14	2	32
8	9.05	620-0905	2-3/4"	1-3/4"	2	3/4 X 14	2	32
10	11.10	620-1110	2-3/4"	1-3/4"	2	3/4 X 18-1/2	4	49
12	13.20	620-1320	2-3/4"	1-3/4"	2	3/4 X 18-1/2	4	63

JCM 610 and 620 Sur-Grip Restrainers are rated for 235 PSI on DR-18 PVC Pipe, and are equal to the pipe rating on other classes. JCM 610 and 620 Sur-Grip Restrainers are rated for 350 PSI on Ductile Iron Pipe offering a 2:1 safety factor.

Model 81-02 (Uses 100-01 Hytrol Reverse Flow Main Valve)

Pressure Ratings (Recommended Maximum Pressure - psi)

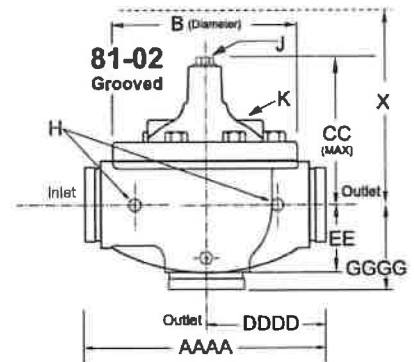
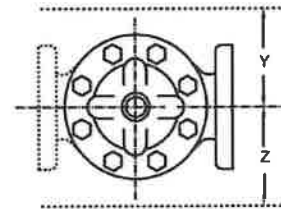
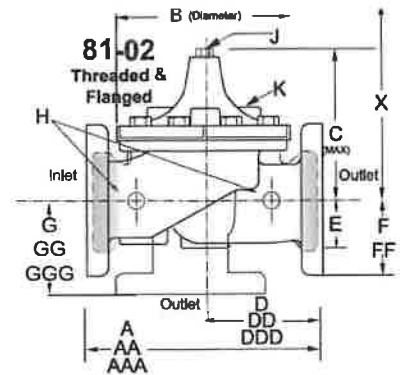
Valve Body & Cover		Pressure Class				
		Flanged		Grooved	Threaded	
Grade	Material	ANSI Standards*	150 Class	300 Class	300 Class	End‡ Details
ASTM A536	Ductile Iron	B16.42	250	400	400	400
ASTM A216-WCB	Cast Steel	B16.5	285	400	400	400
UNS 87850	Bronze	B16.24	225	400	400	400

Note: * ANSI standards are for flange dimensions only.
 Flanged valves are available faced but not drilled.
 ‡ End Details machined to ANSI B2.1 specifications.
Valves for higher pressure are available; consult factory for details

Materials

Component	Standard Material Combinations		
Body & Cover	Ductile Iron	Cast Steel	Bronze
Available Sizes (inches)	2" - 24"	2" - 16"	2" - 16"
Available Sizes (mm)	50 - 600 mm	50 - 400 mm	50 - 400 mm
Disc Retainer & Diaphragm Washer	Cast Iron	Cast Steel	Bronze
Trim: Disc Guide, Seat & Cover Bearing	Bronze is Standard Stainless Steel is Optional		
Disc	Buna-N® Rubber		
Diaphragm	Nylon Reinforced Buna-N® Rubber		
Stem, Nut & Spring	Stainless Steel		

For material options not listed, consult factory.
 Cla-Val manufactures valves in more than 50 different alloys.



Model 81-02 Dimensions (inches)

Valve Size (Inches)	2	2½	3	4	6	8	10	12	14	16	18	20	24
A Threaded	9.38	11.00	12.50	—	—	—	—	—	—	—	—	—	—
AA 150 ANSI	9.38	11.00	12.00	15.00	20.00	25.38	29.75	34.00	39.00	41.38	46.00	52.00	61.50
AAA 300 ANSI	10.00	11.62	13.25	15.62	21.00	26.38	31.12	35.50	40.50	43.50	47.64	53.62	63.24
AAAA Grooved End	9.00	11.00	12.50	15.00	20.00	25.38	—	—	—	—	—	—	—
B Diameter	6.62	8.00	9.12	11.50	15.75	20.00	23.82	28.00	32.75	35.50	41.50	45.00	53.16
C Maximum	6.50	7.56	8.19	10.62	13.38	16.00	17.12	20.88	24.19	25.00	39.06	41.90	43.93
CC Maximum Grooved End	5.75	6.88	7.25	9.31	12.12	14.62	—	—	—	—	—	—	—
D Threaded	4.75	5.50	6.25	—	—	—	—	—	—	—	—	—	—
DD 150 ANSI	4.75	5.50	6.00	7.50	10.00	12.69	14.88	17.00	19.50	20.81	—	—	30.75
DDD 300 ANSI	5.00	5.88	6.38	7.88	10.50	13.25	15.56	17.75	20.25	21.62	—	—	31.62
DDDD Grooved End	4.75	—	6.00	7.50	—	—	—	—	—	—	—	—	—
E	1.50	1.69	2.06	3.19	4.31	5.31	9.25	10.75	12.62	15.50	12.95	15.00	17.75
EE Grooved End	2.50	2.88	3.12	4.25	6.00	7.56	—	—	—	—	—	—	—
F 150 ANSI	3.00	3.50	3.75	4.50	5.50	6.75	8.00	9.50	10.50	11.75	15.00	16.50	19.25
FF 300 ANSI	3.25	3.75	4.13	5.00	6.25	7.50	8.75	10.25	11.50	12.75	15.00	16.50	19.25
G Threaded	3.25	4.00	4.50	—	—	—	—	—	—	—	—	—	—
GG 150 ANSI	3.25	4.00	4.00	5.00	6.00	8.00	8.62	13.75	14.88	15.69	—	—	22.06
GGG 300 ANSI	3.50	4.31	4.38	5.31	6.50	8.50	9.31	14.50	15.62	16.50	—	—	22.90
GGGG Grooved End	3.25	—	4.25	5.00	—	—	—	—	—	—	—	—	—
H NPT Body Tapping	0.375	0.50	0.50	0.75	0.75	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
J NPT Cover Center Plug	0.50	0.50	0.50	0.75	0.75	1.00	1.00	1.25	1.50	2.00	1.00	1.00	1.00
K NPT Cover Tapping	0.375	0.50	0.50	0.75	0.75	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Stem Travel	0.60	0.70	0.80	1.10	1.70	2.30	2.80	3.40	4.00	4.50	5.10	5.63	6.75
Approx. Ship Weight (lbs)	35	50	70	140	265	500	780	1165	1600	2265	2982	3900	6200
Approx. X Pilot System	13	14	15	17	29	31	33	36	40	40	43	47	68
Approx. Y Pilot System	9	10	11	12	20	22	24	26	29	30	32	34	39
Approx. Z Pilot System	9	10	11	12	20	22	24	26	29	30	32	34	39



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Stainless Steel Pitless Adapters

- #304 Stainless Steel
- Large gasket for more efficient sealing on casing
- Chamfered slide for easy installation



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P-125-SS

Product: P-125-SS
Description: 1-1/4" 304S.S. PITLESS ADAPTER
List Price-A: 140.53
Carton / Case: 8 /
Class: 34502
Size: 1-1/4"
Make: Bll
Drop Pipe Size: 1-1/4"
Casing Size: 5" - 12"
Hole Saw Size: 2-1/8"
Shipping Weight: 4.90
Working Load-lbs: 6000
Materials: 304 Stainless Steel
Standard: No Lead Lead Free Third Party
Standard: Water Systems Council

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4" SERIES V PUMPS - 20 GPM TANK PUMPS - CISTERN

HP	PSI	Depth to Pumping Water Level (Lift) in Feet. Shaded Areas Indicate Most Efficient Performance																		Shut-Off (ft)					
		20	40	60	80	100	120	140	160	180	200	240	260	300	350	400	440	480	500		500	700	800	900	1000
3/4	0				24	22	21	18	14																
	20		23	21	19	17	12																		
	30	23	21	19	17	11																			
	40	21	19	17	10																				
	50	19	16	10																					
	60	14																							
	Shut-off PSI	74	65	56	48	39	30	22	13																
1	0				27	26	24	22	20	18	11														
	20			27	26	24	22	20	18	15	8														
	30			27	26	24	22	19	17	14	7														
	40	27	25	23	21	19	17	13																	
	50	25	23	21	19	16	12																		
	60	23	21	18	16	11																			
	70	20	18	15	10																				
80	18	15	9																						
Shut-off PSI	100	91	83	74	66	57	48	40	31	22	5														
1.5	0					27	25	24	23	21	18	16	10												
	20					27	25	24	23	21	18	16	10												
	30					26	25	24	22	21	20	16	13												
	40				26	25	23	22	21	19	18	13	8												
	50		27	26	25	23	22	21	19	17	15	7													
	60	27	26	24	23	22	20	19	17	15	11														
	70	26	24	23	21	20	19	17	14	11	5														
80	24	23	21	20	18	16	14	10																	
Shut-off PSI	156	147	138	130	121	112	104	95	86	78	60	52	34	8											
2	0									24	21	20	17	12											
	20									24	23	22	20	19	16										
	30									24	23	22	21	19	17	14									
	40									24	23	22	21	19	16	14	10								
	50								24	23	22	20	19	18	14	12									
	60						24	23	22	20	19	18	16	14	12										
	80			24	23	21	20	19	18	16	14														
Shut-off PSI	187	179	170	161	153	144	135	127	118	110	92	84	66	40	23										
3	0											24	22	20	18	16	14								
	20											24	23	20	17	15	12	10							
	30											24	23	21	18	16	13	10							
	40											24	23	22	20	17	14	11							
	50										24	24	22	21	19	16	13								
	60									24	24	23	21	20	18	14	10								
	80								24	23	22	20	18	17	15	10									
Shut-off PSI	251	242	234	225	216	208	199	190	182	173	156	147	130	104	87	69	52	43							
5	0																	24	23	20	16				
	20																	24	23	20	17	11			
	30																	24	23	20	16	10			
	40																	24	22	22	17	15			
	50																	24	23	22	21	18	14		
	60																	24	23	22	21	20	16	10	
	80																	24	23	22	21	20	16	10	
Shut-off PSI	416	408	399	390	382	373	364	356	347	339	321	313	295	269	252	235	217	209	165	122	79				

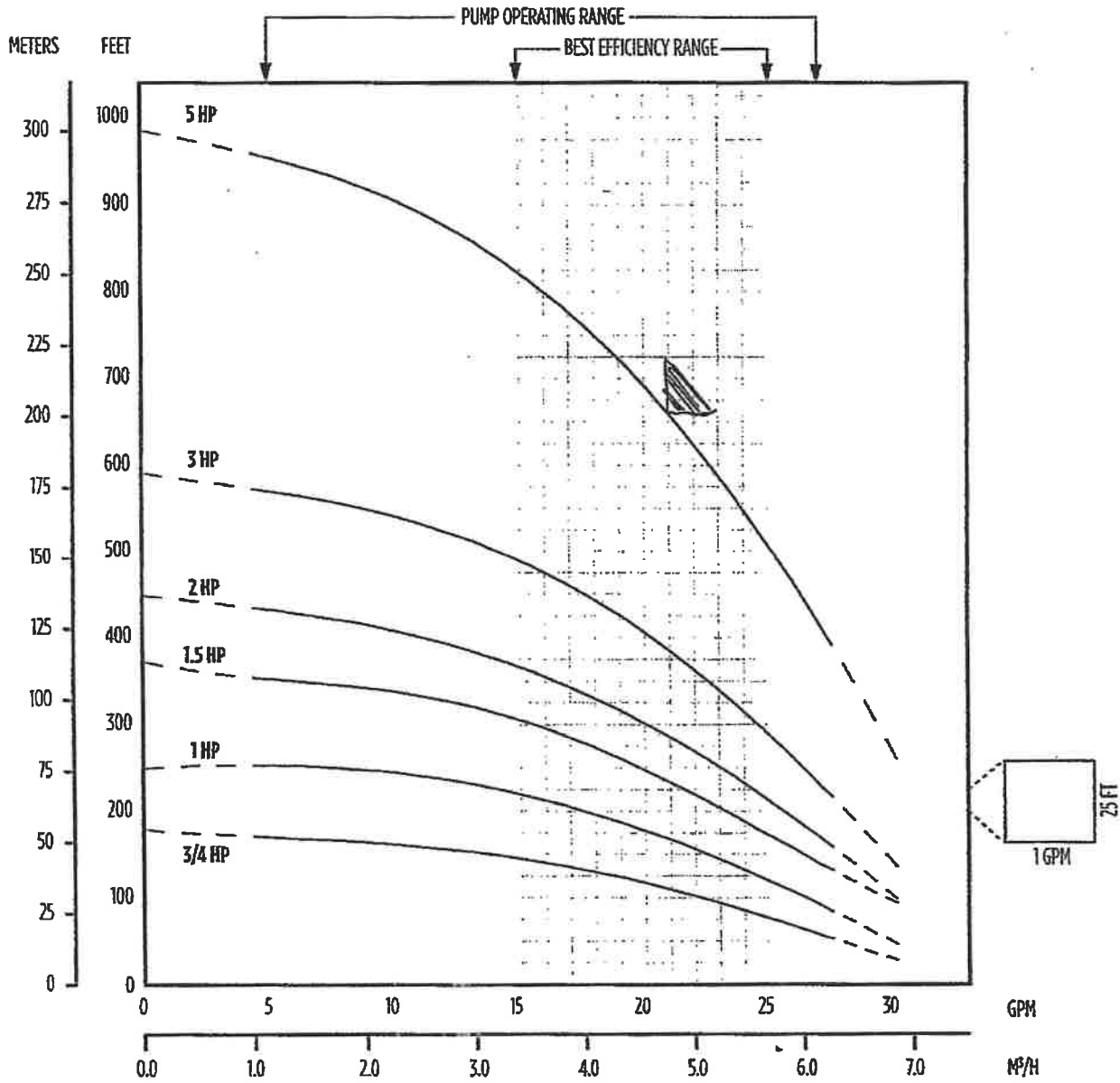
NOTES: Performance shown does not include friction loss in the drop pipe. All performance data is based on rated motor nameplate voltage.



4" SERIES V PUMPS - 20 GPM

- TANK PUMPS - CISTERN

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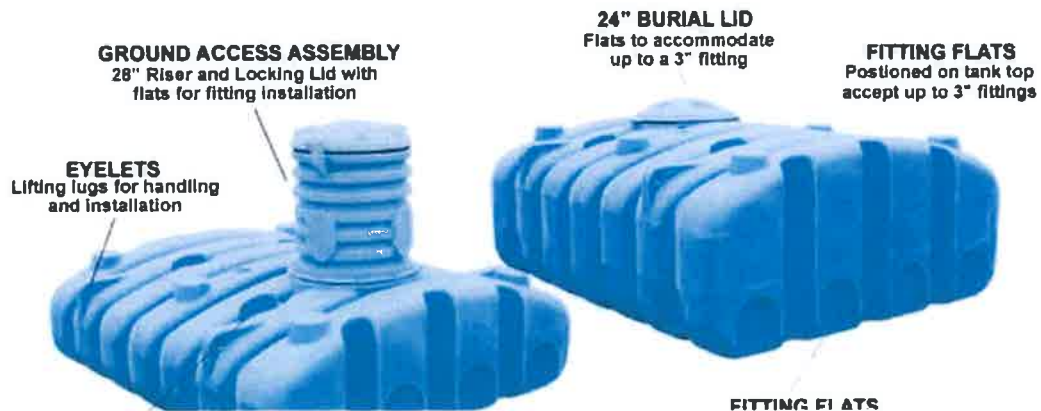
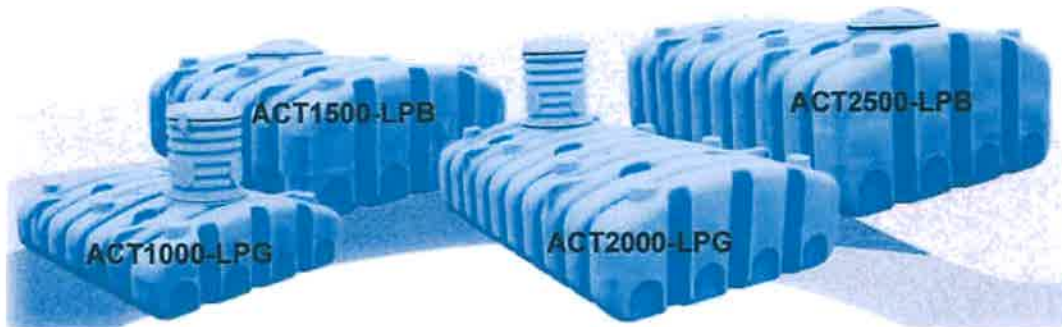
Septic Cistern

Products > Septic / Cistern > Aquifer Low Profile Cisterns

Aquifer Low Profile Cisterns

Aquifer Low Profile Cistern Tanks strong, durable, quality construction is designed for bulk collection and storage of potable or non-potable water. Tanks can be used in below and above ground applications. Aquifers can be buried up to 28" deep and can be backfilled empty.

- *Sectional Ribbing designed to withstand up to 400 PSF load pressure
- *Manufactured from high-density polyethylene with U.V. inhibitors
- *Conform to the requirements of NSF/ANSI Standard 61
- *Manufactured from FDA compliant resins
- *Low Profile design with multiple fitting flats to accommodate a variety of plumbing configurations
- *Tanks can be stacked for shipping and storage
- *Manufactured for the containment of liquids with up to 1.7 specific gravity



SUPPORT COLUMNS
Molded in columns and intermediate 4" PVC supports provide additional structural strength

Accept fittings up to 4", allowing multiple plumbing configurations

Click on links below to view additional Aquifer Low Profile Cistern Information:

[Aquifer Brochure](#)

[Aquifer Low Profile Cistern Tank Installation Guidelines](#)

[Limited Warranty and Disclaimer: Poly Tanks](#)

View technical drawings by clicking on the part number below:

† indicates can be shipped via UPS/Fed Ex

Part No.	Description	Weight	Dimensions
ACT1000-LPB	1000 Gallon Low Profile Cistern w/Burial Lid	559	98 x 111 x 36
ACT1000-LPG	1000 Gallon Low Profile Cistern w/Ground Access Assembly	595	98 x 111 x 36
ACT1500-LPB	1500 Gallon Low Profile Cistern w/Burial Lid	702	98 x 111 x 48
ACT1500-LPG	1500 Gallon Low Profile Cistern w/Ground Access Assembly	738	98 x 111 x 48
ACT2000-LPB	2000 Gallon Low Profile Cistern w/Burial Lid	917	98 x 158 x 45
ACT2000-LPG	2000 Gallon Low Profile Cistern w/Ground Access Assembly	953	98 x 158 x 45
ACT2500-LPB	2500 Gallon Low Profile Cistern w/Burial Lid	1031	98 x 158 x 54
ACT2500-LPG	2500 Gallon Low Profile Cistern w/Ground Access Assembly	1067	98 x 158 x 54
AST19553†	Aquifer Opening Restrictor	7	
ACT-16053†	Aquifer 24" Burial lid & Gasket	17	35 x 8
ACT-16052	28" Aquifer Ground Access Assembly	53	34 x 38
ACT-16054†	16" Aquifer Ground Access Assembly	43	34 x 24
Part No.	Description	Weight	Dimensions

Our Products

- [Liquid Storage & Containment](#)
- [Accessory Parts](#)
- [Septic Cistern](#)
- [OEM Custom](#)
- [Marine Products](#)
- [Sowjoy](#)
- [Snow Pushers](#)

Our Divisions

- [Ace Roto Mold](#)
- [- Rotational Molding](#)
- [Injection Molding](#)
- [- Custom Injection Molding](#)
- [Blow Molding](#)
- [- Custom Blow Molding](#)
- [Sowjoy](#)
- [- Metal Fabrication](#)

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- [Product Application Guidelines](#)
- [Frequently Asked Questions](#)
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Miscellaneous

[Sales Rep Login](#)

Website by Bass Advertising



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4010 Hospers Drive South, PO Box 425 Hospers, Iowa 51238 712-752-8432
sales@denhartogindustries.com | www.denhartogindustries.com

DEN HARTOG INDUSTRIES, INC

ACT2500-LPG

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CAUTION LABEL 19463

CAUTION
DO NOT OVER TIGHTEN BOLTS
SNUG UP ALL BOLTS THEN EVENLY TORQUE EACH BOLT TO 10 FT. LB.
FAILURE TO HEED MAY RESULT IN BOLT FAILURE AND TANK LEAKAGE

CAUTION LABEL 19471

CAUTION
28" MAXIMUM BURIAL DEPTH TO HERE
FAILURE TO HEED MAY RESULT IN TANK FAILURE

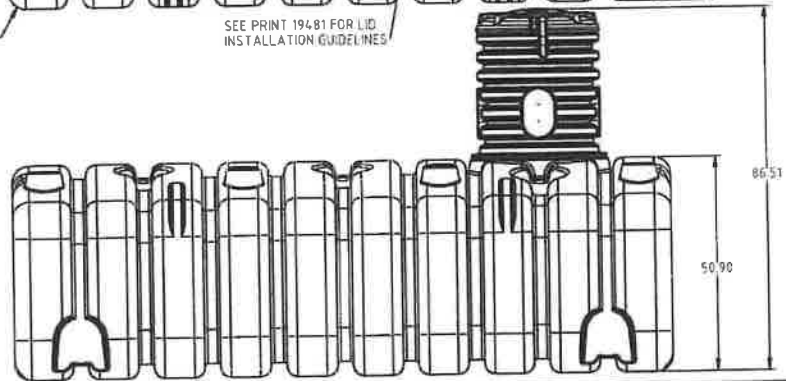
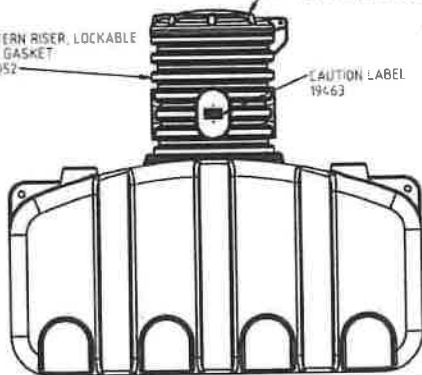
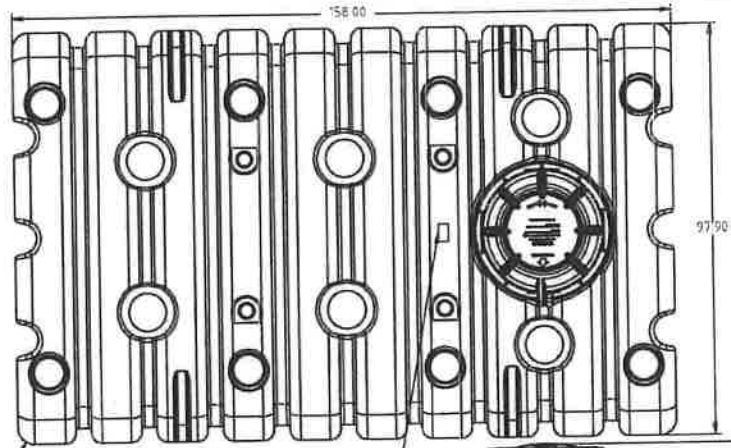
28" CISTERN RISER, LOCKABLE LID AND GASKET ACT-16052


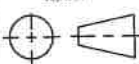
SEE PRINT 19481 FOR LID INSTALLATION GUIDELINES

R4.00

SEE PRINT 19481 FOR LID INSTALLATION GUIDELINES

CAUTION LABEL 19463



REV		DESCRIPTION		BY / DATE	CEN	DRAWN / DATE ADH 4/8/10	APPROV. / DATE REH 4/14/10	MATERIAL	 <p>Den Hartog INDUSTRIES, INC.</p> <p>Adv. Roto-Mold Injection Molding Blow Molding Bowjoy 6010 HOSPERS DRIVE S. BOX 425, HOSPERS, IDWA 51238-0425</p>
ALL DIMENSIONS ARE IN DECIMAL INCHES TOLERANCES UNLESS OTHERWISE SPECIFIED POLYETHYLENE 1" @ 68° F						SHOT WEIGHT: SHIPPING WEIGHT 106 / 00 LBS FINISH:		NOTES	
				90° ANGLE PROJECTION AND DIM.				DESCRIPTION 2500 GALLON LOW PROFILE CISTERN WITH GROUND ACCESS ASSEMBLY	
								SCALE: N S PART NO: ACT2500-LPG	

Plans

PLANS AND SPECIFICATIONS (DCPWS Section 1.5)

Project Title: Sanctuary of Peace POA Water System

Plans Description and key sheets

See attached plans following

Pertinent Specifications for Design

See attached plans following

ATTACH PLANS AND INCLUDE SPECS.



VICINITY MAP
NOT TO SCALE

DATE: 01/14/2020



PROJECT NO: 19-002

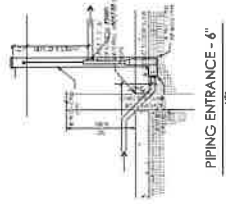
DATE: 01/14/2020

WATER SYSTEM PLAN
BUILDING PLAN

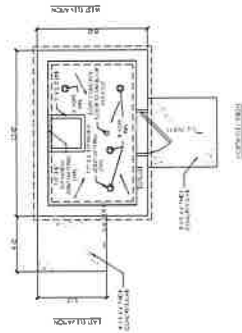
W-5 PROJECT: 61087
CLIENT: WSY&BPEL

FEBRUARY 14, 2020
SHEET 5 OF 6

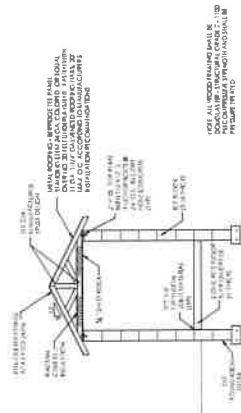
PUDSP-19-002



PIPING ENTRANCE - 6'
NB



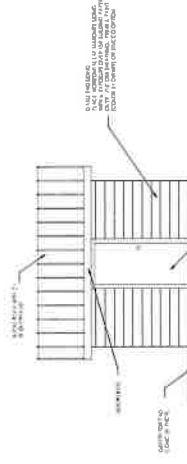
PLAN VIEW
SCALE: 1/8" = 1'-0"



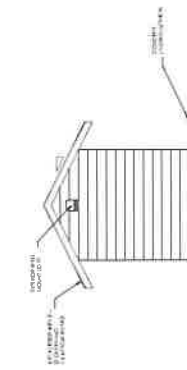
BUILDING SECTION
SCALE: 1/4" = 1'-0"



WEST ELEVATION
SCALE: 1/8" = 1'-0"

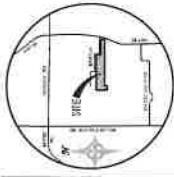


NORTH ELEVATION
SCALE: 1/8" = 1'-0"



EAST ELEVATION
SCALE: 1/8" = 1'-0"

Attachment 5
Distribution system schematic



VICINITY MAP
NO. 10-02-01

REVISIONS
DATE: 10/15/19
BY: [Redacted]
CHECKED BY: [Redacted]



REVISED

DESIGNED BY: [Redacted]
CHECKED BY: [Redacted]
DATE: 10/15/19

SANCTUARY OF PEACE
RESIDENTIAL COMMUNITY

OVERALL
WATER SYSTEM PLAN

PROJECT NO. 61087
DATE: 10/15/19

FEBRUARY 14, 2020
SHEET 1 OF 1



PUDSF-19-002

Attachment 6
Organizational chart

Organizational Chart

Vincent Crowder

Sanctuary of Peace POA

Water Operator

Contact List

Contact Name	Contact Position	Contact Address	Contact Phone #	Contact E-Mail Address
Vincent Crowder	POA Manager	3190 Benet Lane Colorado Springs, CO 80921	Cell (719) 355-1639 OFC (719) 633-0655	VCROWDER@BENETHILLMONASTERY.ORG
David Stanford	ORC	P.O. Box 1903 Woodland Park, CO 80866	(719) 687-2386	d.stanford@h2oconsultants.biz

Owner/Legal Entity

Name: Vincent Crowder/Sanctuary of Peace POA

List of Primary Responsibilities:

√	Ensure the facility is operated by an Operator in Responsible Charge (ORC) with appropriate certifications
√	Ensure all process control and system integrity decisions about water quality or quantity affecting public health or environment are made by an ORC
√	Ensure a certified operator is available on-site or in contact as needed to initiate appropriate actions in a timely manner for each operating shift
√	Keep a current ORC Reporting Form on file with the Water Quality Control Division

Requirements or Certifications

List of Additional Responsibilities:

√	Provide Funding
√	Work with operator

Owner/Legal Entity

Name: David Stanford/H2O Water Consultants/Water Treatment Plant Operator

List of Primary Responsibilities:

√	Control the processing of raw, treated, and finished water
√	Prepare and control chemical addition for water
√	Observe and respond to variations in operating conditions
√	Interpret instrument readings and adjust
√	Operate valves, gates and pumps
√	Maintain logs and records
√	Collect and/or analyze process control samples
√	Inspect and test new, modified, or repaired facilities prior to placing them in service
√	Implement preventative maintenance programs for facilities
√	Comply with laws, regulations, and reporting requirements

Requirements or Certifications

√	"C" Level Water Operator's Certificate & Level "1" Distribution System Certificate

List of Additional Responsibilities:

√	Keep records, Monitoring Plan, Operations Manual & Cross Control Program Manuals Current.

Attachment 7
Monitoring plan

Public Water System Monitoring Plan

System Name	SANCTUARY OF PEACE POA
PWSID (Assigned by Department)	CO0121702
County	El Paso
School or Daycare	No
Describe Changes	Proposed New Water System

Submittal to the Department

Submit Online (Preferred): wqcdcompliance.com/login

Fax: 303-758-1398

WQCD - B2 - Drinking Water CAS

4300 Cherry Creek Drive South

Denver, CO 80246-1530

Revisions

Water systems are required to submit any changes to the Department within thirty (30) calendar days following the effective date of the change. **If submitting revisions please only submit the individual section(s) that changed.**

Monitoring Schedules

All routine monitoring information, facilities and sample points (with state assigned IDs), system classification, and system source classification is available at wqcdcompliance.com/schedules. Schedules are updated on a weekly basis and should be checked regularly for any changes.

Immediately call **303-692-3308** (or **1-877-518-5608** if after-hours) for:

1. Positive coliform or Positive *E. coli*.
2. Nitrate greater than or equal to 10.0 mg/L.
3. Nitrite greater than or equal to 1.0 mg/L.
4. Surface water high turbidity or inadequate disinfection.
5. Chlorine dioxide greater than or equal to 0.8 mg/L.
6. Chlorite greater than or equal to 1.0 mg/L.

Contact Information

Completed by: **Dave Stanford**

Signature:



Certification of Accuracy: I hereby certify that the information is true, accurate, and complete to the best of my knowledge and belief. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

System Physical Address (Not Mailing)

Address: **Promise Point**

City: **Colorado Springs** State: **CO** Zip: **80921**

System Phone: **719-355-1639** System Email: **VCROWDER@BENETHILLMONASTERY.ORG**

Administrative Contact (AC) Name: **VINCENT CROWDER**

(The primary contact person for all Department mail or other communications regarding drinking water compliance)

Mailing Address: **3190 BENET LANE**

City: **COLORADO SPRINGS** State: **CO** Zip: **80921**

Phone: **719-355-1639** E-mail: **VCrowder@benethillmonastery.org**

**** If the Administrative Contact is also the Distribution or Treatment Operator and is not the owner or legal representative of the water system (e.g. contract operator), a signed delegation form must be submitted. (Form can be downloaded at: <https://www.colorado.gov/cdphe/monitoringplans>) ****

Legally Responsible Water System Owner Name: **BENET HILL MONASTERY OF CO SPRINGS INC**

(An individual, corporation, partnership, association, state or political subdivision thereof, municipality, or other legal entity)

Mailing Address: **3190 BENET LANE**

City: **COLORADO SPRINGS** State: **CO** Zip: **80921**

Phone: **719-633-0655** Email: **VCROWDER@BENETHILLMONASTERY.ORG**

Emergency Contact Name: **David Stanford**

(Someone the Department can contact in an emergency if the administrative contact is unavailable)

Phone: **719-687-2386** Email: **D.STANFORD@H2OCONSULTANTS.BIZ**


Distribution System (DS) Operator Name: **DAVID STANFORD**

(A certified operator designated by the owner to have ultimate responsibility for decisions regarding operational activities)

Operator ID#: **6107** (not the certificate number)

Phone: **719-687-2386**

Email: **D.STANFORD@H2OCONSULTANTS.BIZ**

DS Operator Signature: 

Treatment Operator Name: **DAVID STANFORD** Same as DS? **Yes/No**

(A certified operator designated by the owner to have ultimate responsibility for decisions regarding operational activities)

Operator ID#: **6107** (not the certificate number)

Phone: **719-687-2386** Email: **D.STANFORD@H2OCONSULTANTS.BIZ**

Treatment Operator Signature: 

Population Types and Seasons

Completed by: **Dave Stanford**

Signature:



Certification of Accuracy: I hereby certify that the information is true, accurate, and complete to the best of my knowledge and belief. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

Service Connections provide water through a pipe or constructed conveyance for human consumption which includes drinking, showering, hand-washing, or cooking. Examples of service connections: single family homes, a metered multi-family dwelling unit, a business building, a mobile home trailer, or camp spigot.

Total Number of Service Connections (Residential and Commercial): 27

Resident Population is the number of people who live there.

Resident Population: 54

Non-Transient Population is the number of same people who have regular opportunity to consume the water for six months or more per calendar year, but do not reside there. These are usually students or employees. Regular opportunity is defined as four or more hours per day, for four or more days per week, for six months or more per year.

Non-Transient Population: N/A Season **N/A** (month) to **N/A** (month)

Transient Population is the daily average number of people who have an opportunity to consume the water, but are not residents or non-transients. These are customers, visitors, or seasonal employees

If your transient population varies by season you may specify multiple seasonal populations, otherwise enter January and December for the months.

Average Transients per day in the busiest month is 10 - Busy season **May** (month) to **September** (month)

Average Transients per day in the busiest month is 10 - Other season **May** (month) to **September**(month)

If you need assistance, please call (303) 692-3556 or visit colorado.gov/cdphe/dwcontact.

Definitions of the terms used in this form may be found in 5 CCR 1002-11 (Regulation 11) available at colorado.gov/cdphe/water-quality-control-commission-regulations.

Water haulers please follow the instructions in the operational handbook available at colorado.gov/cdphe/hauler.

Water Sources Definitions

Water Types

Groundwater (GW) - Any water under the surface of the ground being neither “surface water” nor “groundwater under the direct influence of surface water.”

Surface water (SW) - Any water source that is open to the atmosphere and subject to surface runoff.

Groundwater under the direct influence of surface water (GWUDI or GU) - Any water beneath the surface of the ground with significant occurrence of insects or other macro-organisms, algae or large-diameter pathogens such as *Giardia lamblia* or *Cryptosporidium*; or significant and relatively rapid shifts in water characteristics such as turbidity, temperature, conductivity or pH that closely correlate to climatological or surface water conditions.

Purchased water (GWP, SWP or GUP) - Water that you receive (whether or not you purchase it) from another water system or water hauler.

Integration agreement - An agreement between two or more public water systems, one of which is a wholesale/supply system, whose distribution systems are physically connected. The systems agree to operate using a common set of standards that the wholesale system establishes for the purpose of maintaining and protecting drinking water quality. Integrated systems must submit their agreement to the Department for approval.

Availability

Permanent (P) - A primary water facility.

Emergency (E) - A water facility that is used only as the result of extreme circumstances, and is otherwise kept offline. This type of facility is most likely never used. Nitrate and total coliform samples would need to be obtained within 2 days after start-up and the **Department must be notified of start-up within 24-hours.**

Interim (I) - A water facility that is either used as a result of high water demand or out of necessity to maintain water rights. The facility may be used once every few weeks or months or once every few years. Routine Sampling will be required at the Entry Point to the Distribution System.

Seasonal (S) - A water facility that is typically used every year to aid a system in meeting high water demands. While a water system may not know when it will need a seasonal source, it is most often used every year. These also may be referred to as peaking facilities. Routine sampling will be required at the Entry Point to the Distribution System.

Water Source Details

Completed by: Dave Stanford

Signature: 

Groundwater Sources					
Facility ID (Assigned by Department)	Name	Availability (P, E, I, or S)	If seasonal, include months anticipated to be in operation	DNR Permit # - Aquifer Name	Well Depth at Completion
	Well # 1	P			1,000

Ground Water Under the Direct Influence of Surface Water Sources (GWUDI)					
Facility ID (Assigned by Dept)	Name	Availability (P, E, I, or S)	If seasonal, include months anticipated to be in operation	DNR Permit # - Aquifer Name	Well Depth at Completion

Surface Water Sources			
Facility ID (Assigned by Dept)	Name	Availability (P, E, I, or S)	If seasonal, include months anticipated to be in operation

Purchased Water Sources							
Facility ID (Assigned by Dept)	PWSID - Name of Supplying Water System	Availability (P, E, I, or S)	If seasonal, include months anticipated to be in use	Type (GW, SW or GWUDI)	Connection Location cross-streets	Do you receive treated or raw water	Approved Integration Agreement? Yes / No

Combined Raw Source Sampling Locations					
Used when raw sources blend and there is a sample tap that represents multiple blended sources					
Facility ID (Assigned by Dept)	Name	Availability (P, E, I, or S)	If seasonal, include months anticipated to be in use	Combining Sources Facility IDs and Names	Treatment Plant it Flows to

Water Treatment Codes

The codes below are generated by the USEPA for the purpose of standardizing the treatment processes as they are cataloged and tracked within the federal and state database programs. Water systems should have individual process flow diagrams for treatment; from these diagrams, each process should have an associated name. If you struggle to understand the different treatment codes below, please contact the Division's Engineering Section for assistance.

DISINFECTION

GASEOUS CHLORINATION (401)
HYPOCHLORINATION BLEACH (421)
CHLORAMINES (200)
CHLORINE DIOXIDE (220)
ULTRAVIOLET RADIATION (720)
OZONATION (541)
CONTACT TIME PROVIDED (825)

FILTRATION

ANION EXCHANGE (836)
CATION EXCHANGE (835)
FILTRATION, BAG (801)
FILTRATION, BAG - ROUGHING (810)
FILTRATION, CARTRIDGE (341)
FILTRATION, CARTRIDGE - ROUGHING (865)
FILTRATION, MICROFILTRATION (895)
FILTRATION, PRESSURE SAND (344)
FILTRATION, RAPID SAND (345)
FILTRATION, ULTRAFILTRATION (347)
FILTRATION, GREENSAND (343)
NANOFILTRATION (890)
NATURAL OR RIVERBANK FILTRATION (GWUDI) (826)
REVERSE OSMOSIS (640)

PRETREATMENT, COAGULATION AND SEDIMENTATION

AERATION (820)
ACTIVATED CARBON, GRANULATED (121)
ACTIVATED CARBON, POWDERED (125)
COAGULATION (240)
DISSOLVED AIR FLOTATION (880)
FLOCCULATION (360)
HYDRAULIC JET MIXING (831)
IN LINE STATIC MIXING (830)
MICROSCREENING (520)
PERMANGANATE (560)
PRESEDIMENTATION (840)
RAPID MIX (600)
SEDIMENTATION (660)
UPFLOW CLARIFIER (845)

OTHER FORMS OF TREATMENT

ACTIVATED ALUMINS (100)
ALGAE CONTROL (160)
BLENDING (896)
FLUORIDATION (380)
INHIBITOR, SILICATE (449)
INHIBITOR/SEQUESTERING AGENT, PHOSPHATE BASED (815)
PEROXIDE (580)
PH ADJUSTMENT - SUPPRESSION (847)
PH ADJUSTMENT - ELEVATION (848)
REDUCING AGENT (620)

Water Treatment Plant Details

Completed by: **Dave Stanford**

Signature: 

Treatment Plants				
Facility ID (Assigned by Department)	Plant Name	Availability (P, E, I, or S)	If seasonal, include months anticipated to be in operation	Contributing Sources Facility IDs and Names
	SANCTUARY OF PEACE WTP	P		Well #1
Treatment Codes (see previous page for codes)				
Provide a Detailed Description of the Water Treatment System (including descriptions of tanks used for disinfection contact time)				
<p>Water will be pumped from well #1 to the treatment plant. HYPOCHLORINATION BLEACH (421) will be added to the raw well water at the water treatment/controls plant. Chlorinated water will move to chlorine contact tanks. From chlorine contact tanks water will flow to a water storage tank. The water distribution system will be pressurized using pumps drawing water from the water storage tank.</p>				

Distribution System Definitions

Entry point -A location before or at the first customer which is representative of treated (finished) water. The entry point may represent treated water from multiple treatment plants and/or multiple sources. Sometimes the water treatment plant is the first tap.

Distribution system storage facility - Any treated (finished) water storage tank at the treatment plant or in the distribution system that is not considered part of disinfection contact time (i.e. after the entry point).

Booster treatment facilities - Any chemical booster stations after the first customer (such as disinfection or corrosion control chemical booster stations in the distribution system).

Consecutive connection - A master meter connection from your water system to another water system for purposes of supplying drinking water to the other system.

Integration agreement - An agreement between two or more public water systems, one of which is a wholesale/supply system, whose distribution systems are physically connected. The systems agree to operate using a common set of standards that the wholesale system establishes for the purpose of maintaining and protecting drinking water quality. **Integrated systems must submit their agreement to the Department for approval.**

Pump station - A facility used to pump water or increase water pressure. Pump stations are not used for chemical additions or other treatment and do not need to be reported on this form.

Distribution System Details

Completed by: Dave Stanford

Signature: 

Number of Distribution Systems

How many distribution systems does the system have? 1 If more than one, how are the distribution systems operated? (i.e. are they completely independent of each other or does water flow from one to another through operator-controlled valves, etc.):

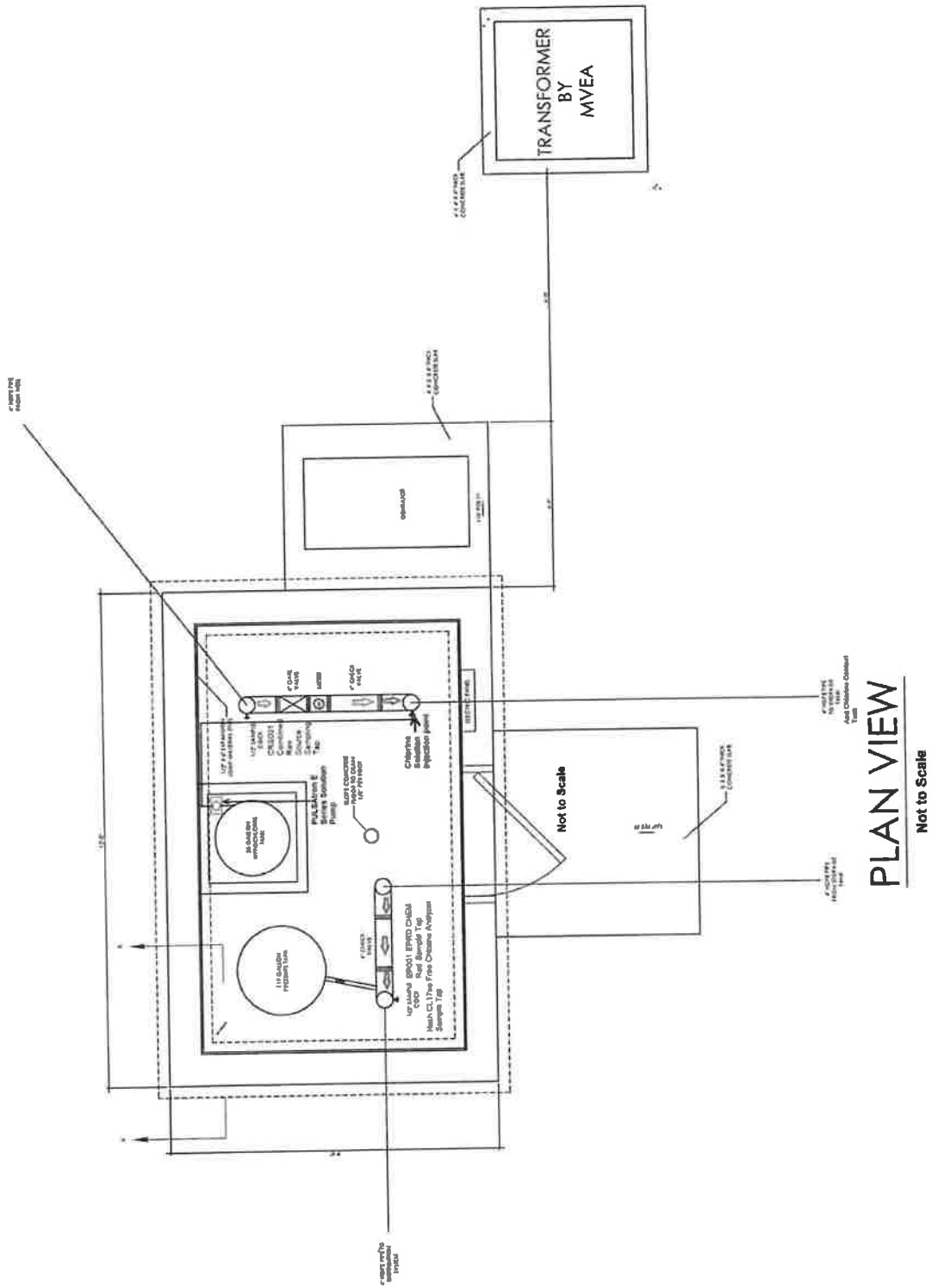
Entry Points to Distribution System	
<i>Residual Disinfectant, Nitrate, Nitrite, Inorganics, Volatile Organics, Synthetic Organics, Radionuclides, Chlorite, Chlorine Dioxide, and Bromate Must be Collected at All Entry Points</i>	
Facility ID (Assigned by Department)	Facility Name
	Entry Point to Distribution System

Storage & Other Facilities				
Facility ID (assigned by Department)	Facility Name	After Entry Point (In Distribution)	Contributing Treatment Plants (or Sources)	Tank Volume (gallons)
	Water Storage Tank		SANCTUARY OF PEACE WTP	

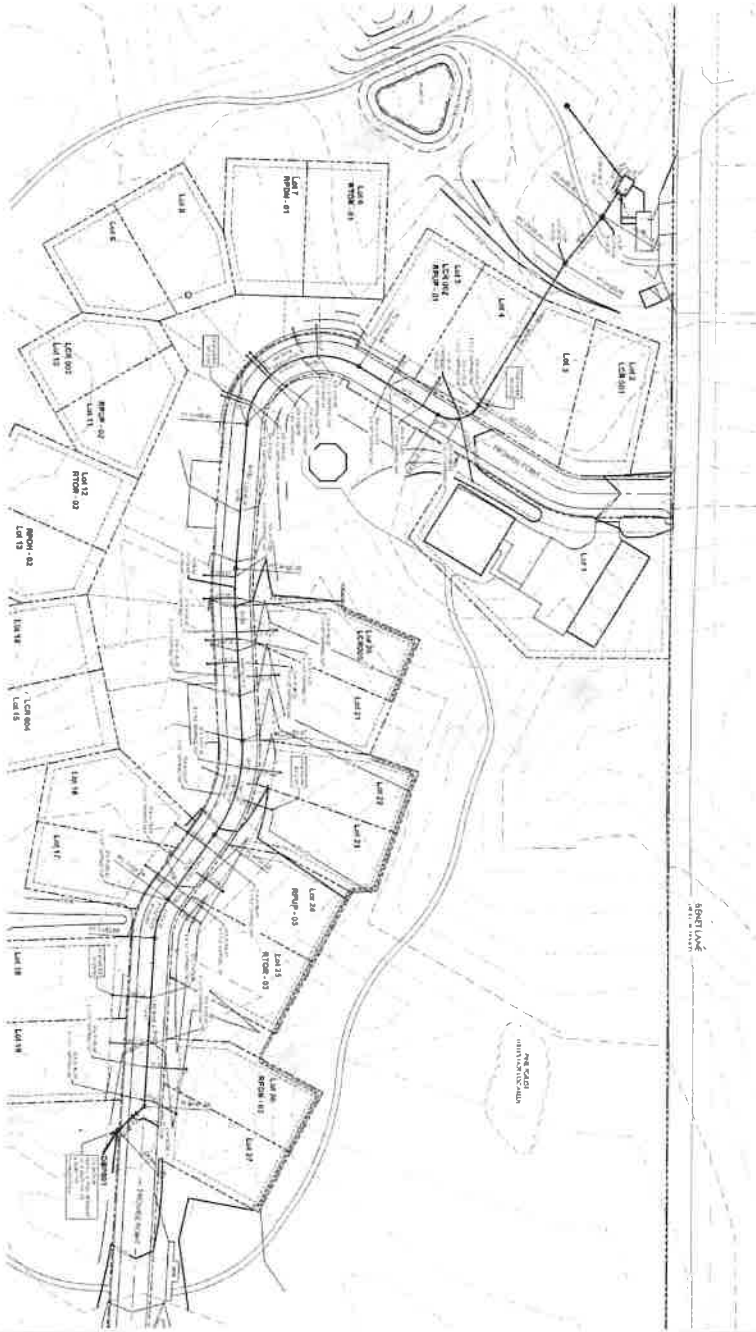
Booster Treatment Facilities (Post Entry-Point Treatment)		
Facility ID (Assigned by Department)	Facility Name	Treatment Description (use treatment codes)
	NONE	

Consecutive Connections Serving Another Water System			
Receiving System PWS ID and Name	Availability (P, E, I, or S)	Do you supply treated or raw water?	Integrated Agreement? Yes / No
NONE			

Process Schematic of Water Treatment Plant



Map of Distribution System



WATER SYSTEM MATERIAL
 1. 4" Schedule 40 Black Iron Pipe (ASTM A 232)
 2. 4" Schedule 40 Black Iron Fittings (ASTM A 232)
 3. 4" Schedule 40 Black Iron Flanges (ASTM A 232)
 4. 4" Schedule 40 Black Iron Weld Neck Flanges (ASTM A 232)
 5. 4" Schedule 40 Black Iron Elbows (ASTM A 232)
 6. 4" Schedule 40 Black Iron Tees (ASTM A 232)
 7. 4" Schedule 40 Black Iron Crosses (ASTM A 232)
 8. 4" Schedule 40 Black Iron Caps (ASTM A 232)
 9. 4" Schedule 40 Black Iron Blind Flanges (ASTM A 232)
 10. 4" Schedule 40 Black Iron Gaskets (ASTM A 232)
 11. 4" Schedule 40 Black Iron Bolts (ASTM A 232)
 12. 4" Schedule 40 Black Iron Nuts (ASTM A 232)
 13. 4" Schedule 40 Black Iron Washers (ASTM A 232)
 14. 4" Schedule 40 Black Iron Lock Washers (ASTM A 232)
 15. 4" Schedule 40 Black Iron Stud Bolts (ASTM A 232)
 16. 4" Schedule 40 Black Iron Anchor Bolts (ASTM A 232)
 17. 4" Schedule 40 Black Iron U-Bolts (ASTM A 232)
 18. 4" Schedule 40 Black Iron Eye Bolts (ASTM A 232)
 19. 4" Schedule 40 Black Iron Hook Bolts (ASTM A 232)
 20. 4" Schedule 40 Black Iron Split Pins (ASTM A 232)
 21. 4" Schedule 40 Black Iron Cotter Pins (ASTM A 232)
 22. 4" Schedule 40 Black Iron Safety Pins (ASTM A 232)
 23. 4" Schedule 40 Black Iron Wire Pins (ASTM A 232)
 24. 4" Schedule 40 Black Iron Wire Clips (ASTM A 232)
 25. 4" Schedule 40 Black Iron Wire Ties (ASTM A 232)
 26. 4" Schedule 40 Black Iron Wire Straps (ASTM A 232)
 27. 4" Schedule 40 Black Iron Wire Mesh (ASTM A 232)
 28. 4" Schedule 40 Black Iron Wire Cloth (ASTM A 232)
 29. 4" Schedule 40 Black Iron Wire Screen (ASTM A 232)
 30. 4" Schedule 40 Black Iron Wire Filter (ASTM A 232)
 31. 4" Schedule 40 Black Iron Wire Mesh Filter (ASTM A 232)
 32. 4" Schedule 40 Black Iron Wire Mesh Screen (ASTM A 232)
 33. 4" Schedule 40 Black Iron Wire Mesh Cloth (ASTM A 232)
 34. 4" Schedule 40 Black Iron Wire Mesh Screen Cloth (ASTM A 232)
 35. 4" Schedule 40 Black Iron Wire Mesh Filter Cloth (ASTM A 232)
 36. 4" Schedule 40 Black Iron Wire Mesh Screen Cloth Filter (ASTM A 232)
 37. 4" Schedule 40 Black Iron Wire Mesh Screen Cloth Filter Cloth (ASTM A 232)
 38. 4" Schedule 40 Black Iron Wire Mesh Screen Cloth Filter Cloth Cloth (ASTM A 232)
 39. 4" Schedule 40 Black Iron Wire Mesh Screen Cloth Filter Cloth Cloth Cloth (ASTM A 232)
 40. 4" Schedule 40 Black Iron Wire Mesh Screen Cloth Filter Cloth Cloth Cloth Cloth (ASTM A 232)

PUDSR-19-002

MVE, INC.
 ENGINEERS SURVEYORS
 1000 W. 10th Street, Suite 100
 Anchorage, Alaska 99501
 Phone: (907) 562-1111
 Fax: (907) 562-1112
 Website: www.mveinc.com

W-2
 FEBRUARY 14, 2020
 SHEET 2 OF 6

WATER SYSTEM PLAN
 DISTRIBUTION &
 SERVICE LINES

Sanctuary of Peace
 Residential Community

WATER SYSTEM PLAN
 DISTRIBUTION &
 SERVICE LINES

W-2
 FEBRUARY 14, 2020
 SHEET 2 OF 6

MVE, INC.
 ENGINEERS SURVEYORS

VICINITY MAP

North Arrow

Scale

Legend

Records Locations

Completed by: **Dave Stanford**

Signature: 

These records must be made available for inspection for Department staff during site visits.

Type of Record	Location Address	Retain no less than...
Total Coliform (TCR) and Fecal Coliform/ <i>E. coli</i> results AND distribution system residual disinfection monitoring results	3190 Benet Ln, Colorado Springs, CO 80921	5 years
Revised TCR (RTCR) assessment forms or corrective actions as a result on an assessment, or other available summary documentation of the sanitary defects and corrective actions	3190 Benet Ln, Colorado Springs, CO 80921	5 years after completion of the assessment or corrective action
Chemical analyses results	3190 Benet Ln, Colorado Springs, CO 80921	10 years
All lead and copper rule documents and results	3190 Benet Ln, Colorado Springs, CO 80921	12 years
Violations of Regulation 11, including corrective action	3190 Benet Ln, Colorado Springs, CO 80921	3 years after corrective action is completed
Sanitary surveys, including any written reports, summaries or correspondences	3190 Benet Ln, Colorado Springs, CO 80921	10 years
Variances or exemptions granted by the Department	3190 Benet Ln, Colorado Springs, CO 80921	5 years after expiration
Public notices and consumer confidence reports, including certification	3190 Benet Ln, Colorado Springs, CO 80921	3 years
Individual rule sampling plans	3190 Benet Ln, Colorado Springs, CO 80921	10 years
Turbidity monitoring results	3190 Benet Ln, Colorado Springs, CO 80921	5 years
Recycle flows information <ul style="list-style-type: none"> • Copy of original recycle notification and information submitted to Department • List of all recycle flows and frequency with which they are returned • Average and maximum backwash flow rate • Average and maximum backwash duration • Typical filter run length and how it is determined • Treatment provided for the recycle flow (including chemicals and doses) • Physical dimensions of the equalization/treatment units • Typical and maximum hydraulic loading rates • Frequency of solids removal 	3190 Benet Ln, Colorado Springs, CO 80921	Indefinitely
Individual filter turbidity monitoring results AND entry point residual	3190 Benet Ln, Colorado Springs, CO 80921	3 years

disinfection monitoring results		
Disinfection profiling results, including raw data and analysis	3190 Benet Ln, Colorado Springs, CO 80921	Indefinitely
Disinfection benchmark, including raw data and analysis	3190 Benet Ln, Colorado Springs, CO 80921	Indefinitely
Source water monitoring for Long Term 2 Surface Water Treatment Rule	3190 Benet Ln, Colorado Springs, CO 80921	3 years after bin classification
Notification to the Department that system meets criteria to avoid source water monitoring for Long Term 2 Surface Water Treatment Rule	3190 Benet Ln, Colorado Springs, CO 80921	3 years
Treatment monitoring associated with microbial toolbox options for Long Term 2 Surface Water Treatment Rule	3190 Benet Ln, Colorado Springs, CO 80921	3 years
Initial distribution system evaluation (IDSE) report submitted for the Stage 2 Disinfectants and Disinfection Byproducts Rule	3190 Benet Ln, Colorado Springs, CO 80921	10 years after report submitted
Corrective actions taken for the Groundwater Rule	3190 Benet Ln, Colorado Springs, CO 80921	10 years
Invalidation of fecal indicator-positive groundwater source samples for the Groundwater Rule	3190 Benet Ln, Colorado Springs, CO 80921	5 years
For consecutive systems, documentation of notification to the wholesale system(s) of total coliform-positive samples	3190 Benet Ln, Colorado Springs, CO 80921	5 years
For systems conducting compliance monitoring for the Groundwater Rule <ul style="list-style-type: none"> • Department-specified minimum disinfectant residual 	3190 Benet Ln, Colorado Springs, CO 80921	10 years
For systems conducting compliance monitoring for the Groundwater Rule <ul style="list-style-type: none"> • Lowest daily disinfectant residual, date and any failure to maintain the Department-specified minimum disinfectant residual for a period of more than 4 hours • Department-specified compliance requirements for membrane filtration, date and duration of any failure to meet those requirements for more than 4 hours 	3190 Benet Ln, Colorado Springs, CO 80921	5 years
Storage Tank Rule - for each completed tank inspection, the inspection summary	3190 Benet Ln, Colorado Springs, CO 80921	10 years
Backflow Prevention and Cross-Connection Control Rule - for Community Water Systems <ul style="list-style-type: none"> • Testing, inspection and maintenance records for backflow prevention assemblies and methods. 	3190 Benet Ln, Colorado Springs, CO 80921	3 years

<ul style="list-style-type: none"> • Each annual BPCCC program report 		
Backflow Prevention and Cross-Connection Control Rule - for Non-Community Water Systems <ul style="list-style-type: none"> • Testing, inspection and maintenance records for backflow prevention assemblies and methods. • Each annual BPCCC program report 	3190 Benet Ln, Colorado Springs, CO 80921	5 years
Water Hauler Rule <ul style="list-style-type: none"> • Water Hauler Operational Guide and associated required records 	3190 Benet Ln, Colorado Springs, CO 80921	Indefinitely

Revised Total Coliform and Groundwater Rule

Completed by: **Dave Stanford**

Signature: 

Total Coliform Site Information			
<p>Identify how the supplier will sample for total coliforms in the distribution system. The routine samples must represent the entire distribution system and should be rotated to different locations within the system if possible. This method allows for coverage of the distribution system without increasing the need for additional samples. Describe how the supplier will meet this requirement: Sample sites will be rotated monthly</p>			
<p>Identify how the supplier will sample for total coliforms in the distribution throughout the sampling period (if applicable). A supplier must collect samples at regular time intervals throughout the month, unless otherwise allowed by the regulations. Describe how the supplier will meet this requirement: One sample will be collected monthly</p>			
Type	SDWIS Sample Point ID (Assigned by Department)	System Sample Point ID or Name	Address, City, Zip Code
Routine Site 1		Lot 6 RTOR - 01	Promise Point Colorado Springs, CO 80921
Repeat Upstream 1		Lot 5 RPUP - 01	Promise Point Colorado Springs, CO 80921
Repeat Downstream 1		Lot 7 RPDN - 01	Promise Point Colorado Springs, CO 80921
Routine Site 2		Lot 12 RTOR - 02	Promise Point Colorado Springs, CO 80921
Repeat Upstream 2		Lot 11 RPUP - 02	Promise Point Colorado Springs, CO 80921
Repeat Downstream 2		Lot 13 RPDN - 02	Promise Point Colorado Springs, CO 80921
Routine Site 3		Lot 25 RTOR - 03	Promise Point Colorado Springs, CO 80921
Repeat Upstream 3		Lot 24 RPUP - 03	Promise Point Colorado Springs, CO 80921
Repeat Downstream 3		Lot 26 RPDN - 03	Promise Point Colorado Springs, CO 80921

*To add rows to the table right mouse click on the table and click "insert row".

Distribution System Residual Disinfectant Monitoring	
The residual disinfectant must be measured at the same time and the same location as each total coliform bacteria sample. Measurements must be conducted in the field by a certified operator or under the direction of the certified operator and must be written on each total coliform chain of custody when it is submitted to the laboratory.	
Disinfectant used in the distribution system:	HYPOCHLORINATION BLEACH (421)
Residual disinfectant quality assurance/quality control (QA/QC) - explain the exact procedures to be followed to ensure that the field test measurement will be accurate. This may be found in the manufacturer's literature: Follow Hach DR 890 Free Chlorine Measurement Procedures	

FOR SYSTEMS WITH GROUNDWATER SOURCES		
Suppliers that use a groundwater source and have a TC+ in the distribution system must collect a raw water sample from each groundwater source that was in use at the time of the TC+ sample.		
Identify where the raw water sample(s) will be collected	Does the raw water sampling site(s) represent more than one source? If so, describe the raw sources that combine	If the supplier is a consecutive system, describe how the supplier will notify its wholesaler within 24 hours of being notified of a TC+ sample:
Raw Water 001	NO	

TTHM/HAA5 Stage 2 Disinfection Byproduct Sample Sites

Completed by: Dave Stanford

Signature: 

Total Trihalomethanes (TTHM) and Haloacetic Acids (HAA5) Site Information				
<p>Determining Month of Peak Disinfection Byproduct (DBP) Formation:</p> <ul style="list-style-type: none"> -Many factors should be considered when determining your month. -The main factor is water temperature. <ul style="list-style-type: none"> -August is typically the warmest month of the year with the highest water temperature. -For schools August or September is a typical peak month. -Other factors beyond water temperature should be considered such as if water age is dramatically higher in a certain month of the year due to low use or snow runoff. April or May could contribute to a large spike in total organic material in the raw water. 				
<p>Choosing Sample Sites:</p> <ul style="list-style-type: none"> -Alternate choosing between high TTHM and high HAA5 sample sites in the distribution system until the required number of monitoring locations has been met. -High TTHM sites typically are where the water is oldest and chlorine residual is lowest. -High HAA5 sites are typically near the ends of the distribution system where the chlorine residual is low, but above 0.2 mg/L or at mixing zones. -Most systems with the option to sample both TTHM and HAA5 at one location or separately at two locations will probably find sampling at one location is justified since high TTHM and high HAA5 levels are at the same location based on the size and configuration of their water system. 				
Month of Peak Disinfection Byproduct Formation:			August	
SDWIS Sample Point ID (Assigned by Department)	System Sample Point ID or Name	Status	Address, City, Zip Code	Analyte
	DBP001	Proposed	Promise Point, Colorado Springs, CO 80921	TTHM/HAA5/Both

Community Lead and Copper Materials Evaluation Summary

Completed by: Dave Stanford

Signature: 

Materials Evaluation Summary by Tier Level	
Note: This is <u>not</u> a summary of the lead and copper sample pool. This is a summary of <u>all sites in the distribution system</u> that the supplier believes meets each of the criteria below.	
<u>Tier 1 Sites</u> - Single family structures, currently being used as either a residence or place of business	Number of Site Locations
Containing copper pipe with lead solder installed after 1982 and before 1988	0
Are served by a lead service line (no year restriction)	0
Containing lead pipes, goosenecks, or pigtails (no year restriction)	0
<u>Tier 2 Sites</u> - Multiple-family residences and buildings	Number of Site Locations
Containing copper pipe with lead solder installed after 1982 and before 1988	0
Are served by a lead service line (no year restriction)	0
Containing lead pipes, goosenecks, or pigtails (no year restriction)	0
<u>Tier 3 Sites</u> - Single-family structures	Number of Site Locations
Containing copper pipes with lead solder installed before 1983	0
<u>Representative Sample Sites</u> - Structures	Number of Site Locations
With plumbing material typically found throughout the distribution system	27
Describe the representative plumbing material: HDPE Water Mains, Service lines, and indoor plumbing	
Additional Information	

Please describe the verification process, if any, that was used to provide the information above:
Proposed Water System Design Specifications. System design calls for HDPE water main with HDPE water service lines

Additional Information - Tier 1

If no Tier 1 sites were indicated above, please provide an explanation: Proposed New Water System Build out Expected in 2021.

Lead and Copper Sample Sites

Completed by: Dave Stanford

Signature: 

Note: If you choose to update and maintain sites online at wqcdcompliance.com/login then please select the option to use the alternate section where sites are not required to be completed. For information on how to select sites please visit colorado.gov/cdphe/lcr.

Lead and Copper Definitions		
Structure SFR: Single Family Residence MFR: Multi-Family Residence B: Building SFB: Single Family Residence Used as Business	Status A = Active - Sampling N = Active - Not Sampling	Tier Level 1 = Tier 1 2 = Tier 2 3 = Tier 3 R = Represents System
Lead Service Line (LSL) NA = No LSL FLSL = Utility Owned LSL PLSL = Partially Owned LSL OLSL = Customer Owned LSL U = Unknown at This Time	Interior Plumbing CPLS = Copper Pipes with Lead Solder CP = Copper Pipes without Lead Solder NonCP = Non-Copper Pipes LP = Lead Pipes U = Unknown at This Time	Material Verification R = Records Review Verification P = Physically Verified I = Interview Verification U = Unverified

Lead and Copper Site Information					
SDWIS Sample Point ID (Assigned by Dept)	System Sample Point ID or Name	Address, City, Zip Code	Status	Tier Level	Material Verification Method
	LCR001 LOT 2	Promise Point Colorado Springs, CO 80921	A	R	Plans and Specs
	Structure Type	Date Built	Lead Service Line Type		Interior Plumbing Type
	SFR	Proposed 2021	NA		NonCP

Lead and Copper Site Information					
SDWIS Sample Point ID (Assigned by Dept)	System Sample Point ID or Name	Address, City, Zip Code	Status	Tier Level	Material Verification Method
	LCR002 LOT 5	Promise Point Colorado Springs, CO 80921	A	R	Plans and Specs
	Structure Type	Date Built	Lead Service Line Type		Interior Plumbing Type
	SFR	Proposed 2021	NA		NonCP
Lead and Copper Site Information					
SDWIS Sample Point ID (Assigned by Dept)	System Sample Point ID or Name	Address, City, Zip Code	Status	Tier Level	Material Verification Method
	LCR003 LOT 10	Promise Point Colorado Springs, CO 80921	A	R	Plans and Specs
	Structure Type	Date Built	Lead Service Line Type		Interior Plumbing Type
	SFR	Proposed 2021	NA		NonCP
Lead and Copper Site Information					
SDWIS Sample Point ID (Assigned by Dept)	System Sample Point ID or Name	Address, City, Zip Code	Status	Tier Level	Material Verification Method
	LCR004 LOT 15	Promise Point Colorado Springs, CO 80921	A	R	Plans and Specs
	Structure Type	Date Built	Lead Service Line Type		Interior Plumbing Type
	SFR	Proposed 2021	NA		NonCP

Lead and Copper Site Information					
SDWIS Sample Point ID (Assigned by Dept)	System Sample Point ID or Name	Address, City, Zip Code	Status	Tier Level	Material Verification Method
	LCR005 LOT 20	Promise Point Colorado Springs, CO 80921	A	R	Plans and Specs
	Structure Type	Date Built	Lead Service Line Type		Interior Plumbing Type
	SFR	Proposed 2021	NA		NonCP

Attachment 8

Backflow prevention and cross-connection control plan



COLORADO
 Department of Public
 Health & Environment

**APPENDIX A: Backflow Prevention and Cross-connection Control
 Sanctuary of Peace BPCCC Program**

Purpose

This Backflow Prevention and Cross-connection Control Program outlines how the supplier of water specified below will implement its written BPCCC program and achieve compliance with Regulation 11.

Other potentially applicable backflow prevention and cross-connection control requirements are specified in Article 1-114 and Article 1-114.1 of Title 25 of the Colorado Revised Statutes and in the Colorado Plumbing Code. The department has developed [Safe Drinking Water Program Policy 7](#) to assist public water systems achieve compliance with Regulation 11.

Public Water System Name & PWSID:	SANCTUARY OF PEACE POA / PWSID # CO0121702	
Public Water System Owner:	BENET HILL MONASTERY OF CO SPRINGS INC	
BPCCC Administrative Contact:	Vincent Crowder	
Address:	3190 Benet Lane	
	Colorado Springs, CO 80921	
Email:	VCrowder@benethillmonastery.org	
Phone:	719-355-1639	
Signatures of Owner or Administrative Contact:		
Effective Date	Name	Signature
02/15/2020	Vincent Crowder	

This BPCCC program will include and specify information regarding how this supplier identifies cross connections, performs surveys, and controls identified cross connections. This BPCCC program also address how this supplier will require that backflow prevention assemblies and methods be tested and inspected annually, how this supplier will track the installation, maintenance, and testing of assemblies and methods and how this supplier will ensure that assemblies are tested by a *Certified Cross-Connection control Technician(Regulation 11.37(1)(b))*.

****This program must be kept on file for review by the department. It can be revised by the department as necessary.

Water Quality Control Division

4300 Cherry Creek Drive South Denver, Colorado 80246

Backflow Prevention and Cross-connection Control Program

- (i) Process for conducting surveys.

Plans and Specs review of residential building plans, El Paso County Regional Building Department Plumbing Inspections, Plans and Specs review of the water treatment facility.

- (ii) Legal authority to perform a survey of a customer's property to determine whether a cross connection is present unless the supplier controls all non-single-family residential connections to the public water system with the most protective backflow prevention assembly or backflow prevention method.

{X} Other - explain below

Exhibit "A" Attached: DECLARATIONS of PROTECTIVE AND RESTRICTIVE COVENANTS
SANCTUARY of PEACE RESIDENTIAL COMMUNITY
El Paso County, Colorado

- (iii) Process to select a backflow prevention assembly or backflow prevention method to control a cross connection.

Plans and Specs review of residential building plans, El Paso County Regional Building Department Plumbing Inspections, Plans and Specs Review of the water treatment facility

- (iv) Legal authorities to install, maintain, test, and inspect backflow prevention assemblies and/or backflow prevention methods and/or require customers to install, maintain, test, and inspect backflow prevention assemblies and/or backflow prevention methods.

{X} Other - explain below

Exhibit "A" Attached: DECLARATIONS of PROTECTIVE AND RESTRICTIVE COVENANTS
SANCTUARY of PEACE RESIDENTIAL COMMUNITY
El Paso County, Colorado

- (v) Process to track the installation, maintenance, testing, and inspection of all backflow prevention assemblies and backflow prevention methods used to control cross connections.

All Single-Family Residential Properties within the distribution system, backflow prevention methods used within the water treatment plant will be tracked annually and reported.

- (vi) The process the supplier will use to ensure backflow prevention assemblies are tested by a Certified Cross-Connection Control Technician.

Backflow prevention methods used in the water treatment plant will not require testable backflow prevention assemblies per plans & specifications. Sanctuary of Peace is a single-family residential home subdivision.

Sample Backflow Prevention and Cross-connection Control Program

Department Notification

If we become aware of a suspected or confirmed backflow contamination event, the supplier must notify and consult with the department on any appropriate corrective measures no later than 24 hours after learning of the backflow contamination event. The notification should be made to the **24-hour Environmental Release and Incident Report Hotline at 1-877-518-5608**.

When reporting the event, please have available as much of the following information as possible:

- Date and time of event;
- Location of event;
- Type of threat or event;
- Public Water System Name and Identification Number;
- Water supplier contact name and phone number;
- Method of discovery (consumer complaint, witness, perpetrator, employee report);
- Response actions taken (water quality parameter testing, isolation of affected water);
- Recovery actions taken;
- Notifications made (customers, law enforcement, news media, etc.);
- Assessment of threat, if possible.

Regulation 11.39(7) requires that we notify the department within 48 hours in any instance the supplier becomes aware of any backflow prevention and cross-connection control violation and any backflow prevention and cross-connection control treatment technique violation specified in Regulation 11.39(6).

Such notifications to the department can be written, verbal, or made by other means. The department can be notified via telephone at 303.692.2000 and contacting the department's Water Quality Control Division's backflow prevention and cross connection control specialist. The department can also be notified via the Drinking Water Portal sent to the attention of the backflow prevention and cross-connection control specialist. The Drinking Water Portal can be found online at: <https://wqcdcompliance.com/login>

Public Notice Requirements

Regulation 11.39(7) requires that suppliers distribute Tier 2 public notice as specified in Regulation 11.33 in any instance the supplier becomes aware of any backflow prevention and cross-connection control treatment technique violation.

Regulation 11.39(7) requires that suppliers distribute Tier 3 public notice as specified in Regulation 11.33 a in any instance the supplier becomes aware of any backflow prevention and cross-connection control violation.

Please contact your department assigned compliance officer with any questions regarding public notice.

Sample Backflow Prevention and Cross-connection Control Program

(i) *Survey Process and Documentation*

Suppliers must survey all non-single-family-residential connections to the public water system to determine if the connection is a cross connection. The supplier must also survey all connections within the supplier's waterworks to determine if there are any cross connections present which could contaminate the public water systems or the facilities water supply system.

The supplier must identify the total number of non-single-family-residential connections to the public water system and connections within the supplier's waterworks. This number is the total number of connections to the public water distribution system that are not considered single - family connections. Acceptable survey process documentation includes the following: How the supplier will select service connections that need a survey; For example: Usage type - commercial, industrial, or multi-family; new or newly acquired connections; and/or questionnaire results.

Single-family means:

- A single dwelling which is occupied by a single family and is supplied by a separate service line;
- A single dwelling comprised of multiple living units where each living unit is supplied by a separate service line.
- If a water supplier has ownership and maintenance responsibilities of a service line up to a point of single-connections such connections may be considered a single-family-residential-connection even if this connection is to a multi-family dwelling unit. It is important to be aware that all other applicable parts of Regulation 11 will also apply to those new acquired waterworks (i.e. distribution system) and that any irrigation or other cross connections that are directly connected to the newly acquired service line would have to be controlled in accordance with Regulation 11.39.

Once the supplier has identified the total number of non-single-family residential connections, the supplier must survey the connections to identify cross connections. The supplier must document the process for conducting surveys. Surveys can be performed onsite by a person designated by public water system or can be of a questionnaire type. The supplier's survey process should identify potential service connections and uses that when identified may trigger cross-connection control requirements. The supplier's process should address how the supplier will select individuals to perform the survey including experience and/or training or certification qualifications to perform a survey. Additionally, the supplier must survey any waterworks and water supply systems associated with those facilities for cross connections.

If the supplier uses questionnaires, various methods may be used to distribute the questionnaires: email surveys, web-based surveys, written surveys, or telephone surveys. Questionnaires should provide examples of common cross connections to the customer who completes the survey. Questionnaires should ask that the property-owner indicate that the information is accurate to the best of their knowledge. If the supplier does not receive a response to a questionnaire or the results are inconclusive, the supplier is required to perform an onsite survey for cross connections or control the connection with the most protective backflow prevention assembly or method.

The results of surveys should be kept in a manner that allows the supplier to demonstrate that a survey has been performed and if any action was required based on the results of the survey.

It is important that newly constructed and renovated buildings are constructed in accordance with the local plumbing code. The code is intended to protect the internal potable water system and its

occupants from contamination that can be introduced via restrooms, kitchens, boilers, irrigation, HVAC systems, etc. It is equally important that the water supplier protect their distribution system from contamination that can be introduced via car washes, auxiliary water sources, fire suppression systems, irrigation and many other sources. Water suppliers need to perform cross connection identification surveys to identify potential cross connections within their distribution system.

***Note to supplier. Describe in this section how the supplier complies with the regulation and its survey requirements

(ii & iv) Legal Authority

The supplier must have a legally-enforceable mechanism that implements its written backflow prevention and cross connection control program as described in 11.39(2). The department recommends that the legally-enforceable mechanisms include specific provisions identifying customer requirements under 11.39(2)(a)(ii, iv) and the associated remedies that the supplier may utilize for failure of customer(s) to comply. If the supplier does not have a legally-enforceable mechanism in place, the department expects the supplier to perform the actions necessary to complete the indicated requirements in the regulation.

***Note to supplier. Provide a copy of the ordinance or user agreement in this section or discuss how the supplier implements the actions necessary to complete the indicated requirements in the regulation. As a reminder suppliers are prohibited from installing or permitting any uncontrolled cross connection to the distribution system or within the supplier's waterworks.

- Installing an uncontrolled cross connection means modifications or additions to waterworks or water supply systems that create a cross connection. The supplier is prohibited from intentionally performing any actions which would result in the creation of a cross connection.
- Permitting an uncontrolled cross connection in the context of Regulation 11.39 means the supplier has allowed their users or customers to continue to have an uncontrolled cross connection past the regulatory-defined timelines. If the regulatory-defined timelines have elapsed and the supplier has not taken any of the following actions; control the cross connection, remove the cross connection or suspends service to the identified connection***, then the supplier is allowing, or permitting, the cross connection to exist and is in violation of Regulation 11.

*** Note to supplier. Before suspension of service can be considered appropriate action the department expects that the supplier will confirm the following:

- The connection downstream of the valve used to suspend the service does not remain pressurized because the customer has access to an alternative source of water or a storage tank onsite
- If the cross connection is to a fire suppression system; suspension of service would not result in the building being inadequately protected from loss of life through fire. If there are service connections at the property separate from the fire suppression system causing the cross connection, a supplier may suspend service to one or all of those other service lines (e.g. domestic or irrigation) as an appropriate action.
- The supplier may receive a department approved alternative compliance schedule for identified cross connections that have not been controlled within 120 days. Department-approval of an alternative compliance schedule means either an email or other written communication from the department. The department has provided in [APPENDIX C - BPCCC Rule 120-Day Cross-connection Control Extension Application](#) for such request.
- Suppliers must specify the process that the water system will use to require the installation, maintenance, testing, and inspection of all backflow prevention assemblies and backflow prevention methods used to control cross connections. Generally, this is specified in one of the following: local government ordinances, user agreements or the public water system assumes full responsibility.

(iii) Identification of Cross Connections and Backflow Prevention Assembly or Backflow Prevention Method Selection

If the supplier discovers an uncontrolled cross connection and believes that a backflow contamination event has not occurred, the supplier must: first determine the type of backflow prevention assembly or backflow prevention method needed to control the cross connection and second install and maintain or require the customer to install and maintain a backflow prevention assembly or backflow prevention method at the uncontrolled cross connection, suspend service to the customer, or remove the cross connection, no later than 120 days after its discovery.

***Note to supplier. Suppliers should include in the written BPCCC program guidelines and criteria used to select the type of backflow prevention assembly or method used to control an identified cross connection. Guidelines and criteria should address examples of cross connections throughout the water systems distribution system along with the corresponding appropriate backflow prevention assembly and or backflow prevention method used to control the identified cross connection. Part 4.3 of SDWP Policy 7 provides various examples of backflow prevention assemblies and methods and when the use of such assemblies and methods may be appropriate.

(v & vi) Tracking & Certified Tester Verification

Suppliers must specify the tracking mechanism it will use to verify the installation, maintenance, testing, and inspection of all backflow prevention assemblies and backflow prevention methods used to control cross connections. This section may include the process the supplier will use to ensure backflow prevention assemblies are tested by a Certified Cross-Connection Control Technician

***Note to supplier. Please provide a tracking spreadsheet or description of program or other method which the supplier is using to verify performance and compliance with Regulation 11.

- i. To be considered adequate, test reports used to document compliance with Regulation 11 must include all of the following:

Assembly or method information:

- a. Assembly or method type;
- b. Assembly or method location;
- c. Assembly make, model and serial number;
- d. Assembly size;
- e. Test date; and,
- f. Test result (pass/fail).

Certified Cross-Connection Control Technician information:

- a. Certified Cross-Connection Control Technician certification agency;
- b. Certification number;
- c. Certification expiration date or statement that certification is current;
- d. As an alternative to a-c, suppliers may provide documentation of an alternative validation process such as electronic login to reporting software where only current, certified cross-connection control technicians (or their companies) are given a login.

Exhibit "A"

DECLARATIONS of PROTECTIVE AND RESTRICTIVE COVENANTS

SANCTUARY of PEACE RESIDENTIAL COMMUNITY El Paso County, Colorado

THESE DECLARATIONS of PROTECTIVE AND RESTRICTIVE COVENANTS (the "Declarations") are made by the *Sisters of Benet Hill Monastery, through Benet Hill Monastery of Colorado Springs, Inc.*, a Colorado nonprofit corporation ("Declarant"), for their selves, their successors and assigns, to be effective upon recording of these Declarations in the public records of El Paso County, Colorado.

Declarant is the owner of certain real property which is located at 15760 Highway 83, El Paso County, Colorado, more particularly described in **Exhibit A** attached hereto (referred to herein as the "Sanctuary of Peace Property", or the "Property"), together with all water rights and permits, and rights and entitlements to extract and use the groundwater underlying said Sanctuary of Peace Property, used on or in connection with the Property, and the rights associated therewith, and all appurtenances, easements, facilities, and improvements located or to be constructed thereon. While Declarant likewise owns adjacent property outside of the Property and operates certain facilities thereon, no infrastructure, utilities, structures or amenities associated with this Property is in common use or association with such other property. The Benet Hill Monastery is not operationally associated with the Sanctuary of Peace Property and Subdivision, despite incidences of common ownership.

The Declarant hereby declares that all of the Subdivision as hereinafter described, with all appurtenances, facilities and improvements thereon, shall be held, sold, used, improved, occupied, owned, resided upon, hypothecated, encumbered, liened, and conveyed subject to the following easements, reservations, uses, limitations, obligations, restrictions, covenants, provisions and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision, and for assurance of legal water usage, and all of which shall run with the land and be binding on and inure to benefit of all parties having any right, title or interest in the Subdivision or any part thereof, their heirs, successors and assigns.

Certain documents are recorded in the real estate records of the Clerk and Recorder of El Paso County, Colorado at the reception numbers noted below, and referred to in these Declarations as pertaining to the Subdivision. These include the Findings of Fact, Conclusions of Law, Ruling of Referee, and Decree concerning underlying groundwater and approval of a Plan for Augmentation as entered by the Water Court, Water Division No. 2 in Case No. 18CW3019 recorded at Reception No. 218100150 ("Augmentation Plan" or "Water Decree"), attached hereto as **Exhibit B**.

1. Definitions. The following terms utilized herein shall have the following definitions for purposes of these Declarations:

A. Act. The Act is the Colorado Common Interest Ownership Act, C.R.S. §§38-33.3-101 to 38-33.3-402, as amended from time to time. The Sanctuary of Peace Residential Subdivision is subject to the provisions of the Act.

B. Association. Declarant by these Declarations forms the Sanctuary of Peace Property Owners Association (the "Association"), to be incorporated consistent with the provisions of Colorado law for non-profit corporations. The Association shall represent the owners of Lots and Units within the Subdivision, and shall have the following powers:

i. To operate the Common Interest Community in accordance with these Declarations;

ii. To promote the health, safety, welfare and common benefit of the Owners and residents of the Subdivision consistent with the terms and conditions of these Declarations;

iii. To do any and all permitted acts and to have and exercise any and all powers, rights and privileges that are granted to an Association under the laws of the State of Colorado, consistent with these Declarations, and with any Bylaws, Rules or other forming or governing documents of the Subdivision and Association.

C. Board. "Board" means the Board of Directors of the Association, and shall also be the Executive Board as defined under the Act. Except as specified herein, or in the Association's Articles of Incorporation, Bylaws, or by C.R.S. §38-33.3-303(3), the Board may act on behalf of the Association without any vote or consent of the Members.

D. Building. "Building" means a separate building improvement currently located and those hereafter constructed upon the Property, and containing two individual Units, excepting (i) the Common House, as described herein, and (ii) associated Garages near the Common House. There will be a maximum of 15 Buildings on the Property. There will be a maximum of 26 Units, plus the Common House.

E. Common House/Community Center. The "Common House", and the associated parking structures, as described herein, are "Common Elements" to be maintained by the Association, though ownership of the Common House, and Lot 1 upon which it is located, is to be retained by Declarants. The Common House shall be available for use by Owners and their guests as a community amenity akin to a "Community Center", with reservations made through the Declarant during the period of Declarant Control, and through the Association thereafter. Declarant, as the owner of the Common House, shall have a right to the use of the Common House, utilizing the reservation process as may be further established by the Bylaws of the Association, when implemented.

F. Common Elements. The "Common Elements" are any and all real estate of the Common Interest Community which is not part of a "Lot" or Residential Unit, but including Lot 1 as depicted on the **Exhibit C** Plat map. Common Elements include but are not limited to: any and all private streets, roads, parking areas, or trails, any traffic control facilities, any culverts or other drainage facilities, centrally located mailboxes or

monument signs, the “augmentation well” as described herein and all associated water and wastewater systems, open space, and guest parking, and any and all appurtenant easements to the same, some of which shall remain in the ownership of Declarant, but all of which shall be managed by the Association.

G. Common Expenses. The “Common Expenses” are the expenses or financial liabilities for the operation of the Subdivision by the Association, including as necessary for the upkeep, maintenance, repair, restoration and replacement of Common Elements. “Common Expense Assessments are funds required to be paid by each Lot Owner in payment of such Owner’s pro-rata share of Common Expenses. These expenses may include, but are not limited to:

i. Expenses related to administration, maintenance, construction, improvement, repair or replacement of Common Elements;

ii. Expenses for utilities not separately metered and billed directly to Lot Owners, if any;

iii. Expenses declared to be Common Expenses by these Declarations or applicable law;

iv. Expenses agreed upon as Common Expenses by vote of the Owners;

v. Reasonable reserves established by the Association, if any, whether held in trust or by the Association for repair, replacement, or addition to the Common Elements or any other real or personal property acquired or held by the Association.

In addition, any costs and expenses imposed upon the Association which benefit fewer than all of the Lots within the Subdivision shall be a “Common Expense” but, except as otherwise stated in these Declarations, shall be assessed exclusively against those Lots benefitted.

H. Declarant. “Declarant” means the Benet Hill Monastery of Colorado Springs, a Colorado nonprofit corporation, its agents, employees, successors and assigns, to whom it specifically transfers all or part of its rights as Declarant hereunder. The Declarant hereby reserves any and all “special declarant rights” and “development rights” as created or set forth in the Colorado Common Interest Ownership Act and any other rights as set forth herein. Any such rights shall apply to the Property and shall terminate ten (10) years from the date of the recording of these Declarations, or as otherwise provided herein.

I. Declarations. “Declarations” means these Declarations of protective and restrictive covenants, as it may be amended or supplemented from time to time as herein provided. These Declarations shall be recorded in the office of the Clerk and Recorder of El Paso County, Colorado, and shall be indexed in the grantee’s index in the name of Sisters of Benet Hill Monastery, Benet Hill Monastery of Colorado Springs, and the Sanctuary of Peace Property Owners Association, and in the grantor’s index in the name of the Declarant.

J. Director. A Director is a member of the Executive Board of the Association. At all times and/or until lawful amendment of these Covenants, representatives of Declarant's choosing shall be Directors in sufficient number to constitute a majority.

K. Improvements. Improvements are any construction, structure, equipment, fixture, or facilities existing, or to be constructed on, the property that is included in the Common Interest Community/Subdivision, including, but not limited to, residences, buildings, trees, and shrubbery planted by Owners, the Declarant, or the Association, utility wires, pipes, poles, light poles, painting of the exterior surfaces of any structure, additions, outdoor sculptures or artwork, sprinkler pipes, garages, barns, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, patios, porches, sheds, fixtures, signs, exterior tanks, solar equipment, exterior air conditioning and central water softeners/fixtures, septic wastewater treatment systems, grading, excavation, filling, or similar disturbance to the land, including, change of grade, change of drainage pattern, change of ground level, or change of stream bed, and any change to previously approved Improvements.

L. Lot. If used in these Declarations, the term "Lot" shall mean one of the twenty-seven Lots created through the El Paso County land use planning process for the Sanctuary of Peace Subdivision. It is Declarant's intent that the Lot numbers used herein, if at all, correspond to the Lot numbers assigned on the Subdivision Plat.

M. Member. As used in these Declarations, the term "Member" shall be a member/Owner within the Association.

N. Mortgage means an interest in a residential unit or Lot created by contract which secures payment or performance of an obligation, including, without limitation, a lien created by a mortgage, deed of trust, assignment of leases or rents or other security interest intended as security and any other consensual lien.

O. First Mortgage means and refers to a Mortgage encumbering a residential unit or Lot having priority of record over all other recorded Mortgages. "First Mortgagee" means the person(s) or parties named in the First Mortgage, their successors and assigns.

P. Mortgagee means any person or other entity or any successor to the interest of such person or entity named as the mortgagee, assignee, beneficiary, creditor or secured party in any Mortgage.

Q. Open Space. For purposes of these Declarations, Open Space shall mean all portions of the Sanctuary of Peace Property, as described on **Exhibit A** except those portions which are "Lots" and further excepting roads, driveways or other Common Elements. Open Space may include wastewater treatment systems and associated infrastructure as Common Elements, but all Open Space, shall remain in ownership and control of the Declarant, unless otherwise expressly provided herein.

R. Owner means any Person, including Declarant, who owns the record fee simple interest in a Lot, or in the case of Declarant, fee simple interest in the Open Space. The term "Owner" shall exclude any Mortgagee.

S. Owner's Proportionate Share or "Proportionate Interest" means that percentage of the total which is the Owner's undivided interest in the Common Elements.

T. Period of Declarant Control means that period during which the Declarant shall be allowed to appoint the Board of Directors of the Association. The Period of Declarant Control commences upon recording of these Declarations and terminates upon the earlier of (i) the recording in the public records in El Paso County, Colorado of a notice executed on behalf of Declarant which terminates the Period of Declarant Control; (ii) ninety (90) days after the thirteenth (13th) Lot has been sold to a 3rd Party; or (iii) ten (10) years following the date on which these Declarations are recorded.

U. Person means a natural person, a corporation, a partnership, a limited liability company, an association, a trust, or any other entity or combination thereof.

V. Plat means that certain document entitled "Plat of Sanctuary of Peace Subdivision," to be recorded in the Records of the Clerk and Recorder for El Paso County, Colorado, depicting the "Subdivision". The current version of the Plat is attached hereto as **Exhibit C**, and shall be periodically amended until approved by El Paso County planning authorities, at which time an amended and final **Exhibit C** shall be recorded and appended hereto by reference.

W. Residential Unit. Residential Unit means a single family dwelling which is contained within a Lot, and on one side adjoined to a "Paired Unit" located on an adjacent Lot, with the adjoining walls, floors and ceiling deemed to be perimeter for such adjoined side, as more particularly described in Paragraph 3, below. The term Residential Unit shall include all fixtures and improvements which are contained within a Residential Unit, together with all interior non-load bearing walls within the Residential Unit, and all exterior load bearing walls except for to an adjoining Residential Unit, as further described herein, as well as the inner decorated and/or finished surfaces of perimeter walls, floors and ceilings. The term further includes all structural components for the Residential Unit (except as otherwise expressly provided below). The boundaries of the Residential Units shall be shown on the recorded Plat map which shall be incorporated herein by this reference, preliminary version attached hereto as **Exhibit C**.

X. Rules. The Rules are the regulations for the use of Common Elements and for the conduct of persons within the Common Interest Community, as may be adopted by a simple majority of Owners from time to time pursuant to these Declarations.

2. Residential Unit/Paired Home Properties. The Residential Units within the Subdivision are "paired homes", with each such unit adjoining another on one party wall, which likewise forms a property line between the associated Lots.

A. Repair and Maintenance of Party Walls. All "party walls", i.e., common walls built as part of the original construction, being the adjoined wall of paired homes, as also form the dividing lines between Lots, shall be repaired and restored by

the Owners who share the party walls in the event of damage caused by fire or other casualty. The affected Owners shall share equally in the cost of the repairs. Notwithstanding the foregoing, an Owner who, by the Owner's own negligent or willful act, causes damage to a party wall shall bear the whole cost of repairing such damage. Each Owner shall be responsible for maintaining and making cosmetic repairs to the interior surface of and wall coverings on any party wall within the Owner's Residential Unit. The Association shall not be responsible for enforcement of any payment obligations of an Owner under this Paragraph 2.

B. Right to Contribution to Run With the Land. The right of an Owner to contribution from another Owner for repair or restoration of a party wall shall be personal to the Owner and shall additionally be appurtenant to the Lot and pass to such Owner's successors in interest in such Lot. The obligation of an Owner to contribute to the cost of repair or restoration of a party wall shall be personal to the Owner and shall additionally be appurtenant to the Lot and pass to such Owner's successors in interest in such Lot.

C. Party Wall Easement. Each Owner and the Owner's agents and contractors are granted a non-exclusive easement in, over, under and upon adjacent Lots for the purpose of party wall repair and maintenance, upon reasonable notice to the affected Owner(s). Any damage to the adjacent/adjoining Lot or Residential Unit caused by the exercise of this easement shall be the responsibility of the Owner whose act or omission caused such damage.

D. Party Wall Encroachments. It is intended that the adjoining Residential Units shall be placed and constructed on the Lots so that the common Lot lines separating two adjoining Residential Units shall be located between the two adjacent Residential Units, along the center of the party wall, and shall separate the adjacent Residential Units. However, easements for encroachments are hereby created and granted along and adjacent to said common Lot lines so that if any part of any Residential Unit, as a result of original construction, encroaches across a Lot line and onto an adjacent lot, an easement for such encroachment and for the maintenance of the same shall and does exist. Encroachments referred to in this paragraph include but are not necessarily limited to encroachments caused by minor error in placement of the original construction of Townhomes, minor jogs in the foundations or structure of walls, and minor deviations between the dimensions shown on the recorded Plat of the Lots involved and the actual location of the Lot lines in the field.

E. Mechanic's Liens. Each Owner's Residential Unit shares a party wall with an adjacent Residential Unit, and each Owner agrees to indemnify and hold harmless the Owner of the adjoining Residential Unit for any claims, causes of action, losses, costs, expenses (including reasonable attorneys' fees), damages, judgments and mechanics' and materialmen's liens arising in connection with any material supplied or services rendered to make repairs or replacements for which the first-mentioned Owner is responsible.

F. Modification of Residential Unit Exterior or Landscaping. To assure uniformity in the appearance of the community and the Residential Units therein, no Owner may materially modify the front yard of the Owner's Lot, including any landscaping, or any portion of the exterior of the Owner's Residential Unit, including porches, decks,

fences, driveways, sidewalks and the like, without the prior written approval of the Board in accordance with these Declarations.

G. Insurance on Residential Units. Property casualty and other insurance insuring the Residential Units will be provided by the Association and assessed against each Townhome Owner as either part of annual assessments, or as a special assessment as provided herein, provided the Association Board has approved the provision of such insurance for the Residential Units. Owners shall be solely responsible, at their own expense, for providing all other insurance covering loss or damage to that Owner's fixtures, appliances, furniture, furnishings or other personal property supplied, maintained or installed in the Residential Unit by the Owner and covering liability for injury, death or damage occurring within the Residential Unit and upon the Lot that is not otherwise covered under insurance provided by the Association.

i. Repair or Reconstruction. Any insurance proceeds payable upon damage or destruction of a Residential Unit or Lot received by an Owner shall be applied by the Owner to repair or replace the Residential Unit or portion of the Lot damaged or destroyed, unless (a) the Association, (b) each Owner of a Residential Unit so damaged or destroyed, (c) the holders of any note secured by mortgages or deeds of trust which encumber such Residential Units, (d) each Owner of an undamaged Residential Unit; and (e) the holders of any notes secured by mortgages or deeds of trust encumbering such undamaged Residential Units, all elect not to rebuild. In such latter event, the damaged or destroyed Residential Unit(s) and the Lot(s) upon which they are situated shall be sold and the net proceeds received therefrom, together with the insurance proceeds applicable thereto, shall be allocated among and paid to the Owners of the Residential Units so damaged or destroyed, the holders of any notes secured by mortgages or deeds of trust encumbering such Residential Units, and the Association, as their respective interests may appear, on the basis of value of the Residential Units prior to loss, all as determined by an appraiser selected by (f) the Association and Owners of damaged property; or (g) if they cannot agree within 20 days, then by the Association alone.

ii. Insufficient Insurance Proceeds. If the proceeds from an Owner's insurance are not sufficient to cover the full cost of repair or replacement, the Owner shall be liable for such deficiency of funds. If two adjoining Residential Units sharing a party wall are repaired or rebuilt under this paragraph, but the insurance proceeds are insufficient to pay all of the cost, the Owners of the Residential Units involved each will contribute to the extent that the insurance proceeds allocable to their respective Residential Unit are inadequate to cover the repair costs. If the Owners involved are unable to agree on the allocable amounts, the amount to be contributed by each Owner will be determined by an appraiser appointed in the manner described above. Reconstruction shall be in accordance with the original specifications for the Residential Unit(s) or changes agreed upon by Owner and the Association. Reconstruction shall begin within 60 days after an insurance settlement agreement has been reached, unless a later date is agreed upon by Owner and the Association.

H. Right of First Refusal. Declarant does hereby expressly reserve a Right of First Refusal upon each Residential Unit within the Sanctuary of Peace planned community, effective upon any transfer of title thereof. Such exclusive and irrevocable right of first refusal and first option to purchase, is and shall be upon the terms and

conditions hereinafter set forth, unless more specific or contrary terms are contained in a specific deed or instrument of conveyance for a specific Residential Unit. The absence of a specific term identifying this right of first refusal in such a conveyance instrument shall have no bearing upon the right of first refusal reserved in these covenants.

i. Exercise of First Option: This right of first refusal or first option to purchase may only be exercised by Declarant, and must be so exercised within 90 days of notification by the seller/owner of a Residential Unit/Lot that said Owner desires to sell the subject Residential Unit, or upon any non-sale transfer of ownership (*i.e.* gift, devise, foreclosure, etc.). Each Owner is expressly required by these covenants to provide Declarant with written notice of intent to sell as a prerequisite to any sale to a third party, and any entity involved in a non-sale transfer of a Residential Unit/Lot (*i.e.* a Receiver, Personal Representative, Trustee, etc.) shall notify Declarant prior to any such transfer being effective. Should Declarant not express in writing within said 90-day period its intent to purchase the Residential Unit under this Right of First Refusal, such right is forfeit and said Owner may sell to a 3rd party without regard to such right of first refusal. Notwithstanding the foregoing, Declarant's Right of First Refusal shall be binding upon such new 3rd party Owner if and when such Residential Unit is again placed or sale.

iii. Terms of Purchase under Right of First Refusal: Should an Owner elects to sell a Residential Unit, and Declarant within the above referenced 90 days expresses its desire to exercise the first refusal rights granted under the terms of these covenants, the terms of purchase by Declarant shall be as follows:

a. \$1,000.00 more than the highest bona fide written offer to purchase said Residential Unit/Lot received by Seller from any third party;

b. \$1,000.00 more than the established "market value" of said Residential Unit/Lot for any non-sale transfer of property. For purposes of this Paragraph 2.H.iii.b., "market value" shall be determined by an MAI appraiser selected by Declarant, whose appraisal fee shall be paid by Declarant, based upon typical appraisal methods generally utilized.

iv. Title: Within fifteen (15) days after the Declarant has exercised his or her right of first refusal, the Owner selling such Residential Unit/Lot shall deliver to the Declarant a Certificate of Title or title abstract covering the subject Residential Unit which shall reflect that marketable fee simple title to the subject property is vested in said Owner and that same is insurable by a title insurance company licensed to do business in the State of Colorado. Said Certificate or abstract shall be subject only to taxes for the current year, easements, and rights of way of record, and prior mineral reservations consistent with the description of such interests in these Covenants. Should said Certificate or Abstract reflect any other exceptions to the title unacceptable to Declarant, Declarant shall notify the Owner in writing of any defects within fifteen (15) days (the title review period) and the Owner shall have a reasonable time (but not more than 25 days) in which to make the title good and marketable or insurable, and shall use due diligence in an effort to do so. If after using due diligence the Owner is unable to make the title acceptable to Declarant within such reasonable time, it shall be the option of the Declarant either to accept the title in its existing condition with no further obligation on the part of the Owner to correct any defect, or to cancel the Right of First Refusal as to the subject Residential Unit, in which instance this Right of First Refusal shall be forfeit,

and the Owner shall be free to sell the Residential Unit to 3rd parties, subject to the ongoing Right of First Refusal of Declarant upon such 3rd parties in the future described in this Paragraph 2.H.

I. Consistent with the timelines and valuation mechanisms described in Paragraph 2.H., above, Declarant likewise reserves a right of first refusal for the benefit of the Association, should the Declarant at any time elect to divest its self of ownership and control of Lot 1, the Common Areas or the Open Space. The Association shall have a right of first refusal in the acquisition of all such interests, in such event.

3. Name and Type of Common Interest Community. The name of the Common Interest Community is Sanctuary of Peace. Sanctuary of Peace is a planned community.

A. Association. The name of the Association is Sanctuary of Peace Homeowners Association, Inc., a Colorado non-profit corporation.

B. Subject to the Act. The property covered by the Subdivision is subject to CCIOA/the Act.

4. Maintenance, Use, Valuation and Taxation of Lots/Property.

A. Individual Lots. It shall be the obligation of each Owner of a Lot within the Subdivision, at such Owner's expense, to make all efforts to keep neat, attractive, and in good order such Owner's residence and the exterior portions of the dwelling thereon, and to maintain, repair, and replace the same, consistent with the terms, conditions, covenants and restrictions provided herein. Notwithstanding the foregoing, the Association shall be generally responsible for the maintenance and upkeep of all structures within the Sanctuary of Peace, including all Residential Units and Common Elements, excepting routine cleaning and maintenance.

B. Duties of the Association. The Association shall maintain, repair, replace, keep free from snow and in good order, to the extent that such functions are not expected to be performed by any political subdivision of the State of Colorado, all of the Common Elements, including, but not limited to, any private common roadways and as depicted on the Plat, the central water system, central wastewater system, and open space. "Maintenance" or "repair" includes, but is not limited to, graveling, paving, draining, removing snow, clearing, or providing any other maintenance or repair-type service however defined, on any private roadway which may be part of the Common Elements. The Association may, from time to time, hire and/or contract with third parties to achieve the objectives of this Paragraph 4.B., including licensed water and wastewater operators. If any such expense is attributable to a specific Owner, such expense may be assessed following Notice and Hearing.

C. Common Elements Cannot be Partitioned. The Common Elements shall be owned as fractional undivided interests appurtenant to the Lots and shall remain undivided. No party, including Owner(s) nor the Association, shall bring an action for partition or division thereof, it being agreed that this restriction is necessary in order to preserve the rights of the Owners, and each Owner hereby expressly waives any and all such rights of partition he may have by virtue of his ownership of a Lot.

D. Separate Taxation. All taxes, assessments and other charges of the State of Colorado or of any political subdivision or of any special improvement district or of any other taxing or assessing authority, shall be assessed against and collected on each Lot separately, and each Lot shall be carried on the tax books as a separate and distinct parcel. For the purpose of valuation for assessment, the valuation of the Common Elements shall be apportioned among the Lot owners in proportion to the fractional undivided Proportionate Interests in Common Elements. Tax exempt entities owning Lot(s) or portions of the Common Elements, if any, shall maintain such tax-exempt status notwithstanding anything to the contrary in these Declarations. The Association or the Declarant shall deliver to the County Assessor of the County of El Paso, Colorado any written notice required by the Act, setting forth descriptions of the Lots and Residential Units thereon, and shall furnish all necessary information with respect to such apportionment of valuation of Common Elements for assessment. The lien for taxes assessed to any Residential Unit or Lot shall be confined to that Residential Unit or Lot. No forfeiture or sale of any Lot for delinquent taxes, assessments or other governmental charges shall divest or in any way affect the title to any other Lot, nor shall any such liens in any manner attach to or otherwise affect Common Elements. In the event that such taxes or assessments for any year are not separately assessed to each Owner, but rather are erroneously assessed on the Property as a whole, then each Owner shall pay his Proportionate Interest thereof in accordance with his ownership interest in the Common Elements, and in said event, such taxes or assessments shall be a Common Expense. Without limiting the authority of the Board provided for elsewhere herein, the Board shall have the authority to collect from the Owners their proportionate share of taxes or assessments for any year in which taxes are erroneously assessed on the Property as a whole.

E. Ownership and Title. A Lot may be held and owned by more than one Person as joint tenants, tenants in common, or in any real property tenancy relationship recognized under the laws of the State of Colorado. Each such Owner shall have and be entitled to the exclusive ownership and possession of his Residential Unit and the use of his Lot, subject to the provisions of these Declarations and applicable law.

F. Use of Common Elements. Subject to the restrictions herein, each Owner, and, his guests and permittees, shall have the non-exclusive right to use and enjoy the Common Elements for the purpose for which they are intended, subject to the rules and regulations of the Association, without hindering or interfering with the lawful rights of other Owners. It is expressly acknowledged that open space surrounding the Lots within the Subdivision, while available for Members' use as though it were a Common Element as specifically described herein, remains in the ownership of the Declarant, along with Lot 1 and the Common House thereon.

G. Charges for Use. Except for the assessments and other sums set forth herein, no Lot Owner shall be required to pay any additional fees or charges in connection with such Owner's use of any of the Common Elements; provided, however, the Association may undertake on a contractual basis any activity, function or service, for the benefit of all, some, or any Owners who agree to pay therefore, separate and apart from the assessments hereunder.

H. The Declarant, and the Association, shall have the right to construct new additions to the Common Elements upon written consent of all of the Owners, or if by Declarant, during the period of Declarant Control as provided herein without such consent. If the Declarant or the Association makes any new additions of Common Elements to be constructed hereafter, then, except as may be otherwise provided herein, (i) each Owner shall be responsible for his Proportionate Interest of any increase in Common Expenses created thereby, and (ii) each Owner shall thereafter have an undivided Proportionate Interest in the new additions as with all Common Elements, exception such Common Elements as remain in Declarant's ownership.

5. Easements. The Property, and all portions thereof, shall be subject to all recorded licenses and easements including, without limitation, any as shown on any recorded plat affecting the Property, or any portion thereof, and as shown on the **Exhibit C** Plat map, as may be amended.

A. Ingress and Egress and Support. Each Owner shall have a perpetual non-exclusive easement for the purpose of vehicular and pedestrian ingress and egress over, upon, and across the Common Elements necessary for access to that Owner's Lot, public or private streets, and each Owner shall have the right to the horizontal and vertical support of his Unit.

B. Association Use.

i. The Association, its officers, agents and employees shall have a non-exclusive easement to make such use of and to enter into, upon, across, under or above the Common Elements as may be necessary or appropriate to perform the duties and functions which it is permitted or required to perform pursuant to these Declarations or otherwise, including but not limited to the right to construct and maintain on the Common Elements any maintenance and storage facilities for use by the Association.

ii. The Association shall have a non-exclusive easement to make use of and to enter into, upon, across, under or above the Common Elements as may be necessary or appropriate to perform the duties and functions to which it is permitted or required to perform pursuant to these Declarations or otherwise.

C. Repairs - Ordinary and Emergency. If any Common Elements, or portions thereof, are located within a Residential Unit or upon a Lot (*i.e.* water/septic infrastructure), or are conveniently accessible only through a Residential Unit/Lot, the Association, its officers, agents or employees shall have a right to enter such Residential Unit/Lot after service of reasonable written notice and during regular business hours, for the inspection, maintenance, repair and replacement of any of such Common Elements or after service of such notice, if any, as is reasonable under the circumstances, at any time as may be necessary for making emergency repairs to prevent damage to the Common Elements or Lots or Residential Units. The Association expressly reserves a non-exclusive easement for such purposes. Damage to any part of a Residential Unit or Lot resulting from the above-described repairs or any damage caused to another Residential Unit or a Lot by the Common Elements located outside of the Residential Unit, including without limitation broken sewer/septic lines or water lines, shall be a Common Expense of all of the Owners, unless such damage is the result of the misuse or

negligence of one or more particular Owners, or their permittees, in which case such Owner or Owners shall be responsible and liable for all of such damage and may be charged for any cost thereof by special assessment. No diminution or abatement of assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of the above-described repairs or from action taken to comply with any law, ordinance or order of any governmental authority. Damaged improvements, fixtures or personalty shall be restored to substantially the same condition in which they existed prior to the damage.

D. Encroachments. If any part of the Common Elements encroaches upon a Residential Unit or Lot, a valid easement for such encroachment and for the maintenance of the same, so long as it stands, shall and does exist. If any portion of a Residential Unit or Lot encroaches upon the Common Elements, or upon any adjoining Lot or Residential Unit, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. In the event that a Residential Unit is partially or totally destroyed and then rebuilt, the Owners agree that minor encroachments of parts of the Common Elements due to such construction activities shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of any Residential Unit or appurtenance thereto constructed on the Property, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction. Such encroachments and easements shall not be considered or constructed to be encumbrances on the Common Elements or on the Residential Units or Lots. In interpreting any and all provisions of these Declarations, subsequent deeds, mortgages, deeds of trust or other security instruments relating to Residential Units and Lots, the actual location of a Residential Unit and established Lot lines shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered, notwithstanding any minor deviations, either horizontally, vertically or laterally, from the location of such Lots and Residential Units on the **Exhibit C** Plat map, as may be amended.

E. Utilities. Easements for the benefit of the Association are hereby declared and granted to install, lay, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the Common Elements, Lots, and the walls of the Residential Units whether or not within the intended Lot or Residential Unit boundaries, and easements are hereby declared for the purposes of installing utilities or services.

F. Public Servants and Emergencies. Subject to the provisions of these Declarations, a non-exclusive easement is further granted to all police, sheriff, fire protection, ambulance and all similar persons to enter upon the streets, Common Elements, and the Property in the proper performance of their duties.

G. Easements Deemed Created. The easements, uses and rights herein created for an Owner shall be deemed appurtenant to the Lot and Residential Unit, or other property, of that Owner, and all conveyances of Lots hereafter made, whether by Declarant, the Association, or otherwise, shall be construed to grant or reserve the easements, uses and rights set forth herein, even though no specific reference to such easements or this paragraph appears in the instrument for such conveyance.

H. Construction - Declarant's Easement. The Declarant reserves the right to perform warranty work, repairs, and construction work on all Lots and Common Elements, to store materials in secure areas, and to control, and have the right of access to, work and repairs until completion of Declarant's work within the Subdivision. All work may be performed by the Declarant and his agents and assigns without the consent or approval of the Association. The Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising their rights, whether arising under the Act or reserved in these Declarations. This easement includes the right to convey access, utility, and drainage easements to utility providers, special districts, El Paso County, or the State of Colorado.

I. Granting of Future Easements. The Common Interest Community may be subject to other easements or licenses granted by the Declarant if provided for by these Declarations.

J. Easements Reserved and Restrictions on Drainage Easements. Easements and rights of way are reserved on, over, and under the Common Elements and the Lots as shown on the Plat, or as may be constructed at the time of the sale of Lots, for construction, maintenance, repair, replacement, and reconstruction of poles, wires, pipes and conduits for lighting, heating, air conditioning, electricity, gas, telephone, drainage and any other public or quasi-public utility service purposes, for sewer and pipes of various kinds, and for any other necessary maintenance or repair, and specifically for drainage and septic systems associated with the Subdivision.

6. Signs and Marketing. The Declarant reserves the right to post and maintain signs and displays on any Lot owned by Declarant and in the Common Elements in order to promote sales of Lots. Declarant also reserves the right to conduct general sales activities in a manner that will not unreasonably disturb the rights of Lot owners.

7. Declarant's Property. The Declarant reserves the right to remove and retain all his property and equipment used in the sales, management, construction, and maintenance of the Property, whether or not they have become fixtures.

8. Declarant Control of the Association.

A. Subject to Paragraph 8.B. below, there shall be a period of Declarant control of the Association, during which a Declarant, or any persons designated by the Declarant, may appoint and remove the officers of the Association, and Directors of the Executive Board, and such persons are not required to be Lot owners. The period of Declarant control shall terminate no later than the later of:

i. Two years after conveyance to Lot owners other than a Declarant of 75 percent of the Lots that may be created in the Common Interest Community (i.e. 60 days following the sale of the 21st Lot); or

ii. Two years after the last conveyance of a Lot by the Declarant in the ordinary course of business. Declarant may voluntarily surrender the right to appoint and remove officers of the Association, and Members of the Executive Board, before termination of the period described above. In that event, the Declarant may require, for the duration of the period of Declarant control, that specified actions of the

Association or Executive Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective; or

iii. Ten years after recording of these Declarations.

B. Not later than 60 days after conveyance to Lot owners other than a Declarant of 25 percent of the Lots (*i.e.* 7 Lots), at least one Director of the Executive Board shall be elected by Lot owners other than the Declarant. Not later than 60 days after conveyance to Lot owners other than a Declarant of 50 percent of the Lots (*i.e.* 14 Lots), not less than 2 of the Members of the Executive Board must be elected by Lot owners other than the Declarant.

C. Not later than the termination of any period of Declarant control, the Lot owners shall elect an Executive Board of at least five Directors, all of whom shall be Lot owners, except for such Directors who are appointed representatives of Declarant. If any Lot is owned by a partnership, limited liability company, corporation, or similar entity, any officer, partner, manager, member, or employee of that Lot owner shall be eligible to serve as a Director of the Executive Board and shall be deemed to be a Lot owner for the purposes of the preceding sentence. The Executive Board shall elect the officers. The Executive Board Directors and officers shall take office upon election.

D. Notwithstanding any provision of these Declarations, or the Bylaws to the contrary, following proper notice, the Owners, by a vote of 67 percent of all Owners present and entitled to vote at a meeting of the Owners at which a quorum is present, may remove a Director of the Executive Board, with or without cause, other than a Director appointed by the Declarant. Declarant's appointed Executive Board Director, as described above at Paragraph 1.J., shall at all times be the the President of the Association, notwithstanding anything to the contrary herein.

9. Limitations on Special Declarant Rights. Unless terminated earlier by an amendment to these Declarations executed by the Declarant, any Special Declarant Right as described by statute may be exercised by the Declarant until the later of the following: as long as the Declarant (a) is obligated under any warranty or obligation; (b) owns any Lot/Unit; (c) owns any Security Interest in any Lot/Unit; or (d) ten (10) years have elapsed after recording of these Declarations. Earlier termination of certain rights may occur by statute.

10. Liability for the Common Expenses. Except as expressly provided elsewhere in these Declarations, the percentage of liability for Common Expenses allocated to each Lot shall be based *pro rata* to the total number of Lots in the Common Interest Community (*i.e.*, 1/27th per lot). Even should an Owner combine two Lots with the intent of utilizing the combined lots as a single residence, such combined Lots shall nonetheless be assessed as individual lots on a 1/27th basis for purposes of assessments. Nothing contained in this Paragraph 10 shall prohibit certain Common Expenses from being apportioned to particular Lots consistent with the terms and conditions of these Declarations, when such expenses are not related to all lots equally.

11. Votes. The Owners in the Common Interest Community, including the Declarant as to any Lots owned by the Declarant and as to the Open Space, shall have one vote in the affairs of the Association per lot owned provided, with additional votes

allocated to the Open Space based upon acreage, Common Elements thereon, and preservation equities, equivalent to 26 Lots; however, that if an Owner combines two or more Lots with the intent of utilizing the combined lots for a single residence, such resulting combined Lots shall have only a single vote. If more than one person owns a Lot, those persons must agree on how to cast that Lot's membership vote. Co-owners may not cast fractional votes. A vote by a co-owner for the entire Lot's membership interest shall be deemed to be pursuant to a valid proxy, unless another co-owner objects at the time the vote is cast, in which case such Lot's membership vote shall not be counted. Combined Lots shall each have one vote (*i.e.*, thereby resulting in fewer total votes).

12. Architectural Control.

A. No portion of the Property shall be used at any time for any purpose other than residential purposes, either temporarily or permanently, excepting home-office type purposes as may be permissible under El Paso County zoning and land use regulations applicable to the Property, provided no traffic or non-residential parking is associated with such home-office/business uses.

B. No Owner shall undertake any work to the interior or exterior of his or her Residential Unit or Lot inconsistent with the terms and conditions of these Declarations without the express written consent of the Board, or the Declarant during the Declarant's period of control, including but not limited to alteration of exterior appearance of a residential unit, painting of a residential unit, and installation of accessory structures or features on an Owner's Lot outside of a Residential Unit, so as to maintain the quality, uniqueness and uniformity of the community.

C. No Owner shall undertake any work in his Residential Unit or Lot which would jeopardize the soundness or safety of any other Residential Unit, Lot or Common Element, including an adjoined Residential Unit, nor which might reduce the value thereof or impair an easement thereon or thereto. Neither shall any Owner make any changes or additions to any Common Elements or enclose, by means of fencing, screening or otherwise, any Common Element without having first obtained the prior written approval of the Board, including with respect to the materials, design and specifications for such enclosure, as more particular provided in this paragraph.

13. Building/Subdivision Restriction. The Subdivision consists of twenty-six (26) Lots and single family Residential Units thereon, plus one (1) Lot containing the Common House/Community Center and community parking facilities, and extensive Common Element open space subject to the "Open Space and Forest Preservation" requirements described herein. By these Declarations, a building restriction is hereby placed on all Lots and Common Element open space within the Sanctuary of Peace subdivision prohibiting the construction of any permanent structures, buildings or above ground improvements on any platted drainage/stormwater easements, public utility easements, building setbacks, or other vested rights of way. No further subdivision of any Lot shall be permitted.

A. Open Space and Forest Preservation. It is Declarant's intent to maintain ownership of the Open Space surrounding the Lots within the Subdivision, as well as tracts between and adjacent to such Lots, though all such Open Space and tracts

shall be managed by the Association as Common Elements for the Owners' use, as provided herein and as subject to the terms and conditions of these Declarations, as well as the Articles of Incorporation, Bylaws, and Rules of the Association, if any. It is the Declarant's express intent to maintain the natural and native beauty and characteristics of the Open Space and tracts, prohibiting the construction of any permanent structures thereon, and utilizing only sustainable and fire wise land management on the Open Space and tracts, as depicted on the **Exhibit C** Plat map. However, notwithstanding the foregoing, certain portions of the Open Space and tracts shall be and are intended to be utilized for construction of central water systems/wells/well fields and wastewater treatment systems, and nothing in this Paragraph 13.A. shall limit the size, location or scope of such utilities as necessary for provision of services to the subdivision, as preliminarily depicted on the **Exhibit C** Plat Map. Such utilities may, in Declarant and Association's discretion, be relocated in the future to other areas of the Open Space or tracts without the consent of the Owners and without the need to amend these Declarations. No further subdivision or development of the Open Space or tracts may occur absent express amendment of these Declarations with approval of 100% of the Owners in the Subdivision, as well as any necessary approvals of applicable regulatory authorities.

14. Maintenance of Natural Forest/Vegetation. The Sanctuary of Peace Subdivision is located in the Black Forest, a natural environment of Ponderosa pine, Douglas fir and associated montane ecosystems. While the land within the Sanctuary of Peace Subdivision was not impacted by the 2013 Black Forest Fire, Declarant has undertaken extensive fire mitigation efforts, though stands of mature Ponderosa pine and Douglas fir trees remain throughout the Subdivision as of the time of these Declarations, which create natural visual/sight barriers between neighboring properties, as well as maintain the natural ecosystem for local flora and fauna. Except for purposes of disease and blight control, public safety, and to the extent necessary to prepare building sites for a primary residence upon a platted Lot and construction or related appurtenances and community infrastructure by Declarant and/or the Association, no portion of the remaining natural Ponderosa/Fir tree barrier described in this Paragraph 14. may be removed, timbered, cut down, or otherwise materially altered, absent amendment of these covenants by unanimous consent of the members of the Association, or by Declarant.

15. Dwelling Area Requirements/Limitations. No dwelling structure shall be constructed with ground floor area, *i.e.* footprint area, of the main structure exclusive of open porches, basements, and garages, of more than two thousand (2,000) square feet, with all such structures being one-story dwellings. In the event of the destruction of a particular Residential Unit, such reconstructed Residential Unit shall be of the same design/architecture as that destroyed, and of the same size. Further, while renovations and improvements to the Residential Units may occur with permission of the Association and proper permitting from applicable El Paso County authorities, no such renovation or improvement may at any time include the addition of any bedroom (*i.e.* rooms with a closet attached used for residential bedroom purposes) to any Residential Unit, nor to the Common House, absent express written consent of the Association, which shall not be provided without first obtaining written confirmation from all applicable regulatory authorities that such additional bedroom will not cause any compliance issue with water and water rights, nor with El Paso County Department of Health permitting, regulation and administration of wastewater systems.

16. Construction Type. All construction shall be new, and all construction shall be completed by the Declarant, the Association, or their assigns consistent with these Declarations and the Plat. No building previously used at another location, nor any building or structure originally constructed as a "mobile home" type dwelling or manufactured housing (to the extent such structures have the appearance of "mobile homes" or "doublewides"), nor domes may be moved onto any Lot within the Subdivision. Panels and major house components may, in Declarant's discretion, be manufactured off-site, provided that the assembly is conducted on-site and the resulting structure does not have the appearance generally associated with manufactured housing.

17. Underground Utilities. All future newly installed utilities, except for lighting standards and customary service devices for meters, transformers, access, control or use of utilities, shall be installed underground. Small satellite dishes for telecommunications shall be permissible.

18. Wells and Mineral Excavation. No portion of any Lot or any Common Element open space within the Subdivision shall be used to explore for or to remove any water, soil, hydrocarbons, or other minerals of any kind, with the exception of properly permitted and authorized water wells as described in these Declarations and the Augmentation Plan.

19. Maintaining of Drainage. There shall be no interference with the established drainage pattern as planned by Declarant for the entire Subdivision, including those drainage structures identified and included on the Plat.

20. Restoration in the Event of Damage or Destruction. In the event of damage or destruction of any Improvement on a Lot, the owner thereof shall cause the damaged or destroyed Improvement to be restored or replaced to its original condition or such other condition as may be approved in writing by the Association, or the owner shall cause the damaged or destroyed Improvement to be demolished, removed, and the Lot to be suitably landscaped, subject to the approval of the Association, so as to present a pleasing and attractive appearance, consistent with the uniformity of the Sanctuary of Peace community.

21. Accessory Building and Yard Items. No accessory buildings/structures shall be constructed on any Lot without the express written consent of the Board, or the Declarant during the period of Declarant Control. Any such accessory buildings, or structures, or yard items, whether movable or immovable, including without limitation, children's play or swim sets, basketball hoops, equipment or appliances, fountains, yard ornaments, masonry figures, and above-ground swimming pools, shall be permitted only if they are designed and installed to blend in with the overall architecture of the main dwelling structures. Metal and pre-manufactured storage sheds will not be allowed, except to the extent they likewise blend in with the overall architecture of the main dwelling structure.

22. Trailers, Campers, Boats and Other Vehicles. No boat, trailer, camper (not installed on its supporting vehicle), tractor, commercial vehicle, mobile home, motor home/RV, trail bikes, mini-bikes, motorcycles, all-terrain vehicles, snowmobiles, or any other type of recreational vehicle, or any towed trailer or truck, excepting pickup trucks solely for private use of the residents of a dwelling, shall be parked on any street at any

time, nor within any Lot outside of a garage. There shall be no on-street parking within the Sanctuary of Peace Subdivision.

23. Abandoned/Project Vehicles. No stripped down, abandoned, unlicensed, partially wrecked or junk motor vehicle or part thereof shall be permitted to be parked on any street or on any Lot within the Subdivision in such a manner as to be visible at ground level from any neighboring Lot within the Subdivision, or street.

24. Vehicle Repairs. No maintenance, servicing, repair, dismantling or repainting of any type of vehicle, boat or machine or device may be carried on within the Subdivision except within a completely enclosed Structure, or at such location as screens the sight and sound of the activity from the street and from adjoining Lots within the Subdivision.

25. Solar Collectors. Solar collectors or other solar devices may be permitted, if approved in advance by the Association, so long as they are designed and installed to blend in with the overall architecture of other improvements on the Lot and the community as a whole, and so long as the design and installation of any such solar amenities are completed with the advance written approval of the Declarant and/or Association.

26. Sound Devices. No exterior speakers, horns, whistles, bells or other sound devices, except for built-in speakers on the decks and patios adjoined to or in the immediate vicinity of primary dwelling structures, and for security devices used exclusively for security purposes, shall be located, used or placed on any structure or within any Lot. Volumes of such permitted exterior sound devices shall be maintained at such a level as to maintain the peace and tranquility of the community and subdivision.

27. Weeds. Lot owners are responsible for removing plants infected with noxious insects or plant diseases which are likely to cause a spread of noxious insects or plant diseases to neighboring properties, and for controlling and removing weeds declared noxious by applicable governmental authorities and in accordance with Colorado and El Paso County weed control rules and regulations, whether or not structures have been constructed thereon.

28. Animals.

A. No animals or livestock of any kind shall be housed, raised or kept on any Lot within the Subdivision, either temporarily or permanently, except as expressly provided in this Paragraph 28, such exceptions being as follows: (i) commonly accepted domesticated birds, fish, dogs, cats, and other small domestic animals permanently confined as household pets; (ii), an aggregate of not more than two (2) domesticated dogs and cats or similar animals may be maintained in or kept within each Residential Unit on each Lot. No such domesticated animals may be kept or maintained in violation of provisions of the Water Decree, attached as **Exhibit B**, nor in violation of any government regulation, and all such domesticated animals must be thoroughly secured and maintained within the Lot of the owner of such animals. There shall be no fencing installed on any lot, nor any dog runs of any kind, and therefore all pets must be on-leash and accompanied when outside of a residential unit, or contained utilizing electronic "invisible fencing" or similar.

B. No animal of any kind shall be permitted which produces sounds or smells that may be reasonably regarded as offensive, or as a nuisance.

C. No kennels, whether for breeding, rent, or sale shall be allowed within the Subdivision.

D. Incessantly barking and/or off-leash dogs, and loose cats, may harm wildlife and disturb the peace of the Subdivision, and are therefore prohibited. Dogs shall not be permitted to run loose and shall be kept under the control of the Owner at all times. No exterior doghouses or kennels will be permitted.

29. Antennas. Attic antennas inside any dwelling (as opposed to roof antennas) are effective, are less vulnerable to damage, and are encouraged. Visible antennas are prohibited. Small satellite dish antennas may be installed where they will be unobtrusive. Only devices 28 inches in largest dimension or smaller shall be permitted, unless screened in a manner that precludes unattractive views from public roads and adjoining Lots within the Subdivision.

30. Nuisance. No noxious or offensive activity shall be permitted upon any Lot or Common Element, nor shall actions intended to or tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood be permitted on any Lot or Common Element. No hazardous activities may be permitted upon any Lot or Common Element, nor in any Residential Unit. No annoying lights, sounds or odors shall be permitted to emanate from any Lot or Residential Unit. Outdoor lighting will be permitted to the extent it does not create a visual nuisance to neighboring or nearby property Owners. Any exterior lighting on any Lot shall either be indirect or of such controlled focus and intensity as not to disturb residents of adjacent or nearby Lots within the Subdivision. Lighting designs consistent with the design provisions of the "International Dark-Sky Association" are encouraged, minimizing local and regional light pollution. No activities which pollute or have the potential to pollute any well, surface water right, groundwater aquifer, or other water resource shall be permitted within the Subdivision. No trail bikes, mini-bikes, motorcycles, all-terrain vehicles, snowmobiles, or other such noise causing vehicles shall be operated within the Subdivision other than on county roads and going to and from residences, or for use in maintenance activities upon a Lot, or during emergency situations including but not limited to flood, fire, and blizzard/snow emergencies. No activity shall be permitted which will generate a noise level sufficient to interfere with the peaceful and reasonable quiet enjoyment of the persons on any adjoining or nearby Lots within the Subdivision. No hunting of any kind by any form or device, nor the discharge of any type of firearm, explosive or fireworks devices shall be permitted.

31. Storage and Trash Restrictions/Common Drop Off Locations. Except for common trash bins maintained and located in accordance with rules and regulations adopted by the Board, all garbage and trash shall be placed in receptacles which are kept within the garages of Residential Units except on the day of pick up. The Board may, in its discretion, enter into agreements or arrangements for common trash and garbage removal from all Residential Units, or from common drop off locations at locations to be determined by the Declarant and/or Association at various locations upon the property to which Owners will be required to deliver their respective trash for pick up on a regular schedule.

32. Parking. Except as provided for below, there shall be no parking of automobiles, trucks or vehicles of any type upon any part of the Subdivision except within the garages attached to each Residential Unit and within areas designated for parking on the **Exhibit C** Plat map, or as may be permitted in writing by the Association's Board under specific limited circumstances in the Board's discretion. Violation of this provision shall permit the Board to remove the offending vehicle at the expense of the owner of the vehicle. Driveways and roadways are to be kept clear of parked vehicles.

33. Water Augmentation Plan – Wastewater Disposal.

A. Decree. The Subdivision shall be subject to the obligations and requirements as set forth in the August 28, 2018 Judgment and Decree affirming the August 6, 2018 Findings of Fact and Ruling of Referee granting underground water rights and approving a plan for augmentation, as entered by the District Court for Water Division 2, State of Colorado, in Case No. 18CW3019 (consolidated with Division 1 Case No. 18CW3040), as recorded at Reception No. 218100150 of the El Paso County Clerk and Recorder, which is incorporated by reference ("Augmentation Plan"). The Augmentation Plan concerns the water rights and water supply for the Subdivision and creates obligations upon the Association, and the Owners, which run with the land. The water supply for the Subdivision shall be by community well(s) to the not-nontributary Dawson aquifer, under the Augmentation Plan, with wastewater treatment to occur through an Association-owned and operated septic system(s).

B. Water Rights and Facilities Ownership.

i. Declarant will transfer and assign to the Association all right, title and interest in the Augmentation Plan and water rights thereunder, except as set forth below. Those water rights assigned include a portion of the ground water in the nontributary Arapahoe aquifer (at least 1,097 acre-feet), and all of the Laramie-Fox Hills aquifer (at least 1,414 acre feet) of the Denver Basin, as adjudicated in the Augmentation Plan, and as reserved for replacement of any injurious post-pumping depletions.

ii. Declarant will further transfer and assign to the Association a minimum of 2,511 acre feet (8.37 annual acre feet based on a 300-year aquifer life) in the not-nontributary Dawson aquifer of the Denver Basin as adjudicated in the Augmentation Plan as the physical source of supply for all Lots from the community Benet Well No. 1 and any additional or replacement wells required. The Dawson aquifer well shall be augmented per the Augmentation Plan as operated and administered by the Association.

iii. The Declarant will further assign to the Association all obligations and responsibilities for compliance with the Augmentation Plan, including pumping, monitoring, accounting and reporting obligations, as well as all well, water and wastewater infrastructure necessary for the production and use of the water and water rights consistent with the Augmentation Plan. The Association shall assume and perform all such obligations and responsibilities, which expressly include design, installation, operation and maintenance of an appropriate non-evaporative central septic disposal system(s). By this assignment to the Association, the Declarant is relieved of any and all responsibilities and obligations for the administration, enforcement and operation of the Augmentation Plan. Such conveyance shall be subject to the obligations and

responsibilities of the Augmentation Plan and said water rights may not be separately assigned, transferred or encumbered by the Association, nor by the Owners. The Association shall maintain such obligations and responsibilities in perpetuity, unless relieved of such augmentation responsibilities by decree of the Water Court, or properly entered administrative relief.

iv. The Association's water rights in the not-nontributary Dawson aquifer underlying the Subdivision shall remain subject to the Augmentation Plan, and shall, not be severable from the property, and the Association covenants that it cannot sell or transfer such ground water rights to any party separate from the conveyance of the entirety of the property.

v. All not-nontributary Denver Basin groundwater in the Denver aquifer, and a portion of the groundwater in the nontributary Arapahoe aquifer not reserved and assigned to the Association for augmentation of any injurious post-pumping depletions, consistent with the Augmentation Plan, are otherwise retained by Declarant.

C. Water Administration.

i. The pumping of the community Dawson aquifer well (Benet Well No. 1 and additional/replacement wells) is limited to a maximum of 8.37 acre feet annually, consistent with the Augmentation Plan. The Association shall ensure that the allocations of use of water resulting from such pumping as provided in the Augmentation Plan is maintained, as between in-house, irrigation, and other allowed uses. The Association shall ensure that all domestic-type water usage on the property is treated utilizing a central non-evaporative septic system(s) in order to ensure that return flows from such system(s) are made to the stream system to replace depletions during pumping, and that such return flows shall not be sold, traded or used for any other purpose. The Association, as the owner of all obligations and responsibilities under the Augmentation Plan, shall administer and enforce the Augmentation Plan as applies to pumping from the community Dawson aquifer well and non-evaporative septic system(s). Such administration shall include, without limitation, accountings to the Colorado Division of Water Resources under the Augmentation Plan and taking all necessary and required actions under the Augmentation Plan to protect and preserve the ground water rights. Each Owner, and the Association, have the right to specifically enforce, by injunction if necessary, the Augmentation Plan, for any failure to comply with the Association's obligations under the Augmentation Plan, including the enforcement of the terms and conditions of well permit(s) issued pursuant to the Augmentation Plan, and the reasonable legal costs and fees for such enforcement shall be borne by the party against whom such action is necessary, to the prevailing party. The use of the not-nontributary Dawson ground water rights owned by the Association is restricted and regulated by the terms and conditions of the Augmentation Plan and these Declarations, including, without limitation, maximum annual well pumping of 8.37 acre feet. Failure of the Association to comply with the terms of the Augmentation Plan may result in an order from the Division of Water Resources under the Augmentation Plan to curtail use of ground water rights.

ii. The Association shall fully account for total pumping from the community well to the not-nontributary Dawson Aquifer, including for any irrigation, or other permitted/allowed uses as may be required under the Augmentation Plan. The frequency of such accounting shall be annually, unless otherwise reasonably requested

by the Division of Water Resources. The Association shall provide the Division of Water Resources with integrated accounting for pumping of all not-nontributary individual Dawson aquifer wells on an annual basis, unless otherwise reasonably requested by the Division of Water Resources.

iii. At such time as construction of an Arapahoe and/or Laramie-Fox Hills aquifer well is required for replacement of post-pumping depletions under the Augmentation Plan, the Association shall be responsible for all cost and expense in the construction of said well, as well as all reasonable reporting requirements of the Division of Water Resources associated therewith. The Association shall have authority to impose a reasonable fee or assessment upon all Lot owners in advance of construction so as to ensure sufficient funding is available to meet all post-pumping depletion replacement obligations, consistent with the terms and conditions of these Declarations.

D. Well Permits.

i. The Association, or Declarant, shall be responsible for obtaining a well permit for the community Benet Well No. 1 to the not-nontributary Dawson aquifer for provision of water supply to the Subdivision, and any replacement or additional not-nontributary Dawson aquifer wells to provide such supplies. Such Dawson aquifer well(s) shall be constructed and operated in compliance with the Augmentation Plan, the well permit(s) obtained from the Colorado Division of Water Resources, and the applicable rules and regulations of the Colorado Division of Water Resources. The costs of the construction, operation, maintenance and repair of such community well, any applicable treatment of water produced thereby, and delivery of water therefrom to the Residential Units located on each Lot, shall be a Common Expense subject to assessments by the Association. The Association shall comply with any and all requirements of the Division of Water Resources to log the well(s) and shall install and maintain in good working order an accurate totalizing flow meter on the well in order to provide the diversion information necessary for the accounting and administration of the Augmentation Plan.

ii. The Association shall further be responsible for obtaining any well permits, rights and authorities necessary for the construction of wells to the nontributary Arapahoe and/or Laramie Fox Hills aquifer, though such well(s) shall be constructed only for purposes of replacing any injurious post-pumping depletions, consistent with the Augmentation Plan, and shall not be constructed unless and until such post-pumping depletions must be replaced. The Association shall comply with any and all requirements of the Division of Water Resources to log such wells, and shall install and maintain in good working order an accurate totalizing flow meter on the well in order to provide all necessary accounting under the Augmentation Plan.

iii. No party guarantees to the Lot owners the physical availability or the adequacy of water quality from the community Benet Well No. 1, or additional and replacement wells, or augmentation wells, to be drilled under the Augmentation Plan. The Denver Basin aquifers which are the subject of the Augmentation Plan are considered a nonrenewable water resource and due to anticipated water level declines the useful or economic life of the aquifers' water supply may be less than the 100 years allocated by state statutes or the 300 years of El Paso County water supply requirements, despite current groundwater modelling to the contrary.

E. Compliance. The Owners and the Association, respectively, shall perform and comply with all terms, conditions, and obligations of the Augmentation Plan, and shall further comply with the terms and conditions of any well permits issued by the Division of Water Resources pursuant to the Augmentation Plan, as well as all applicable statutory and regulatory authority.

F. Amendments. No changes, amendments, alterations, or deletions to this Paragraph 33 of these Declarations may be made which would alter, impair, or in any manner compromise the Augmentation Plan, or the water rights of the Owners without the written approval of said parties, El Paso County, and from the Water Court.

G. El Paso County Requirements. El Paso County may enforce the provisions regarding the Augmentation Plan as set forth in these Declarations, should the Owners and/or Association fail to adequately do so.

H. Septic Systems and Leach Fields. As described in Paragraph 5, above, the Association is vested with all easements necessary for the installation, construction, use, maintenance and repair of a community septic wastewater treatment system(s) for treatment of water utilized within each Residential Unit, consistent with the terms and conditions of the Augmentation Plan. It is anticipated that each 5-7 Residential Units may share a "sub" wastewater system, but no such sub-system shall have a discharge of greater than 1,999 gallons per day, and the entire system shall in no instance exceed 6,000 gallons per day of discharge. Such wastewater treatment system(s) shall be Common Elements, and repair to any such sub-systems shall be allocable amongst all Lots/Residential Units, regardless of whether a particular Residential Unit utilizes a particular sub-system. Such system(s) may be located within any portion of the open space within the Subdivision, whether owned by Declarant or the Association, at Declarant's discretion, and the **Exhibit C** Plat map shall be updated and appended to these Declarations by recording, in order to provide an as-built description of such septic system/sub-systems and associated easements when completed.

34. Terms of Covenants and Severability. These Declarations shall run with the land and shall remain in full force and effect until amended or terminated, in whole or part, by the owners of the entirety of the Subdivision (*i.e.* all Owners and the Association) and filed for record with the Clerk and Records of El Paso County. If any of these Declarations be held invalid or become unenforceable, the other Declarations shall not be affected or impaired but shall remain in full force and effect.

35. Amendment of Declarations. Except as expressly mandated by applicable law, and except as limited by express provisions herein, these Declarations and the Plat may be amended only by vote or agreement of at least 67 percent of the Owners. For purposes of this Paragraph 35, Declarant shall be deemed an owner of each Lot until such time as such Lot(s) are transferred to a third party.

A. Amendment of Declaration by Declarant. Until such time as Declarant has conveyed any Lots to a third party, any of the provisions, covenants, conditions, restrictions and equitable servitudes contained in these Declarations may be amended or terminated by Declarant by the recordation of a written instrument, executed by Declarant, setting forth such amendment or termination. Declarant reserves the right

to unilaterally amend these Declarations in all circumstances permitted by law and which do not conflict with applicable statutes, rules or decrees. Notwithstanding anything contained within these Declarations, and to the extent permitted by law, if Declarant determines that any amendments to these Declarations shall be necessary in order for existing or future mortgages or other security instruments to be acceptable applicable authorities, then Declarant shall have and hereby specifically reserves the right and power to make, execute and record any such amendments without obtaining approval of Lot owners or mortgagees (or any percentage thereof).

B. Limitation of Challenges. An action to challenge the validity of an amendment adopted by the Association pursuant to this Paragraph 35 may not be brought more than one year after such amendment is recorded.

C. Recordation of Amendments. Each amendment to these Declarations must be recorded in the records of the Clerk and Recorder for El Paso County, Colorado, and the amendment is effective only upon recording.

D. Unanimous Consent. Except to the extent expressly permitted or required by other provisions of these Declarations, an amendment may not create or increase the number of Lots, change the boundaries of a Lot, change the vested property interests of a Lot or Lot owner, or the uses to which a Lot is restricted except by unanimous consent of the Owners.

E. Execution of Amendments. An amendment to these Declarations required to be recorded, as set forth herein, by the Association, which has been adopted in accordance with these Declarations, must be prepared, executed, recorded, and certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

36. Termination. Termination of the Common Interest Community may be accomplished by unanimous consent of the Owners; however, the covenants and restrictions herein regarding compliance with the Augmentation Plan shall not terminate unless the requirements of the Augmentation Plan are also terminated by order of the appropriate water court and a change of water supply is approved by El Paso County.

37. Assessment and Collection of Common Expenses.

A. Apportionment of Common Expenses. Except as otherwise expressly provided in this Paragraph 37, all Common Expenses shall be assessed against all Lots in accordance with their percentage interests in the Common Expenses as a portion of the total number of Lots, *i.e.* initially 1/27th per Lot, subject to the Declarant's/owners' right, if any, to combine Lots, thereby reducing the total number of Lots and reallocating the percentage interests in the Common Expenses. This shall include, but not be limited to, Common Expenses for reasonable maintenance and replacement of the Common Elements, including drainage and mailboxes, notwithstanding the fact that such maintenance and replacement could be viewed as benefiting one particular Lot over another. Without limiting any other authority regarding assessments provided for in these Declarations, assessments may, but shall not be required to, (i) be made monthly for snow plowing, and (ii) be made in advance for any maintenance or repairs to the other Common Elements.

B. Common Expenses Attributable to Fewer than all Lots.

i. Any Common Expense for services approved by the Association and provided by the Association to an individual Lot, or some Lots but fewer than all the Lots, at the request of the particular Lot owner or Owners shall be assessed only against the requesting Lot(s).

ii. An assessment to pay a judgment against the Association may be made only against the Lot(s) in the Common Interest Community at the time the judgment was entered in proportion to their Common Expense liabilities.

iii. If a Common Expense is incurred by the action or inaction of a Lot owner, the Association may assess that expense exclusively against that Lot owner's Lot.

iv. Fees, charges, taxes, impositions, late charges, fines, collection costs, and interest charged against a Lot owner pursuant to these Declarations, or any Rules and Bylaws lawfully enacted by the Association, and the Act are enforceable as Common Expense assessments.

C. Association Lien.

i. The Association is hereby granted, and shall have, a lien on a Lot for a Common Expense assessment levied against the Lot for fines imposed against its Lot owner. Fees, charges, late charges, attorneys' fees, fines, and interest charged pursuant to the Association's authority under these Declarations, any Rules or Bylaws lawfully enacted by the Association, and the Act, are enforceable as assessments under this Paragraph 37. The amount of the lien shall include all those items set forth in this Subparagraph 37.C. from the time such items become due. If a Common Expense assessment is payable in installments, each installment is a lien from the time it becomes due, including the due date set by any valid Association acceleration of installment obligations.

ii. A lien under this Paragraph is prior to all other liens and encumbrances on a Lot except: (1) liens and encumbrances recorded before the recordation of these Declarations; (2) a first Security Interest on the Lot recorded before the date on which the Common Expense assessment sought to be enforced became delinquent; and (3) liens for real estate taxes and other governmental assessments or charges against the Lot. This Subparagraph does not affect the priority of mechanic's or materialmen's liens or the priority of a lien for other assessments made by the Association. By purchasing a Lot, a Lot owner waives all federal and state homestead and other exemptions with respect to the lien for Common Expense assessments.

iii. Recording of these Declarations constitutes record notice and perfection of the lien. Further recording of a claim of lien for a Common Expense assessment under this Paragraph is not required.

iv. A lien for an unpaid Common Expense assessment is extinguished unless proceedings to enforce the lien are instituted within three years after

the full amount of the Common Expense assessment becomes due, except that if an owner of a Lot subject to a lien under this Paragraph 37 files a petition for relief under the United States Bankruptcy Code, the time period for instituting proceedings to enforce the Association's lien shall be tolled until thirty days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

v. This Paragraph 37 does not prohibit an action to recover sums for which Subparagraph i. of this paragraph creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.

vi. A judgment or decree in any action brought under this Paragraph 37 shall include costs and reasonable attorneys' fees for the prevailing party, which shall be additional Common Expense assessments.

vii. A judgment or decree in an action brought under this paragraph is enforceable by execution under Colorado law.

viii. The Association's lien must be foreclosed by the same judicial procedure by which a mortgage on real estate is foreclosed under Colorado law.

D. Payment of Assessments.

i. Certificate of Payment of Assessments. The Association, upon written request, shall furnish a Lot owner with a written statement setting out the amount of unpaid assessments against the Lot. The statement must be furnished within 14 calendar days after receipt of the request and is binding on the Association, and each Lot owner. A reasonable fee, established by the Association, may be charged for such statement.

ii. Monthly Payment of Common Expenses. All Common Expenses assessed under these Declarations shall be due and payable monthly unless otherwise determined by the Association. At the option of the Association Common Expenses may be assessed each month after actual expenses are incurred.

iii. Acceleration of Assessments. In the event of default in which any Lot owner does not make the payment of any assessment levied against his Lot within 10 days of the date due, the Association shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year immediately due and payable.

iv. Commencement of Assessments. Assessments shall begin on the first day of the month in which conveyance of the first Lot to a third party Lot owner other than the Declarant occurs. Assessments shall be levied against and payable by the owners of all Lots, including Lots still owned by Declarant.

v. No Waiver of Liability for Common Expenses. No Lot owner may become exempt from liability for payment of the Common Expense assessments by waiver of the use or enjoyment of the Common Elements or by abandonment of the Lot against which the Common Expense assessments are made.

vi. Personal Liability of Lot Owners. The Lot owner, at the time a Common Expense assessment or portion of the assessment is due and payable, is personally liable for the Common Expense assessment. Personal liability for the Common Expense assessment shall not pass to a successor in title to the Lot unless the successor agrees to assume the obligation. Each Lot Owner, including Declarant, covenants and agrees to pay, and shall be personally obligated to pay to the Association, in the manner, amounts and times prescribed herein, all assessments, charges, fines, fees and other sums described in these Declarations and/or imposed by the Association related to Common Elements and expenses related thereto. All Owners shall be jointly and severally liable to the Association for the payment of all assessments, charges, fees and other sums attributable to them and/or their respective Lot. In addition to the foregoing assessments, charges, fees and other sums, each Owner shall have the obligation to pay all applicable real property taxes, ad valorem taxes, and assessments imposed by Colorado governmental subdivisions or entities against his Lot, as well as all charges for separately metered utilities servicing his Residential Unit.

vii. Enforcement of Personal Obligation. In addition to the lien mechanisms described herein, the Association may, at its option, suspend all voting rights and the right to use any Common Elements, until all delinquent payments owed by an Owner are received, and/or may bring an action in law or equity against any Owner to collect any unpaid assessments, charges, fees and other sums. For any such action, the Association shall be additionally entitled to recover, and the Owner obligated to pay, interest thereon at the rate determined by the Board, an administrative charge as may be set forth in the Association's rules and regulations, court costs, and other collection costs, and reasonable attorneys' fees. Notwithstanding any terms and provisions of these Declarations to the contrary, but subject to the Act, the sale or transfer of any Lot shall not affect the personal liability or the lien for assessments, charges, fees or other sum levied hereunder. No sale, transfer, foreclosure or any proceeding in lieu thereof shall relieve either any Owner or any Lot from liability or the lien for any assessments, charges, fees or other sums thereafter becoming due.

viii. Reserve Fund. The Association may in its own discretion maintain a reserve fund to meet foreseen and unforeseen expenditures and may establish assessments for the same.

ix. Annual Assessments. The annual assessment shall be based upon the Board's annual budget of the requirements needed for the Common Expenses and the administration and performance of its duties during such assessment year. The annual budget shall be adopted consistent with C.R.S. §38-33.3-303(4). Any surplus funds of the Association remaining after the payment of or provision for Common Expenses and any prepayment of or provision of reserves shall be applied as the Board in its sole discretion determines appropriate; the Board is not required to credit, refund, or pay such funds to Owners. The annual assessments shall also include, at the Board's discretion, but shall not be limited to the following:

a. Any costs and expenses related to management and to the activities and property of the Association;

b. Any taxes and special tax assessments on the activities and property of the Association;

c. Premiums for all insurance which the Association is required or permitted to maintain and any deductibles or expenses attributable to such insurance;

d. Such repairs, restorations, replacements, improvements, and maintenance of the Common Elements which are the responsibility of the Association; provided, however, such work shall not require the prior approval of the Association regardless of the expense or amount thereof unless a Special Assessment is required pursuant to these Declarations;

e. Legal and accounting fees;

f. Any deficit remaining from a prior assessment year;

g. The creation of reasonable reserves, surpluses and sinking funds for the periodic replacement, repair and maintenance of the Common Elements and for other periodic expenses, and are payable in regular installments, rather than by special assessments, and adequate reserves for insurance deductibles.

x. Special Assessments. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part:

a. The cost of any emergency situation or any construction, demolition, reconstruction, repair or replacement of all or a substantial part of the Subdivision, including without limitation the Common Elements and any fixtures and appurtenances thereto, or

b. The expense of any other contingencies or unbudgeted costs.

xi. Procedure for Special Assessments. Written notice of any meeting called for the purpose of taking any action by the Association concerning a Special Assessment shall be sent by the Board to all Owners not less than ten (10) days nor more than fifty (50) days in advance of the meeting. Said notice shall specify the amount of the proposed Special Assessment and the date of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast sixty-seven percent (67%) of all the votes shall constitute a quorum. If the required quorum is not present another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be fifty percent (50%) of the required quorum at the preceding meeting. Such subsequent meeting shall not be held more than sixty (60) days following the preceding meeting. Any such Special Assessment shall require the assent of sixty-seven percent (67%) of the votes which are cast at such a meeting where a quorum is present.

xii. Unit Assessments. In the event that the Association incurs any expense or liability as a result of the willful, negligent or wrongful act of an Owner or his guests or permittees, or any breach by any of such parties of any of the provisions of these Declarations, the Association's By-Laws or the Association's rules and regulations,

and the same is not paid for by insurance, the cost thereof shall be an assessment against that Owner and his Lot, and if unpaid shall be both a personal obligation of such Owner and a Lien as herein provided. Additionally, except as otherwise provided in these Declarations, the Board may impose assessments against particular Owners and Lots pursuant to C.R.S. §38-33.3-315(3)(a) and (b).

38. Mechanics'/Other Liens.

A. Mechanics' Liens - Association Work. Labor performed, or services or materials furnished for the Common Elements, if duly authorized by the Board, shall be deemed to be performed or furnished at the express consent of each Owner, provided, however, any Owner may remove his Residential Unit and Lot from any such lien against the Subdivision, or against the Common Elements or a portion thereof, by payment to the holder of the lien of the fraction of the total sum secured by such lien, based upon the Proportionate Share, and the Board shall have no authority to bind the Owners beyond their Proportionate Share as provided above.

B. Mechanics' Liens - Owner Work. In the event a lien arises from work or material furnished for use and incorporated in any Residential Unit or Lot with the consent of or at the request of the Owner thereof or his agent or his contractor or subcontractor, and not requested by the other Owners or the Board, such Owner shall indemnify, defend and hold harmless all other Owners and the Association from and against any liability or loss arising from the claim of any such lien. In no event shall the claim of any such individual lien be the basis for the filing of a lien against a Lot or Residential Unit of any other Owner not expressly consenting to or requesting the same, or against any interest in the Common Elements; the filing of any such lien against the Lot or Residential Unit of a non-consenting Owner or against the Common Elements shall, to the extent permitted by law, be null and void and shall entitle such Owner or the Association to recover damages and expenses, including without limitation attorneys' fees, from the lienor.

C. Other Liens. As required by the Act, Declarant hereby states that it is possible that additional liens, other than mechanics' liens, assessment liens or tax liens, may be obtained, to the extent permitted by law and by these Declarations, against the Common Elements. To the extent permitted by law, all liens shall be subject to the covenants, terms and provisions of these Declarations.

39. Persons and Lots Subject to Declarations, Rules, Bylaws.

A. Compliance with Documents. All Owners, tenants, occupants of dwellings on Lots, and, to the extent they own Lots, mortgagees and the Declarant, shall comply with these Declarations, and any rules or bylaws subsequently enacted by the Association, including any such rules incorporated within the Associations' Articles of Incorporation (collectively the "Documents") and shall be subject to all rights and duties under the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the occupancy of a Lot constitutes agreement that the provisions of the Documents are accepted and ratified by that Lot owner, tenant, mortgagee, or occupant. All provisions recorded in the Documents are covenants running with the land and shall bind any Persons having at any time any interest or estate in any Lot.

B. Adoption of Rules. The Association may adopt Rules regarding the use and occupancy of Lots as they affect the Common Elements and the activities of occupants, subject to Notice and Comment.

C. Enforcement. The Association, as well as any aggrieved Owner, is hereby granted a right of action against any Lot owner who fails to comply with the provisions of the Documents or to comply with lawful decisions made by the Association. Each and every Lot owner is also granted a similar right of action against the Association. In any action maintained under this paragraph, the prevailing party shall be awarded its reasonable attorneys' fees and costs.

40. Insurance.

A. Coverage. To the extent reasonably available, the Association may obtain and maintain insurance coverage as set forth in this Paragraph 40. If such insurance is not reasonably available, or the Association determines that any insurance described in this paragraph will not be maintained, the Association shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Lot owners and first lien Security Interest holders at their respective last known addresses. Nothing herein shall be deemed to require that the Association maintain any insurance and such determination shall be made by the Association in its sole discretion.

B. Property Insurance Coverage.

i. Association property insurance, if any, will cover:

a. The facilities, consisting of (1) all Common Elements; and (2) all personal property owned by the Association, if any.

ii. The community insurance will be for an amount (after application of any deductions) equal to 100 percent of the community facilities' actual cash value at the time the insurance is purchased and at each renewal date. Personal property owned by the Association will be insured for an amount equal to its actual cash value.

iii. The Association is authorized to obtain appraisals periodically for the purpose of establishing replacement cost of the community facilities and the actual cash value of the personal property, and the cost of such appraisals shall be a Common Expense.

iv. The maximum deductible for insurance policies shall be as determined by the Association and shall be a Common Expense, unless caused by the act or omission of a Lot owner and assessed in accordance with these Declarations.

v. The insurance shall afford protection against "all risks" of direct physical loss commonly insured.

vi. Insurance policies required by this paragraph should further provide that:

a. The insurer waives the right to subrogation under the policy against a Lot owner or member of the household of a Lot owner.

b. An act or omission by a Lot owner, unless acting within the scope of the Lot owner's authority on behalf of the Association, will not void the policy or be a condition of recovery under the policy.

c. If, at the time of a loss under the policy, there is other insurance in the name of a Lot owner that covers the same risk covered by the policy, the Association's policy provides primary insurance.

d. Losses to be adjusted with the Association.

e. Insurance proceeds to be paid to any insurance trustee designated in the policy for that purpose and otherwise to the Association, but, in any case, the proceeds are to be held in trust for each Lot owner and the Lot owner's mortgagee.

f. The insurer may not cancel or refuse to renew the policy until 30 days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, to each Lot owner, and to each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

C. Liability Insurance. Liability insurance, including medical payments insurance, will be maintained by and in an amount determined by the Association, but in no event shall it be less than \$1,000,000. This insurance shall cover all occurrences commonly insured against for death, bodily injury, and property damage arising out of, or in connection with, the use, ownership, or maintenance of the Common Elements and the activities of the Association. Insurance policies carried pursuant to this Paragraph shall provide that:

i. Each Lot owner is an insured person under the policy with respect to liability arising out of the Lot owner's membership in the Association;

ii. The insurer waives the right to subrogation under the policy against a Lot owner or member of the household of a Lot owner;

iii. An act or omission by a Lot owner, unless acting within the scope of the Lot owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy;

iv. If, at the time of a loss under the policy, there is other insurance in the name of a Lot owner covering the same risk covered by the policy, the policy of the Association provides primary insurance; and

v. The insurer issuing the policy may not cancel or refuse to renew it until 30 days after notice of the proposed cancellation or non-renewal has been

mailed to the Association, each Lot owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their last known addresses.

D. Owner Policies. An insurance policy issued to the Association does not preclude, nor require, Lot owners from obtaining insurance for their own benefit, and all Lot owners are and shall be required to purchase insurance policies in amounts and with designated terms and beneficiaries described in Association Rules, Regulations and Bylaws. Nonetheless, each Lot Owner shall maintain "Loss Assessment Coverage" for additional coverage of losses otherwise covered by the Associations' policy, including of associated deductibles.

E. Other Insurance. The Association shall carry such other insurance as may be required by any first lien Security Interest holder and may carry other insurance that the Association considers appropriate to protect the Association.

F. Premiums. Insurance premiums for insurance carried or to be carried by the Association shall be a Common Expense.

G. Insurance Proceeds Insufficient. If the insurance proceeds are insufficient to repair and reconstruct the damaged or destroyed improvement(s), such damage or destruction shall be promptly repaired and reconstructed by the Association as attorney-in-fact, using the proceeds of insurance and the proceeds of a special assessment to be made against all of the Owners and their Lots. Such special assessment shall be a Common Expense and made according to each Owner's Proportionate Interest and shall be due and payable within thirty (30) days after written notice thereof, and only in this instance shall such Special Assessment not require approval of the members consistent with the provisions of Paragraph 35.D.xi. The Association shall have full authority, right, and power as attorney-in-fact, to cause the repair, replacement or restoration of the improvement(s) using all of the insurance proceeds for such purpose, notwithstanding the failure of an Owner to pay the assessment.

H. Consequences of Condemnation. If at any time all or any part of the Subdivision shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the Association and Owners shall be bound by the Act, including, but not limited to, the provisions of C.R.S. §38-33.3-107, as it may be amended from time to time, and notwithstanding any provision herein to the contrary.

41. Restoration of Common Elements.

A. Duty to Restore. All or any portion of the Common Interest Community for which insurance carried by the Association is in effect, must be repaired or replaced promptly by the Association unless:

- i. The Common Interest Community is terminated; or
- ii. Repair or replacement would be illegal under a state statute or municipal ordinance governing health or safety.

B. Cost. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

C. Plans and Specifications. The damaged property requiring restoration or repair must be repaired and restored in accordance with either the Plat or other plans and specifications that have been approved by the Association, a majority of voting Owners, and 51 percent of first lien Security Interest holders.

D. Insurance Proceeds. The Trustee or, if there is no Trustee, the Association, acting by appointed representative, shall hold any insurance proceeds in trust for the Association, Lot owners, and lien holders as their interests may appear. Subject to the provisions of these Declarations, the proceeds shall be disbursed first for the repair or restoration of the damaged Property. The Association, Lot owners, and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus after the property has been completely repaired or restored or unless the Common Interest Community is terminated.

E. Replacement of Less Than Entire Property.

i. The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community.

ii. Except to the extent that other persons will be distributes, the remainder, if any, of the proceeds must be distributed to each Lot owner or lien holder, as their interests may appear, in proportion to the Common Expense assessment percentages of all the Lots.

F. Certificates By Association. The Trustee, if any, may rely on the following certifications in writing made by the Association:

i. Whether or not damaged or destroyed property is to be repaired or restored; and

ii. The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

G. Certificates by Attorneys or Title Insurance Companies. If payments are to be made to Lot owners or mortgagees, then the Association, and the Trustee, if any, shall obtain and may rely on a title insurance company's or attorney's title certificate or a title insurance policy based on a search of the records from the date of the recording of the original Declarations, stating the names of the Lot owners and the mortgagees.

H. Association as Attorney-in-Fact; Damage and Destruction. All of the Lot owners irrevocably constitute and appoint the Association as their attorney-in-fact, for them and in their names, respectively, to deal with the Common Interest Community upon its destruction, repair, or obsolescence as in these Declarations provided. As attorney-in-fact, the Association, by its president and secretary, acting pursuant to authorization from the Association, shall have full and complete authority, right, and power to receive the proceeds of any insurance in the names of the Lot owners or the Association, and to

make, execute, and deliver any contract, deed, or any other instrument with respect to the interest of a Lot owner that is necessary and appropriate to exercise the powers in these Declarations granted.

42. Association Powers and Requirements.

A. Association Records and Minutes of Association Meetings. The Association shall permit any Owner, or holder, insurer, or guarantor of first mortgages secured by Lots, to inspect the records of the Association and the minutes of Association and committee meetings during normal business hours.

B. Powers and Duties. The Association, subject to the limitations contained in these Declarations and its Articles of Incorporation, shall have the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community, which shall include, but not be limited to, the following:

- i. Adopt and amend Bylaws, Rules, and regulations;
- ii. Adopt and amend budgets for revenues, expenditures, and reserves;
- iii. Collect Common Expense assessments from Lot owners;
- iv. Hire and discharge managers;
- v. Hire and discharge independent contractors, employees, and agents other than managing agents;
- vi. Institute, defend, or intervene in litigation or administrative proceedings or seek injunctive relief for violation of, or otherwise enforce, the Association's Declarations, Bylaws, or Rules in the Association's name, on behalf of the Association, or two or more Lot owners on matters affecting the Common Interest Community;
- vii. Make contracts and incur liabilities, including debt for the general benefit of the community;
- viii. Regulate the use, maintenance, repair, replacement, and modification of the Common Elements, and, to the extent set forth in these Declarations, including but not limited to enforcing parking restrictions within the property, which may be more restrictive than those required by El Paso County and/or any other entity having jurisdiction;
- ix. Cause additional Improvements to be made as a part of the Common Elements;
- x. Acquire, hold, encumber, and convey, in the Association's name, any right, title, or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only as provided herein;

xi. Grant easements for any period of time, including permanent easements, and leases, licenses, and concessions through or over the Common Elements;

xii. Impose and receive a payment, fee, or charge for the use, rental, or operation of the Common Elements and for services provided to Lot owners;

xiii. Impose a reasonable charge for late payment of assessments, and after Notice and Hearing, levy reasonable fines for violations of these Declarations, the Bylaws, Rules, and regulations of the Association;

xiv. Impose a reasonable charge for the preparation and recordation of amendments to these Declarations and for a statement of unpaid assessments;

xv. Provide for the indemnification of the Association's officers and Board, if any, and/or maintain directors' and officers' liability insurance;

xvi. Assign the Association's right to future income, including the right to receive Common Expense assessments to such parties and entities as may be approved by the Association's membership consistent with the provisions herein;

xvii. Exercise any other powers conferred by these Declarations, the Bylaws, or applicable law;

xviii. Exercise any other power that may be exercised in this state by legal entities of the same type as the Association;

xix. Exercise any other power necessary and proper for the governance and operation of the Association; and

xx. By resolution, establish permanent and standing committees to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Lot owners.

C. Executive Board Limitations. The Executive Board may not act on behalf of the Association to amend these Declarations, to terminate the Common Interest Community, or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term.

43. Enforcement. In the event that a dispute regarding an alleged violation of these Declarations cannot be resolved through discussion and negotiation of the parties, or subsequently by mediation, enforcement shall be by proceedings at law or in equity against any person(s) violating or attempting to violate any provision of these Declarations, including actions to restrain or enjoin such violation, and to recover damages. Venue shall be proper in the District Court for El Paso County, Colorado. The Owners and the Association shall abide by any injunctions so entered, without necessity of bond, in order to simplify judicial proceedings to remedy violations of these

Declarations. In addition, if a judicial action is necessary to prohibit or correct a violation of these Declarations, the prevailing party shall be entitled to recovery of all costs of the enforcement proceeding, including reasonable attorney's fees.

44. Public Water System. All Lot owner connections to the public water system are subject to the following covenants, in order to protect the public water system from contaminants or pollutants that could enter the distribution system by backflow from a Lot owner's water supply system through the service connection, in accordance with Title 25 of the Colorado Revised Statutes, Colorado Primary Drinking Water Regulations, and the Colorado Plumbing Code.

A. Definitions. The following terms utilized herein shall have the following definitions for purposes of these Declarations associated with this paragraph 44 concerning the Public Water System:

i. "Active date" means the first day that a backflow prevention assembly or backflow prevention method is used to control a cross-connection in each calendar year.

ii. "Air gap" is a physical separation between the free flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel installed in accordance with standard ASME A112.1.2.

iii. "Backflow" means the undesirable reversal of flow of water or mixtures of water and other liquids, gases or other substances into the public water systems distribution system from any source or sources other than its intended source.

iv. "Backflow contamination event" means backflow into a public water system from an uncontrolled cross connection such that the water quality no longer meets the Colorado Primary Drinking Water Regulations or presents an immediate health and/or safety risk to the public.

v. "Backflow prevention assembly" means any mechanical assembly installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the mechanical assembly is appropriate for the identified contaminant at the cross connection and is an in-line field-testable assembly.

vi. "Backflow prevention method" means any method and/or non-testable device installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the method or non-testable device is appropriate for the identified contaminant at the cross connection.

vii. "Certified cross-connection control technician" means a person who possesses a valid Backflow Prevention Assembly Tester certification from one of the following approved organizations: American Society of Sanitary Engineering (ASSE) or the American Backflow Prevention Association (ABPA). If a certification has expired, the certification is invalid.

viii. "Containment" means the installation of a backflow prevention assembly or a backflow prevention method at any connection to the public water system that supplies an auxiliary water system, location, facility, or area such that backflow from a cross connection into the public water system is prevented.

ix. "Containment by isolation" means the installation of backflow prevention assemblies or backflow prevention methods at all cross connections identified within a customer's water system such that backflow from a cross connection into the public water system is prevented.

x. "Controlled" means having a properly installed, maintained, and tested or inspected backflow prevention assembly or backflow prevention method that prevents backflow through a cross connection.

xi. "Cross connection" means any connection that could allow any water, fluid, or gas such that the water quality could present an unacceptable health and/or safety risk to the public, to flow from any pipe, plumbing fixture, or a customer's water system into a public water system's distribution system or any other part of the public water system through backflow.

xii. "Multi-family" means a single residential connection to the public water system's distribution system from which two or more separate dwelling units are supplied water.

xiii. "Single-family" means: a single dwelling which is occupied by a single family and is supplied by a separate service line; or a single dwelling comprised of multiple living units where each living unit is supplied by a separate service line.

xiv. "Uncontrolled" means not having a properly installed and maintained and tested or inspected backflow prevention assembly or backflow prevention method, or the backflow prevention assembly or backflow prevention method does not prevent backflow through a cross connection.

xv. "Water supply system" means a water distribution system, piping, connection fittings, valves and appurtenances within a building, structure, or premises. Water supply systems are also referred to commonly as premise plumbing systems.

B. Authority and Control.

i. The public water system shall have the authority to survey all service connections within the distribution system to determine if the connection is a cross-connection.

ii. The public water system shall have the authority to control all service connections within the distribution system if the connection is a cross-connection.

iii. The public water system may control any service connections within the distribution system in lieu of a survey as long as the service connection is controlled with an air gap or reduced pressure zone backflow prevention assembly.

iv. The public water system may collect fees for the administration of this program.

v. The public water system shall maintain records of cross-connection surveys and the installation, testing and repair of all backflow prevention assemblies installed for containment and containment by isolation purposes.

vi. Except as otherwise provided herein, the public water system shall administer, implement and enforce the provisions of this Covenant.

C. Requirements.

i. Lot owner service connections shall be subject to a survey for cross connections. If a cross connection has been identified an appropriate backflow prevention assembly and or method shall be installed at the Lot owner's water service connection within 120 days of its discovery. The assembly shall be installed downstream of the water meter or as close to that location as deemed practical by the public water system. If the assembly or method cannot be installed within 120 days the public water system must take action to control or remove the cross connection, suspended service to the cross connection or receive an alternative compliance schedule from the Colorado Department of Public Health and Environment.

ii. In no case shall it be permissible to have connections or tees between the meter and the containment backflow prevention assembly.

iii. In instances where a reduced pressure principle backflow preventer cannot be installed, the owner must install approved backflow prevention devices or methods at all cross-connections within the Declarant and owner's plumbing system.

iv. Backflow prevention assemblies and methods shall be installed in a location which provides access for maintenance, testing and repair.

v. Reduced pressure principle backflow preventers shall not be installed in a manner subject to flooding.

vi. Provisions shall be made to provide adequate drainage from the discharge of water from reduced pressure principle backflow prevention assemblies. Such discharge shall be conveyed in a manner which does not impact waters of the state.

vii. All assemblies and methods shall be protected to prevent freezing. Those assemblies and methods used for seasonal services may be removed in lieu of being protected from freezing. The assemblies and methods must be reinstalled and then tested by a certified cross-connection control technician upon reinstallation.

viii. Where a backflow prevention assembly or method is installed on a water supply system using storage water heating equipment such that thermal expansion causes an increase in pressure, a device for controlling pressure shall be installed.

ix. All backflow prevention assemblies shall be tested at the time of installation and on an annual schedule thereafter. Such tests must be conducted by a Certified Cross-Connection Control Technician.

x. The public water system shall require inspection, testing, maintenance and as needed repairs and replacement of all backflow prevention assemblies and methods, and of all required installations within the Declarant and owner's plumbing system in the cases where containment assemblies and or methods cannot be installed.

xi. All costs for design, installation, maintenance, testing and as needed repair and replacement are to be borne by the Lot owner.

xii. No grandfather clauses exist except for fire sprinkler systems where the installation of a backflow prevention assembly or method will compromise the integrity of the fire sprinkler system.

xiii. For new buildings, all building plans must be submitted to the public water system and approved prior to the issuance of water service. Building plans must show: water service type, size and location; meter size and location; backflow prevention assembly size, type and location; and fire sprinkler system(s) service line, size and type of backflow prevention assembly.

xiv. All fire sprinkling lines shall have a minimum protection of an approved double check valve assembly for containment of the system.

xv. All glycol (ethylene or propylene), or antifreeze systems shall have an approved reduced pressure principle backflow preventer for containment.

xvi. Dry fire systems shall have an approved double check valve assembly installed upstream of the air pressure valve.

xvii. In cases where the installation of a backflow prevention assembly or method will compromise the integrity of the fire sprinkler system the public water system can chose to not require the backflow protection. The public water system will measure chlorine residual at location representative of the service connection once a month and perform periodic bacteriological testing at the site. If the public water system suspects water quality issues the public water system will evaluate the practicability of requiring that the fire sprinkler system be flushed periodically.

D. Inspection, Testing, and Repair. Backflow prevention assemblies or methods shall be tested by a Certified Cross-Connection Control Technician upon installation and tested at least annually, thereafter. The tests shall be made at the expense of the Lot owner. Any backflow prevention assemblies or methods that are non-testable, shall be inspected at least once annually by a certified cross-connection control technician. The inspections shall be made at the expense of the Lot owner.

i. As necessary, backflow prevention assemblies or methods shall be repaired and retested or replaced and tested at the expense of the customer whenever the assemblies or methods are found to be defective.

ii. Testing gauges shall be tested and calibrated for accuracy at least once annually.

E. Reporting and Recordkeeping.

i. Copies of records of test reports, repairs and retests, or replacements shall be kept by the Lot owner for a minimum of three (3) years.

ii. Copies of records of test reports, repairs and retests shall be submitted to the public water system by mail, facsimile or e-mail by the testing company or testing technician.

iii. Information on test reports shall include, but may not be limited to:

- a. Assembly or method type
- b. Assembly or method location
- c. Assembly make, model and serial number
- d. Assembly size
- e. Test date; and
- f. Test results including all results that would justify a pass or fail outcome
- g. Certified cross-connection control technician certification agency
- h. Technician's certification number
 - i. Technician's certification expiration date
- j. Test kit manufacturer, model and serial number
- k. Test kit calibration date

F. Right of Entry. A properly credentialed representative of the public water system shall have the right of entry to survey any and all buildings and premises for the presence of cross-connections for possible contamination risk and for determining compliance with this paragraph 44. This right of entry shall be a condition of water service in order to protect the health, safety and welfare of customers throughout the public water system's distribution system.

G. Compliance. Lot owners shall cooperate with the installation, inspection, testing, maintenance, and as needed repair and replacement of backflow prevention assemblies and with the survey process. For any identified uncontrolled cross-connections, the public water system shall complete one of the following actions within 120 days of its discovery: control the cross connection; remove the cross connection; or suspend service to the cross connection. The public water system shall give notice in writing to any owner whose plumbing system has been found to present a risk to the public water system's distribution system through an uncontrolled cross connection. The notice and order shall state that the owner must install a backflow prevention assembly or method at each service connection to the owner's premises to contain the water service. The notice and order will give a date by which the owner must comply. In instances where a backflow prevention assembly or method cannot be installed, the owner must install approved backflow prevention assemblies or methods at all cross-connections within the owner's water supply system. The notice and order will give a date by which the owner must comply.

H. Violations and Penalties. Any violation of the provisions of this paragraph 44, shall, upon conviction be punishable as provided in all applicable statutes, laws, and regulations.

I. Conflict With Other Codes. If a dispute or conflict arises between the Colorado Plumbing Code as adopted herein, and any plumbing, mechanical, building, electrical, fire or other code adopted by the State, then the most stringent provisions of each respective code shall prevail.

45. Captions. The captions contained in these Declarations are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of the Declarations or the intent of any provision thereof.

46. Gender. The use of the masculine gender refers to the feminine gender, and vice versa, and the use of the singular includes the plural, and vice versa, whenever the context of these Declarations so require.

47. Waiver. No provision contained in these Declarations is abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

48. Invalidity/Severability. The provisions of these Declarations shall be deemed to be independent and severable and if any of the provisions of these Declarations or any clause, paragraph, sentence, phrase or word, or the application thereof, in any circumstances be invalidated by judgment or Court Order, such invalidity shall not affect the validity of the remainder of these Declarations, which other provisions shall remain in full force and effect.

49. Conflict. These Declarations are intended to comply with the requirements of the Act, including C.R.S. §§38-33.3-105 to 38-33.3-107, If there is any conflict between these Declarations and the Act, or any other applicable statutes, the provisions of such statutes shall control.

50. Binding Affect – Amendment.

A. Covenants Running With Property. The benefits, burdens, and all other provisions contained in these Declarations shall be covenants running with and binding upon the Property and all Lots created thereon, respectively.

B. Binding Effect. The benefits, burdens and all other provisions contained in these Declarations shall be binding upon, and inure to the benefit of the Declarant, the Association and all Lot Owners, and upon and to their respective heirs, executors, administrators, personal representatives, successors and assigns. Any right or any interest reserved or contained in these Declarations to or for the benefit of the Declarant may be transferred or assigned by the Declarant, either separately or with one or more of the rights or interests, to any person, corporation, partnership, association or other entity.

C. Amendment.

i. The covenants and restrictions of these Declarations and the Lots described herein and created hereby/through the Plat, shall run with and bind the land for a term of twenty (20) years from the date of the recording of these Declarations, after which time these Declarations shall be automatically extended for successive periods of ten (10) years each, until such time as these Declarations are terminated or revoked in the manner herein provided.

ii. Except as is otherwise provided herein, these Declarations shall not be revoked or terminated unless all of the Owners, and all First Mortgagees which have given the Association notice of their interest in any Residential Unit/Lot, consent and agree to such termination or revocation by an instrument duly recorded; such termination and revocation shall also comply with C.R.S. §39-33.3-218. Except as provided in this Paragraph 49, these Declarations shall not be amended or modified

unless the voting Owners, including Open Space Owner, having at least sixty-seven percent (67%) of the Proportionate Interests and the First Mortgagees of at least sixty-seven percent (67%) of the Residential Units/Lots which have provided the Association notice of their interest in any Residential Unit/Lot have agreed to such amendment; provided, however, (a) that any section in these Declarations which requires a particular percentage of Owners and/or Mortgagees may be amended only by written consent of the specified percentage of those parties; (b) that this Paragraph may be amended by an instrument signed by Owners of at least ninety percent (90%) of the voting interests, and one hundred percent (100%) of all First Mortgagees who have given the Association notice of their lien; (c) that an Owner's Proportionate Interest in the Common Elements appurtenant to each Lot as set forth herein shall have permanent character and shall not be altered without the consent of all of the Owners and all of the First Mortgagees of which have provided the Association notice of their interest in any Residential Unit/Lot; and (d) that the Declarant hereby reserves the right until the Period of Declarant Control is terminated, but without the vote of the Owners, to make such amendments to these Declarations, the Articles of Incorporation and/or the Bylaws of the Association, as may be necessary to correct typographical errors or ambiguities in said documents, and each Lot Owner and Mortgagee by accepting a deed or other instrument to a Lot within the Subdivision appoints Declarant as his attorney-in-fact for purposes of executing in said Lot Owner's name and recording any such amendments to these Declarations, and each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Residential Unit/Lot and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of the power to the Declarant to make, execute and record any such amendments.

iii. The consent of any junior Mortgagee shall not be required under the provisions of this Paragraph 49. In determining whether the appropriate percentage of Mortgagee approval is obtained, each First Mortgagee which has provided the Association notice of their interest in any Residential Unit/Lot shall have one (1) vote for each First Mortgage owned.

iv. To be effective, all amendments to these Declarations must be recorded in the public records of El Paso County, Colorado, and an amendment must be indexed in the grantee's index in the name of the common interest community and the Association and in the grantor's index in the name of each person executing the amendment. The amendment shall be prepared, executed, recorded, and certified on behalf of the Association by any officer of the Association designated for that purpose, or in the absence of designation, by the president of the Association. All expenses associated with preparing and recording an amendment to the Declaration shall be the sole responsibility of the party designated in C.R.S. §38-33.3-217(6).

v. Recording of Amendments. To be effective, all amendments to or revocation or termination of these Declarations must be recorded in the office of the Clerk and Recorder of the County of El Paso, Colorado, and must contain evidence of the required approval thereof.

51. Acceptance of Documents/Waiver of Homestead. The conveyance, sale, transfer, lease or encumbrance of a Residential Unit or Lot shall be deemed to include the acceptance of all of the provisions of these Declarations, the Articles of Incorporation and Bylaws of the Association, and the waiver of any homestead rights and any

exemptions under any state or federal law and shall be binding upon each grantee and mortgagee without the necessity of inclusion of such an express provision in the instrument of conveyance or encumbrance.

52. No Waiver. Failure to enforce any provisions of these Declarations shall not operate as a waiver of any such provision or of any other provision of these Declarations.

53. Governing Law. These Declarations shall be governed by, and construed in accordance with, the laws of the State of Colorado, and venue shall be proper in a Court of competent jurisdiction in El Paso County, Colorado.

54. Remedies Cumulative. The rights and remedies of the Association are distinct and cumulative to any other right or remedy hereunder or afforded by law or equity and may be exercised concurrently, independently or successively without effect or impairment upon one another.

55. Implied Approval by Mortgagees. Notwithstanding any provision of these Declarations, when any matter requires First Mortgagee approval, such approval will be assumed when that First Mortgagee fails to submit a written response to any written proposal for an amendment within thirty (30) days after it receives written notice of the proposal, provided the notice was delivered by certified or registered mail with a "return receipt" requested. Any First Mortgagee shall be given notice of any proposed action requiring its consent, if the First Mortgagor has sent a written request to the Association, stating both its name and address and the Lot number/Lot address on which it has (or insures or guarantees) the Mortgage.

IN WITNESS WHEREOF, the Declarant has caused these Declarations to be executed this __ day of _____, 2020.

By: _____
_____, as _____
of Declarant, Benet Hill Monastery
of Colorado Springs

Attachment 9
Water efficiency plan

Water Efficiency Plan – Not Applicable

The system will not deliver no more than 8.37 acre-feet of water per year. No Water Efficiency Plan is required.

Attachment 10
Operation and maintenance manual

Sanctuary of Peace POA
Water System Operation and Maintenance
Manual



This O&M Manual belongs to:

Sanctuary of Peace POA

PWSID #: CO0121702

Completed by David Stanford

Date: 02/15/2020

General System Information

General System Information

Water System Name	Sanctuary of Peace
PWSID #	CO0121702
Location/Town	Promise Point Colorado Springs, CO 80921
System Owner	Benet Hill Monastery
System ORC	David G. Stanford

Contact List

Contact List

Contact Name	Contact Position	Contact Address	Contact Phone #	Contact E-Mail Address
Vincent Crowder	POA Manager	3190 Benet Lane Colorado Springs, CO 80921	Cell (719) 355-1639 OFC (719) 633-0655	VCROWDER@BENETHILLMONASTERY.ORG
David Stanford	ORC	P.O. Box 1903 Woodland Park, CO 80866	(719) 687-2386	d.stanford@h2oconsultants.biz

Organizational Chart

Organizational Chart

Vincent Crowder

Sanctuary of Peace POA

Water Operator

Job Descriptions

Owner/Legal Entity

Name: Vincent Crowder/Sanctuary of Peace POA

List of Primary Responsibilities:

√	Ensure the facility is operated by an Operator in Responsible Charge (ORC) with appropriate certifications
√	Ensure all process control and system integrity decisions about water quality or quantity affecting public health or environment are made by an ORC
√	Ensure a certified operator is available on-site or in contact as needed to initiate appropriate actions in a timely manner for each operating shift
√	Keep a current ORC Reporting Form on file with the Water Quality Control Division

Requirements or Certifications

List of Additional Responsibilities:

√	Provide Funding
√	Work with operator

Owner/Legal Entity

Name: David Stanford/H2O Water Consultants/Water Treatment Plant Operator

List of Primary Responsibilities:

√	Control the processing of raw, treated, and finished water
√	Prepare and control chemical addition for water
√	Observe and respond to variations in operating conditions
√	Interpret instrument readings and adjust
√	Operate valves, gates and pumps
√	Maintain logs and records
√	Collect and/or analyze process control samples
√	Inspect and test new, modified, or repaired facilities prior to placing them in service
√	Implement preventative maintenance programs for facilities
√	Comply with laws, regulations, and reporting requirements

Requirements or Certifications

√	"C" Level Water Operator's Certificate & Level "1" Distribution System Certificate

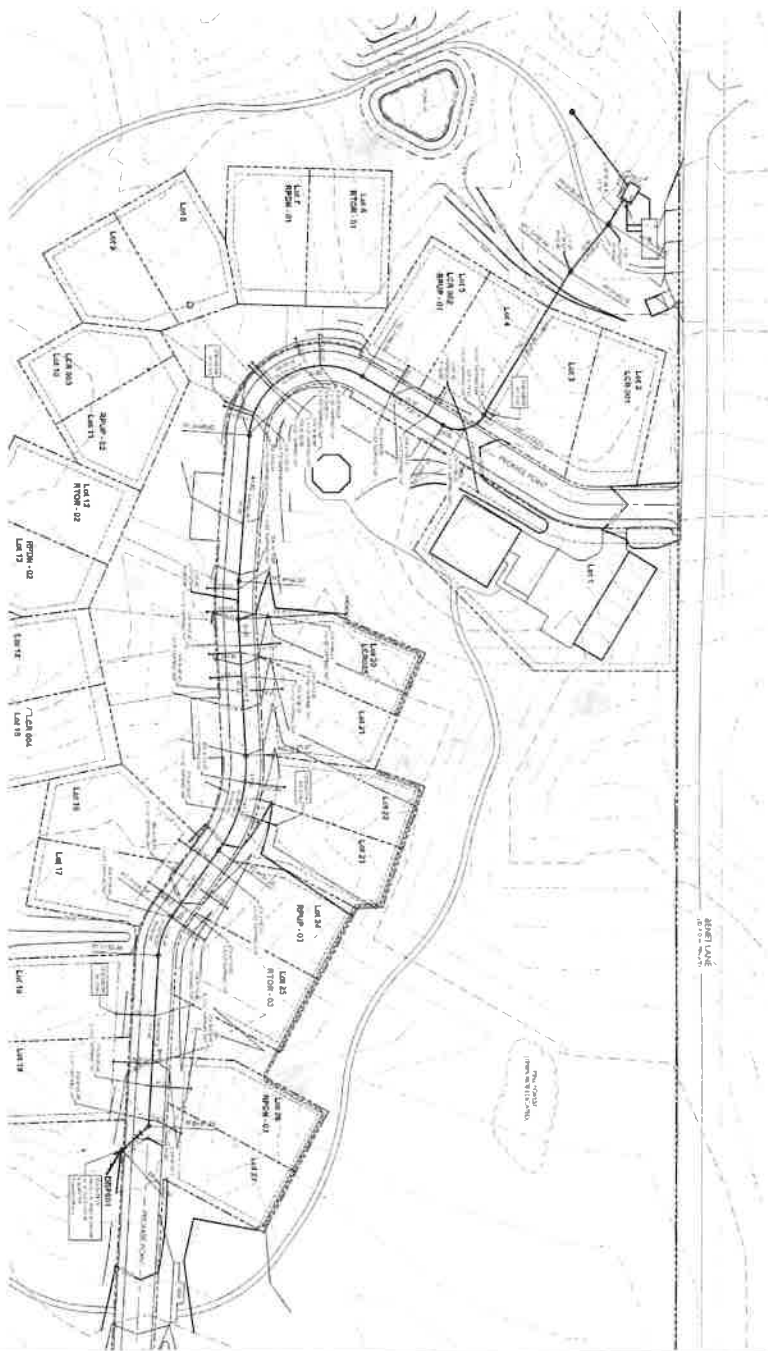
List of Additional Responsibilities:

√	Keep records, Monitoring Plan, Operations Manual & Cross Control Program Manuals Current.

System Maps/Process Diagram

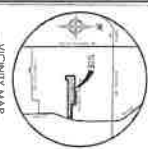
Water Treatment System Diagram

Water System Map



WATER SYSTEM MATERIALS:

1. All water lines shall be installed in accordance with the latest edition of the International Plumbing Code (IPC) and the International Water Code (IWC).



VICINITY MAP

Scale: 1" = 100'



Sanctuary of Peace
Residential Community
Water System Plan
Distribution &
Service Lines

W-2
61087
MVS WP

FEBRUARY 14, 2020
SHEET 2 OF 6

PUDSP 19 002

Topic	Questions to Ask Yourself	Who Has Primary Responsibility for This?	What is My Role as Operator
Source Water	<ul style="list-style-type: none"> Do you have enough source water to meet projected needs over the next 20 years? 	Owner of the system	Manage the system properly. Communicate to your supervisor about source water supply.
	<ul style="list-style-type: none"> Do you have a source water protection program in place? 	Owner and/or primary operator	Following procedures established in the protection program, such as completing and submitting required reports. Bring source water protection up to your supervisor if you do not know if one is in place
Facilities and Resources	<ul style="list-style-type: none"> Is the capacity of the system appropriate to meet water demands through the next 20 years? 	Owner of the system	Help supervisor/owner/board understand current capacity of system.
	<ul style="list-style-type: none"> Is your system in compliance with all applicable Federal and State of CO regulations? 	Owner of the system	Run the system according to the rules and regulations, as well as in accord with the established policies and procedures. Communicate areas of non-compliance and what is needed to address the non-compliance.
	<ul style="list-style-type: none"> Does your system have certified personnel adequate for now and in the future? 	Owner and/or chief operator of the system	Obtain and maintain license and/or certifications that fit your system. Identify any assistance you need to get the job done, in particular, if/when dictated by changes in regulations.
	<ul style="list-style-type: none"> Does your system prepare an annual budget? 	Owner of the system	Either prepare it or gather information for the person(s) who do(es).
Fire Protection	<ul style="list-style-type: none"> Does the water system have adequate storage to provide water to all customers and meet fire flow requirements? 	Owner of the system	Proper maintenance, monitoring, and reporting. Communicate any deficiencies in fire protection storage or planning.

Emergency Response Plan

System Information

Keep this basic information easily accessible to authorized staff for emergency responders, repair people, and the news media.

System information

System Identification Number	CO0121702	
System Name and Address	Sanctuary of Peace POA 3190 Benet Lane Colorado Springs, CO 80921	
Directions to the System	Exit Baptist Road from Interstate 25 North or South proceed 3.1 miles East on Baptist Road to CO Hwy 83 then proceed right about .7 Miles to System Site	
Basic Description and Location of System Facilities	.7 miles south of Intersection Hodgins Rd and CO Hwy 83 in El Paso County, Colorado	
Location/Town	Colorado Springs Colorado	
Population Served and Service Connections from Division of Drinking Water Records	54 Residents and their guests	Twenty seven (27) service connections
System Owner	Sanctuary of Peace POA	
Name, Title, and Phone Number of Person Responsible for Maintaining and Implementing the Emergency Plan	Vincent Crowder	(719) 355-1639 Phone

Chain of Command - Lines of Authority

The first response step in any emergency is to inform the person at the top of this list, who is responsible for managing the emergency and making key decisions.

Chain of command – lines of authority

Name and Title	Responsibilities During an Emergency	Contact Numbers
Vincent Crowder POA Manager	Responsible for overall management and operations of the Sanctuary of Peace POA Water System. Vincent is responsible for managing the emergency and dealing with the public	(719) 355-1639
David Stanford ORC	Responsible for overall operations of the water treatment plant & distribution system.	(719) 687-2386

Events that Cause Emergencies

The events listed below may cause water system emergencies. They are arranged from highest to lowest probable risk.

Events that cause emergencies

Type of Event	Probability or Risk (High-Med-Low)	Comments
Fire	Med	Dry Summers and vegetation on the property cause fire risk
Water Main Break	Med	Older water system water main breaks are always a risk
Boil Water Notice	Low	Bacteriological contamination of the distribution system

Emergency Notification

Notification call-up lists - Use these lists to notify first responders of an emergency.

Emergency Notification List				
Organization or Department	Name & Position	Telephone	Night or Cell Phone	Email
Local Law Enforcement	Officer On Duty	911	911	
Fire Department	Officer On Duty	911	911	
Emergency Medical	Officer On Duty	911	911	
Water Operator (if contractor)	Dave Stanford	(719) 687-2386	Same	daves@h2oconsultants.biz
Primacy Agency Contact CDPHE	Water Quality Control Division	(303) 692-3500		
Hazmat Hotline	Incident Report Line	(877) 518-5608		
Neighboring Water System (not connected)	Glenn Eagle Water Colorado Springs Utilities	(719) 488-3603 (719) 448-4800		

Service / Repair Notifications				
Organization or Department	Name & Position	Telephone	Night or Cell Phone	Email
Electric Utility Co.	Mountain View Electric	(719) 495-2283		
Electrician	D&J Quality Electrician	719) 495-4312		
Gas/Propane Supplier	Black Hills	(719) 303-0712		
Water Testing Lab.	Colorado Analytical Lab	(303) 659-2313		
Sewer Utility Co.	N/A Septic			
Telephone Co.	Century Link	1 (877) 837-5738		
Plumber	Olson Plumbing & Heating Co	(719) 635-3563		
Pump Supplier	Barnhart Pump Company	(719) 683-7512	Same	mark@barnhartpump.com
"Call Before You Dig"	UNCC	811	811	

Response Actions for Specific Events

In any event, there are a series of general steps to take:

1. Analyze the type and severity of the emergency;
2. Take immediate actions to save lives;
3. Take action to reduce injuries and system damage;
4. Make repairs based on priority demand, and
5. Return the system to normal operation.

The following tables identify the assessment, set forth immediate response actions, define what notifications need to be made, and describe important follow-up actions.

A. Fire

Assessment	Which Building is on Fire
Immediate Action	Call Fire Department with address & fire information
Notifications	Vincent Crowder & Dave Stanford
Follow-up-Actions	Assess damage and costs determine if water system can be operated

B. Water Main Break

Assessment	Locate Leak and leak size
Immediate Action	Shut down the water leak
Notifications	Vincent Crowder & Dave Stanford
Follow-up-Actions	Contact Olson Plumbing for repair of the leak. Once repaired restore water service

C. Boil Water Order

Assessment	Positive Bacteriological sample. Is boiling appropriate Investigate cause.
Immediate Action	Contact CDPHE Post Public Notice
Notifications	CDPHE & Vincent Crowder
Follow-up-Actions	Monitor TC & Chlorine Residuals. Public Notice & Notice Certification to CDPHE

Alternative Water Sources

Tie into adjacent water supply system:

Water Systems within one mile of your system	Feasibility of Connecting
GlenEagle Water Colorado Springs Utilities	N/A N/A

Alternate source(s) of water

Alternative Sources	Names	Phone	Availability	Is the Water Safe for Drinking?
Bottled water Suppliers for potable water use	Sam's Club Costco	(719) 264-5010 (719) 277-0407	Good	Bottled Water

Emergency Response Plan

System Information

System Name: The Sanctuary of Peace POA

Public Water System (PWS) Number: CO0121702

Lead Operator Name/#: David Stanford (719) 687-2386

Back-up Operator Name/#: Dave Stanford (719) 687-2386

Owner Name/#: Benet Hill Monastery

Population Served: 54 Full Time Residents and their guests.

Number of Service Connections: Twenty Seven (27)

Attach treatment schematic and distribution system map from Monitoring Plan. See Pages 13 & 14 of this document!

Emergency Contact Information

Life threatening emergency always dial: 911

CDPHE 24-Hour Emergency Hotline: 1-877-518-5608

CoWARN (to receive aid from other utilities) Website: www.cowarn.org

County Sheriff #: 911

Critical Customer Contact #s: NONE

Alternate Sources of Water Supply Name/#: Sam's Club and/or Costco

Emergency Power #: Electrician #: Mountain View Electric 719-495-2283

Plumber #: Olson Plumbing & Heating Co (719) 635-3563

Locates/Excavator #: 811 _____

List of Critical Equipment/Chemicals with Supplier Name/#:

Chlorine Bleach/Amazon

Name/# of Neighboring Utilities: Glenn Eagle Water 719-488-3603; CSU 719-448-4800

Emergency Response Procedures

Shut-down procedures and location of shut-off valve: Main Building turn off pump power and close the valve

Start-up procedures: Turn on the pump power and open the valve

Public notification procedures: Post Public Notices on the front door of the Monastery

Location of fire extinguisher/safety equipment: In water treatment plant

Location of spare or repair parts: In water treatment plant

Additional Resources The CoWARN website contains resources for planning and responding to emergencies: <http://www.cowarn.org/>

Operations and Maintenance Planning

Task or activity description	Authorized person(s) or position(s)	Operational limits and response
Weekly System Checks, Free Chlorine Monitoring	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	<p>CDPHE has determined that the Sanctuary of Peace is a Community Public Water Supply consisting of one, point source and one water distribution system. The Point source is the Sanctuary of Peace POA well. This well and water treatment system serve the Sanctuary of Peace POA.</p> <p>The ORC (Responsible Operator in Charge) will check the Sanctuary of Peace POA treatment facilities at least weekly to monitor chlorine solution levels, water storage tank levels and free available chlorine entering the distribution system. The Operator in Responsible Charge of this water treatment system requires a "D" level operator' certification or above. The water distribution system requires a Level "1" Water Distribution System Operator or above. Trained Sanctuary of Peace POA employees are allowed by the ORC to mix chlorine solution to continue daily plant operations to CDPHE Regulation 11 Standards and to test and to record free chlorine levels found during systems checks.</p>
Mixing Chlorine Solution	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	Mix chlorine solution using NSF approved Sodium Hypochlorite and water using chlorine solution mixing concentration on the chlorine solution tanks.
Total coliform distribution system sampling	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	<p>Collect Total Coliform samples from sites identified in the Sanctuary of Peace POA Monitoring Plan as required in the Sanctuary of Peace POA Drinking Water Schedule provided by CDPHE on their website.</p> <p>If the chlorine residual measured at sampling is below 0.2 mg/L or above 4.0 mg/L, immediately notify the certified operator in responsible charge.</p>
Free Chlorine Sampling	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	If the chlorine residual measured is below 0.2 mg/L or above 4.0 mg/L, immediately notify the certified operator in responsible charge (ORC).
Nitrate Annual Sampling	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	<p>Take Nitrate Sample as required by CDPHE from each point source at least once per year. Sampling requirements are outlined in the Benet Hill Drinking Water Schedule provided on the CDPHE web-site.</p> <p>Order sample kit from the Sanctuary of Peace POA contract laboratory.</p> <p>Follow sample instructions provided in the laboratory sample kit. Follow the Sanctuary of</p>

Task or activity description	Authorized person(s) or position(s)	Operational limits and response
		Peace POA Water Monitoring Plan for the proper site location for collecting the sample from each point source required to be sampled in the CDPHE Drinking Water Schedule.
Nitrite Sampling / Once every Nine Years	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	Take Nitrite Samples from each point source once every nine years or as required by CDPHE. Order sample kit from the Sanctuary of Peace POA contract laboratory. Follow sample instructions provided in the laboratory sample kit. Follow the Sanctuary of Peace POA Water Monitoring Plan for the proper site location for collecting the sample from each point source required to be sampled in the CDPHE Drinking Water Schedule.
Disinfection Byproduct Sampling	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	Take TTHM & HAA5 in August of each year or as required by CDPHE. Order sample kit from the Sanctuary of Peace POA contract laboratory. Follow sample instructions provided in the laboratory sample kit. Follow the Sanctuary of Peace POA Water Monitoring Plan for the proper site location for collecting the sample from each point source required to be sampled in the CDPHE Drinking Water Schedule.
Lead & Copper Sampling	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	Take ten Lead & Copper Samples twice per year or as required by CDPHE. Order sample kit from the Sanctuary of Peace POA contract laboratory. Follow sample instructions provided in the laboratory sample kit. Follow the Sanctuary of Peace POA Water Monitoring Plan for the proper site location for collecting the sample from each Lead & Copper site required to be sampled in the CDPHE Drinking Water Schedule.
Fluoride Sampling	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	Take Fluoride Samples once every three years or as required by CDPHE. Order sample kit from the Sanctuary of Peace POA contract laboratory. Follow sample instructions provided in the laboratory sample kit. Follow the Sanctuary of Peace POA Water Monitoring Plan for the proper site location for collecting the sample from each point source required to be sampled in the CDPHE Drinking Water Schedule.

Task or activity description	Authorized person(s) or position(s)	Operational limits and response
Inorganics Group	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	Take Inorganics Group Samples as required by CDPHE. Order sample kit from the Sanctuary of Peace POA contract laboratory. Follow sample instructions provided in the laboratory sample kit. Follow the Sanctuary of Peace POA Monitoring Plan for the proper site location for collecting the sample from each point source required to be sampled in the CDPHE Drinking Water Schedule.
Synthetic Organics Group	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	Take Synthetic Organics Group Samples as required by CDPHE from each point source. Order sample kit from the Sanctuary of Peace POA contract laboratory. Follow sample instructions provided in the laboratory sample kit. Follow the Sanctuary of Peace POA Water Monitoring Plan for the proper site location for collecting the sample from each point source required to be sampled in the CDPHE Drinking Water Schedule.
Volatile Organics Group	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	Take Volatile Organics Group Samples as required by CDPHE from each point source. Order sample kit from the Benet Hill contract laboratory. Follow sample instructions provided in the laboratory sample kit. Follow the Sanctuary of Peace POA Water Monitoring Plan for the proper site location for collecting the sample from each point source required to be sampled in the CDPHE Drinking Water Schedule.
Radiological Sampling	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	Take Radiological Group Samples as required by CDPHE from each point source. Order sample kit from the Sanctuary of Peace POA contract laboratory. Follow sample instructions provided in the laboratory sample kit. Follow the Sanctuary of Peace POA Water Monitoring Plan for the proper site location for collecting the sample from each point source required to be sampled in the CDPHE Drinking Water Schedule.
Chlorine Contact Tank Inspection	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	Quarterly inspect chlorine contact tanks, and water storage tanks at the Sanctuary of Peace POA treatment facility to assure they are protected from outside contamination not leaking.

Task or activity description	Authorized person(s) or position(s)	Operational limits and response
Water Main Break	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	If possible, locate and isolate the water leak using main line valves. Contact the Sanctuary of Peace POA contract excavation/main repair contractor/contract plumber. Contact Sanctuary of Peace POA office for notification of water shut down and area's affected. Contact ORC for situation report.
Well Pump or Pressure Pump Breakdown	All H2O Consultants LTD Employee's & Trained Sanctuary of Peace POA Employee's	It is always best to monitor well pump and pressure pump operations closely. During summer months thunderstorms with lightning can severely damage well pump and pressure pump equipment. Should the Sanctuary of Peace POA have a well pump or pressure pump failure contact Barnhart Pump Company (719) 683-7512 to schedule the needed pump replacement.

Operations SOP'S & Logging Data

Standard Operating Procedure

*Task title:	System Checks, & Free Chlorine Monitoring
*Date of last review and ORC initials	02/15/2020
*Next annual review due date:	02/14/2021
Location:	Weekly at Water Treatment Plants
*Authorized persons or positions:	Trained H2O Consultants LTD., Employees & Trained Sanctuary of Peace POA staff.
*Operational limits and response:	<p>The Sanctuary of Peace POA water treatment plant operations are controlled by a float monitoring water levels in the water storage tank. Once weekly monitor & record free chlorine level at the distribution system entry point in the water treatment plant.</p> <p>Collect and record meter readings, free chlorine residual in the distribution system, free chlorine entering the distribution system, and solution tank level. Record the information on Sanctuary of Peace POA forms in the Sanctuary of Peace POA treatment plant.</p> <p>Contact ORC if Free Chlorine levels are below 0.3 entering the water distribution system.</p>
Records and reporting:	ORC will update on-line WIM's weekly log with, time, operator initials, residual chlorine level, all other information noted in the WIM's daily record.
Tools needed to complete task:	Free Chlorine test kit, records forms, pen or pencil.
PPE requirement:	None

Standard Operating Procedure

*Task title:	Mixing Chlorine Solution.
*Date of last review and ORC initials	02/15/2020
*Next annual review due date:	02/14/2021
Location:	Sanctuary of Peace POA treatment plant, weekly or more as needed.
*Authorized persons or positions:	Trained H2O Consultants LTD., Employees & Trained Sanctuary of Peace POA staff.
*Operational limits and response:	Check chlorine solution tank levels weekly. Add new solution based on solution tank level (low or near empty) and solution mixture labeled on solution tank. Keep NSF approved sodium hypochlorite in stock for refilling solution tank.
Records and reporting:	Update the records log in comments, that chlorine solution was mixed.
Tools needed to complete task:	Garden hose to add water to sodium hypochlorite in solution tank.
PPE requirement:	None

Standard Operating Procedure

*Task title:	Total Coliform Sampling and Disinfection Residual Monitoring in the Distribution System
*Date of last review and ORC initials	02/15/2020
*Next annual review due date:	02/14/2021
Location:	<p>Total coliform sample locations. Routine Total coliform sample locations are outlined in the Sanctuary of Peace POA Monitoring Plan.</p> <p>All routine samples should be taken from the restroom sinks of the sample location. Remove the aeration screens from the faucet and allow cold water to run for a few minutes before collecting the water sample. (See Instructions Below)</p> <p>Samples can be taken from an outside spigot or hydrant but not a tap that has a gooseneck faucet or a swivel faucet, as these often generate false positives.</p>
*Authorized persons or positions:	Trained H2O Consultants LTD., Employees & Trained Sanctuary of Peace POA staff.
*Operational limits and response:	If the free chlorine residual measured is below 0.2 mg/L or above 4.0 mg/L, immediately notify the ORC.
Records and reporting:	Update the sampling form in the Sanctuary of Peace POA plant with free residual chlorine level measured.
Tools needed to complete task:	Lab issued total coliform sample bottle(s) & pen to fill out the lab sample form.
PPE requirement:	None

Steps to complete process



Chlorine Test Kit
 CN-70 (1454200), CN-70F (1454201), CN-70T (1454202)
 DOC326.96.00003

Test preparation

CAUTION: ⚠️ Review the Safety Data Sheets (MSDS/SDS) for the chemicals that are used. Use the recommended personal protective equipment.

NOTICE: This product has not been evaluated to test for chlorine and chloramines in medical applications in the United States.

- Analyze samples immediately after collection.
- Put the color disc on the center pin in the color comparator box (numbers to the front).
- Use sunlight or a lamp as a light source to find the color match with the color comparator box.
- Rinse the tubes with sample before the test. Rinse the tubes with deionized water after the test.
- If the color match is between two segments, use the value that is in the middle of the two segments.
- If the color disc becomes wet internally, pull apart the flat plastic sides to open the color disc. Remove the thin inner disc. Dry all parts with a soft cloth. Assemble when fully dry.
- The long-path adapter for the low range test shows the color in the tubes from top to bottom. Make sure the light source is above the tubes during the color match.
- Undissolved reagent does not have an effect on test accuracy.
- For free chlorine, read the result immediately after the reagent is added to prevent interference from monochloramine. If the sample contains 3.0 mg/L monochloramine, the free chlorine result increases each minute by 0.1 mg/L.
- If the low range test result is more than the maximum limit, use the mid range test procedure with a fresh sample.

Test procedure—Free or total chlorine, low range (0–0.68 mg/L Cl₂)



1. Install the long-path adapter in the color comparator box.



2. Fill a tube to the top line with sample.



3. Put the tube into the left opening of the color comparator box.



4. Fill the bottle to the 25-mL mark with sample.



5. Add one DPD (Free or Total) Chlorine Powder Pillow. Swirl to mix.



6. For free chlorine, read the result within 1 minute. For total chlorine, wait 3 minutes. Read the result within 6 minutes.



7. Fill a second tube to the top line with the prepared sample.



8. Put the second tube into the color comparator box.



9. Hold the color comparator box below a light source. Turn the color disc to find the color match.



10. Read the value in the scale window. Divide the value by 5 to get the result in mg/L.

Replacement Items

Description	Unit	Item no.
DPD Free Chlorine Reagent Powder Pillows, 25 mL	100/pkg	1407099
DPD Total Chlorine Reagent Powder Pillows, 25 mL	100/pkg	1406499
Bottle, square, with 25-mL mark	each	1704200
Color disc, DPD chlorine, 0–3.4 mg/L	each	990200
Color comparator box	each	173200
Long-path adapter	each	2412200
Plastic viewing tubes, 18 mm, with caps	4/pkg	4660004

Optional Items

Description	Unit	Item no.
Caps for plastic viewing tubes (4660004)	4/pkg	4660014
Glass viewing tubes, glass, 18 mm	8/pkg	173006
Stoppers for 18-mm glass tubes and Accu/Vac Ampuls	6/pkg	173106
Water, deionized	500 mL	27249

Standard Operating Procedure

*Task title:	Free Chlorine Residual Sampling
*Date of last review and ORC initials	02/15/2020
*Next annual review due date:	02/14/2021
Location:	At Entry Point to Distribution System. When collecting routine Total Coliform Sampling.
*Authorized persons or positions:	Trained H2O Consultants LTD., Employees & Trained Sanctuary of Peace POA staff.
*Operational limits and response:	If the chlorine residual measured in Step 10 is below 0.2 mg/L or above 4.0 mg/L, immediately notify the ORC.
Records and reporting:	Update the records log with date, time, and location of the residual chlorine level measured in Step 10.
Tools needed to complete task:	Chlorine test kit and DPD Reagent
PPE requirement:	None

Standard Operating Procedure

Steps to complete process



Chlorine Test Kit
 CN-70 (1454200), CN-70F (1454201), CN-70T (1454202)
 DOC326.98.00003

Test preparation

CAUTION: ⚠ Review the Safety Data Sheets (MSDS/SDS) for the chemicals that are used. Use the recommended personal protective equipment.

NOTICE: This product has not been evaluated to test for chlorine and chloramines in medical applications in the United States.

- Analyze samples immediately after collection.
- Put the color disc on the center pin in the color comparator box (numbers to the front).
- Use sunlight or a lamp as a light source to find the color match with the color comparator box.
- Rinse the tubes with sample before the test. Rinse the tubes with deionized water after the test.
- If the color match is between two segments, use the value that is in the middle of the two segments.
- If the color disc becomes wet internally, pull apart the flat plastic sides to open the color disc. Remove the thin inner disc. Dry all parts with a soft cloth. Assemble when fully dry.
- The long-path adapter for the low range test shows the color in the tubes from top to bottom. Make sure the light source is above the tubes during the color match.
- Undissolved reagent does not have an effect on test accuracy.
- For free chlorine, read the result immediately after the reagent is added to prevent interference from monochloramine. If the sample contains 3.0 mg/L monochloramine, the free chlorine result increases each minute by 0.1 mg/L.
- If the low range test result is more than the maximum limit, use the mid range test procedure with a fresh sample.

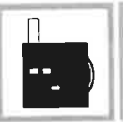
Test procedure—Free or total chlorine, low range (0–0.68 mg/L Cl₂)



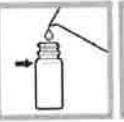
1. Install the long-path adapter in the color comparator box.



2. Fill a tube to the top line with sample.



3. Put the tube into the left opening of the color comparator box.



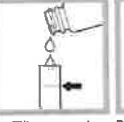
4. Fill the bottle to the 25-mL mark with sample.



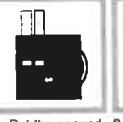
5. Add one DPD (Free or Total) Chlorine Powder Pillow. Swirl to mix.



6. For free chlorine, read the result within 1 minute. For total chlorine, wait 3 minutes. Read the result within 6 minutes.



7. Fill a second tube to the top line with the prepared sample.



8. Put the second tube into the color comparator box.



9. Hold the color comparator box below a light source. Turn the color disc to find the color match.



10. Read the value in the scale window. Divide the value by 5 to get the result in mg/L.

Replacement items

Description	Unit	Item no.
DPD Free Chlorine Reagent Powder Pillows, 25 mL	100/pkg	1407099
DPD Total Chlorine Reagent Powder Pillows, 25 mL	100/pkg	1406499
Bottle, square, with 25-mL mark	each	1704200
Color disc, DPD chlorine, 0–3.4 mg/L	each	990200
Color comparator box	each	173200
Long-path adapter	each	2412200
Plastic viewing tubes, 18 mm, with caps	4/pkg	4660004

Optional items

Description	Unit	Item no.
Caps for plastic viewing tubes (4660004)	4/pkg	4660014
Glass viewing tubes, glass, 18 mm	6/pkg	173006
Stoppers for 18-mm glass tubes and AccuVac Ampula	6/pkg	173108
Water, deionized	500 mL	27249

Standard Operating Procedure

*Task title:	Sample Collection of Nitrate, Nitrite, Fluoride, Gross Alpha, Uranium, Inorganics, Synthetic Organics, & Volatile Organics
*Date of last review and ORC initials	02/15/2020
*Next annual review due date:	02/14/2021
Location:	All Samples should be taken from the sample points outlined in the Sanctuary of Peace POA Monitoring Plan and the annual CDPHE Monitoring Schedule.
*Authorized persons or positions:	Trained H2O Consultants LTD., Employees & Trained Sanctuary of Peace POA staff.
*Operational limits and response:	<p>Take Samples as required by CDPHE Monitoring Schedule from each point source.</p> <p>Order sample kit from the Sanctuary of Peace POA contract laboratory.</p> <p>Follow sample instructions provided in the laboratory sample kit.</p> <p>Follow the Sanctuary of Peace POA Water Monitoring Plan & CDPHE Drinking Water Monitoring Schedule for the proper site location for collecting the sample from each point source required to be sampled in the CDPHE Drinking Water Schedule.</p> <p>Immediately notify the certified operator in responsible charge if you contaminate the sample bottles or have any problems collecting the samples.</p>
Records and reporting:	Use lab chain of custody form & update with date, time, location of the sample taken
Tools needed to complete task:	Lab issued sample bottle(s) and preservatives.
PPE requirement:	None

Standard Operating Procedure

*Task title:	Sample Collection of Disinfection Byproduct Sampling
*Date of last review and ORC initials	02/15/2020
*Next annual review due date:	02/14/2021
Location:	<p>Samples should be collected at the point of longest detention time outlined in the Sanctuary of Peace POA Monitoring Plan & CDPHE Annual Monitoring Schedule.</p> <p>Samples can be taken from an outside spigot or hydrant of the sample site.</p>
*Authorized persons or positions:	Trained H2O Consultants LTD., Employees & Trained Sanctuary of Peace POA staff.
*Operational limits and response:	<p>Take Samples as required by CDPHE Monitoring Schedule from each point source.</p> <p>Order sample kit from the Sanctuary of Peace POA contract laboratory.</p> <p>Follow sample instructions provided in the laboratory sample kit.</p> <p>Follow the Sanctuary of Peace POA Water Monitoring Plan & CDPHE Drinking Water Monitoring Schedule for the proper site location for collecting the sample from each point source required to be sampled in the CDPHE Drinking Water Schedule.</p> <p>Immediately notify the certified operator in responsible charge if you contaminate the sample bottles or have any problems collecting the samples.</p> <p>.</p>
Records and reporting:	Update the sampling log with date, time, & location
Tools needed to complete task:	Lab issued TTHM & HAA5 sample bottle(s), chain of custody form, bottle labels, and a pen.
PPE requirement:	None

Standard Operating Procedure

*Task title:	Sample Collection of Lead & Copper Samples
*Date of last review and ORC initials	02/15/2020
*Next annual review due date:	02/14/2021
Location:	<p>Samples should be collected at sites outlined in the Sanctuary of Peace POA Monitoring Plan & CDPHE annual Monitoring Schedule.</p> <p>Samples are taken by trained H2O Consultants LTD., Employees & Trained Sanctuary of Peace POA staff. The sampler should sign attached Lead & Copper CDPHE approved sample certification paperwork.</p>
*Authorized persons or positions:	Trained H2O Consultants LTD., Employees & Trained Sanctuary of Peace POA staff.
*Operational limits and response:	<p>Lead & Copper samples are collected annually per the annual CDPHE Monitoring Schedule.</p> <p>Order sample kit from the Sanctuary of Peace POA contract laboratory.</p> <p>Follow sample instructions provided in the laboratory sample kit.</p> <p>Follow the Sanctuary of Peace POA Water Monitoring Plan & CDPHE Drinking Water Monitoring Schedule for the proper site location for collecting the sample from each lead and copper sample site required in the CDPHE Drinking Water Schedule.</p> <p>Immediately notify the certified operator in responsible charge if you contaminate the sample bottles or have any problems collecting the samples.</p>
Records and reporting:	Update the sampling log with date, time, & location complete required CDPHE 90 th percentile certification, and sample notification certification.
Tools needed to complete task:	Lab issued one-liter Lead & Copper sample bottle(s)
PPE requirement:	None

Standard Operating Procedure

*Task title:	Water main break isolation and repair
*Date of last review and ORC initials	02/15/2020
*Next annual review due date:	02/14/2021
Location:	Sanctuary of Peace POA Water Distribution System
*Authorized persons or positions:	Trained H2O Consultants LTD., Employees & Trained Sanctuary of Peace POA staff.
*Operational limits and response:	<p>Note location of leak & isolate the leak, if possible, using main line valves. Contact 811 for locates and contact Sanctuary of Peace POA contract excavation company. Contact ORC for repair parts and public notification of the leak.</p> <p>Work with excavation contractor and / or plumber to repair the water leak as rapidly as possible. Flush area of water leak and test chlorine residual.</p> <p>Take down stream bacteriological sample as soon as possible after leak repair.</p>
Records and reporting:	Note leak in plant records along with routine data collection.
Tools needed to complete task:	Cell phone and any materials located on site to repair water leaks.
PPE requirement:	Reflective vest for possible work outside and in Roadway.

Standard Operating Procedure

*Task title:	Water main line valve operation
*Date of last review and ORC initials	02/15/2020
*Next annual review due date:	02/14/2021
Location:	Sanctuary of Peace POA Water Distribution System
*Authorized persons or positions:	Trained H2O Consultants LTD., Employees & Trained Sanctuary of Peace POA staff.
*Operational limits and response:	Note location of main line valves and operate annually. Record any valve problems to ORC.
Records and reporting:	Note problems and report to ORC.
Tools needed to complete task:	Building plans for valve locations.
PPE requirement:	Reflective vest for possible work outside and in Roadway.

Standard Operating Procedure

*Task title:	Chlorine Contact Tank / Storage Tank Inspection
*Date of last review and ORC initials	02/15/2020
*Next annual review due date:	02/14/2021
Location:	Sanctuary of Peace POA Treatment Plant
*Authorized persons or positions:	Trained H2O Consultants LTD., Employees & Trained Sanctuary of Peace POA staff.
*Operational limits and response:	Visually inspect tank exterior. Note condition of air vent screening, tank lid condition, and float switches. Report any problems to ORC.
Records and reporting:	Note problems and report to ORC and record in plant record under comments.
Tools needed to complete task:	Camera for possible documentation of inspection.
PPE requirement:	None

Sanctuary of Peace Operational Logs

Example Operations Logs

Sanctuary of Peace

September 2020

Date	001 (EFF)						BH Comments
	BH Time	BH Operator Initials	BH Entry Point Free CL2 mg/l	BH Meter Reading gal	BH Gallons Per Day	BH Free Cl2 Dist. Abrahaven mg/l	
5/1/2018					1,503		
5/2/2018					1,503		
5/3/2018	11:15 AM	DGS	0.79	4,789,740	1,503	1.93	System Checked
5/4/2018					1,619		
5/5/2018					1,619		
5/6/2018					1,619		
5/7/2018					1,619		
5/8/2018					1,619		
5/9/2018					1,619		
5/10/2018					1,619		
5/11/2018	8:00 AM	DGS	0.77	4,802,690	1,619	2.20	Sustem Checked
5/12/2018					1,863		
5/13/2018					1,863		
5/14/2018					1,863		
5/15/2018					1,863		
5/16/2018					1,863		
5/17/2018	5:35 PM	DGS	0.65	4,813,870	1,863	0.95	Sustem Checked
5/18/2018					1,584		
5/19/2018					1,584		
5/20/2018					1,584		
5/21/2018					1,584		
5/22/2018					1,584		
5/23/2018					1,584		
5/24/2018					1,584		
5/25/2018					1,584		
5/26/2018	11:35 AM	DGS	0.62	4,828,130	1,584	0.96	Sustem Checked
5/27/2018					1,643		
5/28/2018					1,643		
5/29/2018					1,643		
5/30/2018	1:45 PM	DGS	0.69	4,834,700	1,643	0.87	Sustem Checked
5/31/2018					0		
Minimum			0.62	4,789,740	0	0.87	
Maximum			0.79	4,834,700	1,863	2.20	
Total			3.52	24,069,130	49,468	6.91	
Average			0.70	4,813,826	1,596	1.38	

Sanctuary of Peace POA Public Notification Policy

Sanctuary of Peace Public Notification Policy

The Sanctuary of Peace POA will consist of twenty-seven (27) water taps. Because of the limited number of water user's public notification will consist of Hand Delivery, Mail, and the Annual Consumer Confidence Report as outlined in Regulation 11, for any required Public Notification.

The following pages contain the Tier 1, Tier 2, and Tier 3 public notice instructions. It is recommended that The Sanctuary of Peace POS use the simple certificate of delivery for public notification wizard on the CDPHE Drinking Water Web Page: <https://www.colorado.gov/cdphe/pnrule> once the public notice has been hand delivered, mailed, and or placed in the Annual Consumer Confidence Report.

Situations requiring Public Notification can generally be avoided by proper operations and sample collection procedures. Closely following the Annual Monitoring Schedule and maintaining water operations to a high level will avoid the necessity of many if not all public notifications.

If public notice is required it is recommended that the Sanctuary of Peace POA work closely with CDPHE in the editing and distribution of a required public notice.

Tier 1 Public Notice Instructions

Delivery Requirements

Violations and other situations that require Tier 1 public notice have significant potential to have serious adverse effects on human health as a result of short-term exposure. Therefore, the water system must provide public notice to persons served as soon as practical but within 24 hours after learning of the violation or situation. The water system must issue a repeat notice at a frequency determined by the Water Quality Control Division for as long as the violation or situation persists. **Public water systems that provide water to other water systems must deliver public notices to the owners or operators of all receiving water systems (consecutive water systems).**

Community systems must, at a minimum, use the following delivery method:

- Hand delivery

Non-community systems must, at a minimum, use the following delivery method:

- Posting in conspicuous locations

In addition, both community and non-community systems must use another method reasonably calculated to reach others if they would not be reached by the first method. Such methods could include emergency reverse 911 system phone calls, television, radio, newspapers, e-mail, or delivery to community organizations. If you post the notice, it must remain posted until the violation or situation is resolved, but no less than seven days.

Ten Required Elements of a Public Notice

1. Description of the violation or situation including contaminant(s) of concern and (as applicable) the contaminant level(s).
2. When the violation or situation occurred.
3. Any potential adverse health effects from the violation or situation, including any standard language provided in the rule. The health effects language may not be modified.
4. The population at risk; including subpopulations particularly vulnerable if exposed to the contaminant in their drinking water.
5. Whether alternate water supplies should be used.
6. What actions consumers should take, including when to seek medical help, if known.
7. What the system is doing to correct the violation or situation (corrective action).
8. When the system expects to return to compliance or resolve the situation.
9. Contact information: name, business address, and phone number of the water system owner or the owner's legal representative of the PWS that can provide additional information.
10. A statement encouraging notice recipients to distribute the notice to other persons served using the following standard language from the rule. This statement may not be modified: "Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in public places or by distributing copies by hand."

Corrective Actions

In the notice, describe corrective actions the water system is taking. Use one or more of the following actions, if appropriate, or develop your own:

- We are sampling throughout the distribution system for the presence of [contaminant]
- We are monitoring chlorine levels and will adjust them as needed
- We have isolated the break and are working to correct the problem.

After Issuing the Notice

Make sure to send WQCD copies of all public notice(s) and a Tier 1 Certificate of Delivery Form within ten days after issuing the notice.

Recommendations:

Although not required, it is recommended that the water system issue a "Problem Corrected" public notice once the violation or situation has been resolved.

It is recommended that the water system notify health professionals in the area of the potential health risks. People may call their doctors with questions about how the violation may affect their health, and the doctors should have the information they need to respond appropriately. In addition, health professionals, including dentists, use tap water during their procedures and need to know of potential problems so they can use bottled water.

Tier 2 Public Notice Instructions

Delivery Requirements

Tier 2 public notices are required for violations and situations that can have potential serious adverse effects on human health. Water systems must provide public notice to persons served as soon as practical but within 30 days after learning of the violation. The water system must issue a repeat notice every three months for as long as the violation or situation persists. **Public water systems that provide water to other water systems must deliver public notices to the owners or operators of all receiving water systems (consecutive water systems).**

Community systems must use at least one of the following delivery methods :

- I Hand delivery or other direct delivery method
- I Mail (can be included with the bill)

Non-community systems must use at least one of the following delivery methods:

- I Posting in conspicuous locations
- I Mail, hand delivery, or other direct delivery method to each user (where known)

In addition, both community and non-community systems must use another method reasonably calculated to reach others if they would not be reached by the first method. Such methods could include newspapers, e-mail, or delivery to community organizations. If you post the notice, it must remain posted until the violation is resolved, but no less than seven days.

Ten Required Elements of a Public Notice

1. Description of the violation or situation including contaminant(s) of concern and (as applicable) the contaminant level(s).
2. When the violation or situation occurred.
3. Any potential adverse health effects from the violation or situation, including any standard language provided in the rule. The health effects language may not be modified.
4. The population at risk; including subpopulations particularly vulnerable if exposed to the contaminant in their drinking water.
5. Whether alternate water supplies should be used.
6. What actions consumers should take, including when to seek medical help, if known.
7. What the system is doing to correct the violation or situation (corrective action).
8. When the system expects to return to compliance or resolve the situation.
9. Contact information: name, business address, and phone number of the water system owner or the owner's legal representative of the PWS that can provide additional information.
10. A statement encouraging notice recipients to distribute the notice to other persons served using the following standard language from the rule. This statement may not be modified: "Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in public places or by distributing copies by hand."

Corrective Actions

In the notice, describe corrective actions the water system took or is taking. Listed below are some steps commonly taken by water systems with MCL violations. Choose the appropriate language, or develop your own:

- I We are working with [local/state agency] to evaluate the water supply and researching options to correct the problem. These options may include treating the water to remove [contaminant] or connecting to [system]'s water supply.
- I We have stopped using the contaminated well. We have increased pumping from other wells, and we are investigating drilling a new well.
- I We will increase the frequency at which we test the water for [contaminant].
- I We have since taken samples at this location and had them tested. They show that we meet the standards.

After Issuing the Notice

Make sure to send WQCD copies of all public notice(s) and a Tier 2 Certificate of Delivery Form within ten days after issuing the notice.

Tier 3 Public Notice Instructions

Delivery Requirements

Tier 3 public notices must be provided to persons served within one year (365 days) after you learn of the violation. Multiple monitoring violations can be serious. **Public water systems that provide water to other water systems must deliver public notices to the owners or operators of all receiving water systems (consecutive water systems).**

Community systems must use at least one of the following delivery methods:

- I Hand delivery or other direct delivery method
- I Mail (can be included with the bill)
- I Insert the notice in the Consumer Confidence Report, as long the CCR is directly delivered within one year (365 days) after you learn of the violation.

Note: In order to meet the public notification requirement using the CCR the system **must use the direct delivery method and cannot use the waiver options for small systems.**

Non-community systems must use at least one of the following delivery methods:

- I Posting in conspicuous locations
- I Mail, hand delivery, or other direct delivery method to each user (where known)

In addition, both community and non-community systems must use another method reasonably calculated to reach others if they would not be reached by the first method. Such methods could include newspapers, e-mail, or delivery to community organizations. If you post the notice, it must remain posted until the violation is resolved, but no less than seven days.

Ten Required Elements of a Public Notice

1. Description of the violation or situation including contaminant(s) of concern and (as applicable) the contaminant level(s).
2. When the violation or situation occurred.
3. Any potential adverse health effects from the violation or situation, including any standard language provided in the rule. The health effects language may not be modified.
4. The population at risk; including subpopulations particularly vulnerable if exposed to the contaminant in their drinking water.
5. Whether alternate water supplies should be used.
6. What actions consumers should take, including when to seek medical help, if known.
7. What the system is doing to correct the violation or situation (corrective action).
8. When the system expects to return to compliance or resolve the situation.
9. Contact information: name, business address, and phone number of the water system owner or the owner's legal representative of the PWS that can provide additional information.
10. A statement encouraging notice recipients to distribute the notice to other persons served using the following standard language from the rule. This statement may not be modified: "Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in public places or by distributing copies by hand."

Corrective Actions

In your notice, describe corrective actions you took or are taking. Listed below are some steps commonly taken by water systems with monitoring violations. Choose the appropriate language, or develop your own:

- I We have since taken the required samples, as described in the last column of the table above. The samples showed we are meeting drinking water standards.
- I We have since taken the required samples, as described in the last column of the table above. The sample for [contaminant] exceeded the limit. [Describe corrective action; use information from public notice prepared for violating the limit.]
- I We plan to take the required samples soon, as described in the last column of the table above.

After Issuing the Notice

Make sure to send WQCD copies of all public notice(s) and a Tier 3 Certificate of Delivery Form within ten days after issuing the notice.

Public Notification (PN) Certificate of Delivery Form

Submit Form and a Copy of the Delivered PN No Later than 10 Days After Distribution

Submit Online: wqcdcompliance.com/login (preferred)

Fax: (303) 758-1398

WQCD - Drinking Water CAS

4300 Cherry Creek Drive South; Denver, CO 80246-1530

Revision: 12/08/2015

Section I - Public Water System Information

PWSID:	System Name:
Contact Person:	Phone #:
Comments:	

I hereby affirm the Public Notification for the violation or situation identified above has been provided to consumers and any consecutive water systems in accordance with the delivery, content, and format requirements of the Colorado Primary Drinking Water Regulations (CPDWR). I affirm that future requirements for notifying new billing units will be met. I also understand this notice may need to be repeated in accordance with the CPDWR and I must submit this form again with each repeated notice.

Signature of Owner or Owner's Legal Representative	Date
Printed Name of Owner or Owner's Legal Representative	

Section II - Public Notification Report Delivery

Date of Violation Letter or Public Notice Requirement Letter:	
Violation Tier Level (Check One):	Tier 1 Tier 2 Tier 3
Date Public Notice Distributed:	
Reason for Notice (Description of Violation or Situation):	

Check All Distribution Methods Used to Reach All Consumers

<input checked="" type="checkbox"/> <u>Direct Delivery</u>	Method (Includes Hand Delivery and U.S. Mail) - Required for Community Water Systems	
<input checked="" type="checkbox"/> <u>Continuously</u>	Posted: (List Locations):	
<input checked="" type="checkbox"/> <u>Television,</u>	Radio, and/or Newspaper:	
<input checked="" type="checkbox"/> <u>Delivery of</u>	Multiple Copies to Hospitals, Apartment Buildings, Schools, or Other Community Centers	
<input type="checkbox"/> <u>E-mail</u>		
<input checked="" type="checkbox"/> <u>Other Method</u>	Approved by CDPHE:	
<input checked="" type="checkbox"/> <u>Emergency</u>	- 911 System Message	

List All Consecutive Water Systems (Systems that Purchase Water From Your System) the Notice was Delivered to:

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Attachment 11
Public notification policies

Sanctuary of Peace Public Notification Policy

The Sanctuary of Peace POA will consist of twenty-seven (27) water taps. Because of the limited number of water user's public notification will consist of Hand Delivery, Mail, and the Annual Consumer Confidence Report as outlined in Regulation 11, for any required Public Notification.

The following pages contain the Tier 1, Tier 2, and Tier 3 public notice instructions. It is recommended that The Sanctuary of Peace POS use the simple certificate of delivery for public notification wizard on the CDPHE Drinking Water Web Page: <https://www.colorado.gov/cdphe/pnrule> once the public notice has been hand delivered, mailed, and or placed in the Annual Consumer Confidence Report.

Situations requiring Public Notification can generally be avoided by proper operations and sample collection procedures. Closely following the Annual Monitoring Schedule and maintaining water operations to a high level will avoid the necessity of many if not all public notifications.

If public notice is required it is recommended that the Sanctuary of Peace POA work closely with CDPHE in the editing and distribution of a required public notice.

Tier 1 Public Notice Instructions

Delivery Requirements

Violations and other situations that require Tier 1 public notice have significant potential to have serious adverse effects on human health as a result of short-term exposure. Therefore, the water system must provide public notice to persons served as soon as practical but within 24 hours after learning of the violation or situation. The water system must issue a repeat notice at a frequency determined by the Water Quality Control Division for as long as the violation or situation persists. **Public water systems that provide water to other water systems must deliver public notices to the owners or operators of all receiving water systems (consecutive water systems).**

Community systems must, at a minimum, use the following delivery method:

- Hand delivery

Non-community systems must, at a minimum, use the following delivery method:

- Posting in conspicuous locations

In addition, both community and non-community systems must use another method reasonably calculated to reach others if they would not be reached by the first method. Such methods could include emergency reverse 911 system phone calls, television, radio, newspapers, e-mail, or delivery to community organizations. If you post the notice, it must remain posted until the violation or situation is resolved, but no less than seven days.

Ten Required Elements of a Public Notice

1. Description of the violation or situation including contaminant(s) of concern and (as applicable) the contaminant level(s).
2. When the violation or situation occurred.
3. Any potential adverse health effects from the violation or situation, including any standard language provided in the rule. The health effects language may not be modified.
4. The population at risk; including subpopulations particularly vulnerable if exposed to the contaminant in their drinking water.
5. Whether alternate water supplies should be used.
6. What actions consumers should take, including when to seek medical help, if known.
7. What the system is doing to correct the violation or situation (corrective action).
8. When the system expects to return to compliance or resolve the situation.
9. Contact information: name, business address, and phone number of the water system owner or the owner's legal representative of the PWS that can provide additional information.
10. A statement encouraging notice recipients to distribute the notice to other persons served using the following standard language from the rule. This statement may not be modified: "Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in public places or by distributing copies by hand."

Corrective Actions

In the notice, describe corrective actions the water system is taking. Use one or more of the following actions, if appropriate, or develop your own:

- We are sampling throughout the distribution system for the presence of [contaminant]
- We are monitoring chlorine levels and will adjust them as needed
- We have isolated the break and are working to correct the problem.

After Issuing the Notice

Make sure to send WQCD copies of all public notice(s) and a Tier 1 Certificate of Delivery Form within ten days after issuing the notice.

Recommendations:

Although not required, it is recommended that the water system issue a "Problem Corrected" public notice once the violation or situation has been resolved.

It is recommended that the water system notify health professionals in the area of the potential health risks. People may call their doctors with questions about how the violation may affect their health, and the doctors should have the information they need to respond appropriately. In addition, health professionals, including dentists, use tap water during their procedures and need to know of potential problems so they can use bottled water.

Tier 2 Public Notice Instructions

Delivery Requirements

Tier 2 public notices are required for violations and situations that can have potential serious adverse effects on human health. Water systems must provide public notice to persons served as soon as practical but within 30 days after learning of the violation. The water system must issue a repeat notice every three months for as long as the violation or situation persists. **Public water systems that provide water to other water systems must deliver public notices to the owners or operators of all receiving water systems (consecutive water systems).**

Community systems must use at least one of the following delivery methods :

- I Hand delivery or other direct delivery method
- I Mail (can be included with the bill)

Non-community systems must use at least one of the following delivery methods:

- I Posting in conspicuous locations
- I Mail, hand delivery, or other direct delivery method to each user (where known)

In addition, both community and non-community systems must use another method reasonably calculated to reach others if they would not be reached by the first method. Such methods could include newspapers, e-mail, or delivery to community organizations. If you post the notice, it must remain posted until the violation is resolved, but no less than seven days.

Ten Required Elements of a Public Notice

1. Description of the violation or situation including contaminant(s) of concern and (as applicable) the contaminant level(s).
2. When the violation or situation occurred.
3. Any potential adverse health effects from the violation or situation, including any standard language provided in the rule. The health effects language may not be modified.
4. The population at risk; including subpopulations particularly vulnerable if exposed to the contaminant in their drinking water.
5. Whether alternate water supplies should be used.
6. What actions consumers should take, including when to seek medical help, if known.
7. What the system is doing to correct the violation or situation (corrective action).
8. When the system expects to return to compliance or resolve the situation.
9. Contact information: name, business address, and phone number of the water system owner or the owner's legal representative of the PWS that can provide additional information.
10. A statement encouraging notice recipients to distribute the notice to other persons served using the following standard language from the rule. This statement may not be modified: "Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in public places or by distributing copies by hand."

Corrective Actions

In the notice, describe corrective actions the water system took or is taking. Listed below are some steps commonly taken by water systems with MCL violations. Choose the appropriate language, or develop your own:

- I We are working with [*local/state agency*] to evaluate the water supply and researching options to correct the problem. These options may include treating the water to remove [*contaminant*] or connecting to [*system*]'s water supply.
- I We have stopped using the contaminated well. We have increased pumping from other wells, and we are investigating drilling a new well.
- I We will increase the frequency at which we test the water for [*contaminant*].
- I We have since taken samples at this location and had them tested. They show that we meet the standards.

After Issuing the Notice

Make sure to send WQCD copies of all public notice(s) and a Tier 2 Certificate of Delivery Form within ten days after issuing the notice.

Tier 3 Public Notice Instructions

Delivery Requirements

Tier 3 public notices must be provided to persons served within one year (365 days) after you learn of the violation. Multiple monitoring violations can be serious. **Public water systems that provide water to other water systems must deliver public notices to the owners or operators of all receiving water systems (consecutive water systems).**

Community systems must use at least one of the following delivery methods:

- I Hand delivery or other direct delivery method
- I Mail (can be included with the bill)
- I Insert the notice in the Consumer Confidence Report, as long the CCR is directly delivered within one year (365 days) after you learn of the violation.

Note: In order to meet the public notification requirement using the CCR the system **must use the direct delivery method and cannot use the waiver options for small systems.**

Non-community systems must use at least one of the following delivery methods:

- I Posting in conspicuous locations
- I Mail, hand delivery, or other direct delivery method to each user (where known)

In addition, both community and non-community systems must use another method reasonably calculated to reach others if they would not be reached by the first method. Such methods could include newspapers, e-mail, or delivery to community organizations. If you post the notice, it must remain posted until the violation is resolved, but no less than seven days.

Ten Required Elements of a Public Notice

1. Description of the violation or situation including contaminant(s) of concern and (as applicable) the contaminant level(s).
2. When the violation or situation occurred.
3. Any potential adverse health effects from the violation or situation, including any standard language provided in the rule. The health effects language may not be modified.
4. The population at risk; including subpopulations particularly vulnerable if exposed to the contaminant in their drinking water.
5. Whether alternate water supplies should be used.
6. What actions consumers should take, including when to seek medical help, if known.
7. What the system is doing to correct the violation or situation (corrective action).
8. When the system expects to return to compliance or resolve the situation.
9. Contact information: name, business address, and phone number of the water system owner or the owner's legal representative of the PWS that can provide additional information.
10. A statement encouraging notice recipients to distribute the notice to other persons served using the following standard language from the rule. This statement may not be modified: "Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in public places or by distributing copies by hand."

Corrective Actions

In your notice, describe corrective actions you took or are taking. Listed below are some steps commonly taken by water systems with monitoring violations. Choose the appropriate language, or develop your own:

- I We have since taken the required samples, as described in the last column of the table above. The samples showed we are meeting drinking water standards.
- I We have since taken the required samples, as described in the last column of the table above. The sample for [contaminant] exceeded the limit. [Describe corrective action; use information from public notice prepared for violating the limit.]
- I We plan to take the required samples soon, as described in the last column of the table above.

After Issuing the Notice

Make sure to send WQCD copies of all public notice(s) and a Tier 3 Certificate of Delivery Form within ten days after issuing the notice.

Public Notification (PN) Certificate of Delivery Form

Submit Form and a Copy of the Delivered PN No Later than 10 Days After Distribution

Submit Online: wqcdcompliance.com/login (preferred)

Fax: (303) 758-1398

WQCD - Drinking Water CAS

4300 Cherry Creek Drive South; Denver, CO 80246-1530

Revision: 12/08/2015

Section I - Public Water System Information

PWSID:		System Name:	
Contact Person:		Phone #:	
Comments:			

I hereby affirm the Public Notification for the violation or situation identified above has been provided to consumers and any consecutive water systems in accordance with the delivery, content, and format requirements of the Colorado Primary Drinking Water Regulations (CPDWR). I affirm that future requirements for notifying new billing units will be met. I also understand this notice may need to be repeated in accordance with the CPDWR and I must submit this form again with each repeated notice.

Signature of Owner or Owner's Legal Representative _____ Date _____

Printed Name of Owner or Owner's Legal Representative _____

Section II - Public Notification Report Delivery

Date of Violation Letter or Public Notice Requirement Letter:	
Violation Tier Level (Check One):	Tier 1 Tier 2 Tier 3
Date Public Notice Distributed:	

Reason for Notice (Description of Violation or Situation):

Check All Distribution Methods Used to Reach All Consumers

<input checked="" type="checkbox"/> <u>Direct Delivery</u>	Method (Includes Hand Delivery and U.S. Mail) - Required for Community Water Systems
<input type="checkbox"/> <u>Continuously</u>	Posted: (List Locations): _____
<input type="checkbox"/> <u>Television</u>	Radio, and/or Newspaper: _____
<input type="checkbox"/> <u>Delivery of</u>	Multiple Copies to Hospitals, Apartment Buildings, Schools, or Other Community Centers
<input type="checkbox"/> <u>E-mail</u>	
<input type="checkbox"/> <u>Other Method</u>	Approved by CDPHE: _____
<input type="checkbox"/> <u>Emergency</u>	- 911 System Message

List All Consecutive Water Systems (Systems that Purchase Water From Your System) the Notice was Delivered to:

Attachment 12
Ordinance or bylaws

DECLARATIONS of PROTECTIVE AND RESTRICTIVE COVENANTS

SANCTUARY of PEACE RESIDENTIAL COMMUNITY
El Paso County, Colorado

THESE DECLARATIONS of PROTECTIVE AND RESTRICTIVE COVENANTS (the "Declarations") are made by the *Sisters of Benet Hill Monastery, through Benet Hill Monastery of Colorado Springs, Inc.*, a Colorado nonprofit corporation ("Declarant"), for their selves, their successors and assigns, to be effective upon recording of these Declarations in the public records of El Paso County, Colorado.

Declarant is the owner of certain real property which is located at 15760 Highway 83, El Paso County, Colorado, more particularly described in **Exhibit A** attached hereto (referred to herein as the "Sanctuary of Peace Property", or the "Property"), together with all water rights and permits, and rights and entitlements to extract and use the groundwater underlying said Sanctuary of Peace Property, used on or in connection with the Property, and the rights associated therewith, and all appurtenances, easements, facilities, and improvements located or to be constructed thereon. While Declarant likewise owns adjacent property outside of the Property and operates certain facilities thereon, no infrastructure, utilities, structures or amenities associated with this Property is in common use or association with such other property. The Benet Hill Monastery is not operationally associated with the Sanctuary of Peace Property and Subdivision, despite incidences of common ownership.

The Declarant hereby declares that all of the Subdivision as hereinafter described, with all appurtenances, facilities and improvements thereon, shall be held, sold, used, improved, occupied, owned, resided upon, hypothecated, encumbered, liened, and conveyed subject to the following easements, reservations, uses, limitations, obligations, restrictions, covenants, provisions and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision, and for assurance of legal water usage, and all of which shall run with the land and be binding on and inure to benefit of all parties having any right, title or interest in the Subdivision or any part thereof, their heirs, successors and assigns.

Certain documents are recorded in the real estate records of the Clerk and Recorder of El Paso County, Colorado at the reception numbers noted below, and referred to in these Declarations as pertaining to the Subdivision. These include the Findings of Fact, Conclusions of Law, Ruling of Referee, and Decree concerning underlying groundwater and approval of a Plan for Augmentation as entered by the Water Court, Water Division No. 2 in Case No. 18CW3019 recorded at Reception No. 218100150 ("Augmentation Plan" or "Water Decree"), attached hereto as **Exhibit B**.

1. Definitions. The following terms utilized herein shall have the following definitions for purposes of these Declarations:

A. Act. The Act is the Colorado Common Interest Ownership Act, C.R.S. §§38-33.3-101 to 38-33.3-402, as amended from time to time. The Sanctuary of Peace Residential Subdivision is subject to the provisions of the Act.

B. Association. Declarant by these Declarations forms the Sanctuary of Peace Property Owners Association (the "Association"), to be incorporated consistent with the provisions of Colorado law for non-profit corporations. The Association shall represent the owners of Lots and Units within the Subdivision, and shall have the following powers:

i. To operate the Common Interest Community in accordance with these Declarations;

ii. To promote the health, safety, welfare and common benefit of the Owners and residents of the Subdivision consistent with the terms and conditions of these Declarations;

iii. To do any and all permitted acts and to have and exercise any and all powers, rights and privileges that are granted to an Association under the laws of the State of Colorado, consistent with these Declarations, and with any Bylaws, Rules or other forming or governing documents of the Subdivision and Association.

C. Board. "Board" means the Board of Directors of the Association, and shall also be the Executive Board as defined under the Act. Except as specified herein, or in the Association's Articles of Incorporation, Bylaws, or by C.R.S. §38-33.3-303(3), the Board may act on behalf of the Association without any vote or consent of the Members.

D. Building. "Building" means a separate building improvement currently located and those hereafter constructed upon the Property, and containing two individual Units, excepting (i) the Common House, as described herein, and (ii) associated Garages near the Common House. There will be a maximum of 15 Buildings on the Property. There will be a maximum of 26 Units, plus the Common House.

E. Common House/Community Center. The "Common House", and the associated parking structures, as described herein, are "Common Elements" to be maintained by the Association, though ownership of the Common House, and Lot 1 upon which it is located, is to be retained by Declarants. The Common House shall be available for use by Owners and their guests as a community amenity akin to a "Community Center", with reservations made through the Declarant during the period of Declarant Control, and through the Association thereafter. Declarant, as the owner of the Common House, shall have a right to the use of the Common House, utilizing the reservation process as may be further established by the Bylaws of the Association, when implemented.

F. Common Elements. The "Common Elements" are any and all real estate of the Common Interest Community which is not part of a "Lot" or Residential Unit, but including Lot 1 as depicted on the **Exhibit C** Plat map. Common Elements include but are not limited to: any and all private streets, roads, parking areas, or trails, any traffic control facilities, any culverts or other drainage facilities, centrally located mailboxes or monument signs, the "augmentation well" as described herein and all associated water and wastewater systems, open space, and guest parking, and any and all appurtenant easements to the same, some of which shall remain in the ownership of Declarant, but all of which shall be managed by the Association.

G. Common Expenses. The "Common Expenses" are the expenses or financial liabilities for the operation of the Subdivision by the Association, including as necessary for the upkeep, maintenance, repair, restoration and replacement of Common Elements. "Common Expense Assessments are funds required to be paid by each Lot Owner in payment of such Owner's pro-rata share of Common Expenses. These expenses may include, but are not limited to:

- i. Expenses related to administration, maintenance, construction, improvement, repair or replacement of Common Elements;
- ii. Expenses for utilities not separately metered and billed directly to Lot Owners, if any;
- iii. Expenses declared to be Common Expenses by these Declarations or applicable law;
- iv. Expenses agreed upon as Common Expenses by vote of the Owners;
- v. Reasonable reserves established by the Association, if any, whether held in trust or by the Association for repair, replacement, or addition to the Common Elements or any other real or personal property acquired or held by the Association.

In addition, any costs and expenses imposed upon the Association which benefit fewer than all of the Lots within the Subdivision shall be a "Common Expense" but, except as otherwise stated in these Declarations, shall be assessed exclusively against those Lots benefitted.

H. Declarant. "Declarant" means the Benet Hill Monastery of Colorado Springs, a Colorado nonprofit corporation, its agents, employees, successors and assigns, to whom it specifically transfers all or part of its rights as Declarant hereunder. The Declarant hereby reserves any and all "special declarant rights" and "development rights" as created or set forth in the Colorado Common Interest Ownership Act and any other rights as set forth herein. Any such rights shall apply to

the Property and shall terminate ten (10) years from the date of the recording of these Declarations, or as otherwise provided herein.

I. Declarations. "Declarations" means these Declarations of protective and restrictive covenants, as it may be amended or supplemented from time to time as herein provided. These Declarations shall be recorded in the office of the Clerk and Recorder of El Paso County, Colorado, and shall be indexed in the grantee's index in the name of Sisters of Benet Hill Monastery, Benet Hill Monastery of Colorado Springs, and the Sanctuary of Peace Property Owners Association, and in the grantor's index in the name of the Declarant.

J. Director. A Director is a member of the Executive Board of the Association. At all times and/or until lawful amendment of these Covenants, representatives of Declarant's choosing shall be Directors in sufficient number to constitute a majority.

K. Improvements. Improvements are any construction, structure, equipment, fixture, or facilities existing, or to be constructed on, the property that is included in the Common Interest Community/Subdivision, including, but not limited to, residences, buildings, trees, and shrubbery planted by Owners, the Declarant, or the Association, utility wires, pipes, poles, light poles, painting of the exterior surfaces of any structure, additions, outdoor sculptures or artwork, sprinkler pipes, garages, barns, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, patios, porches, sheds, fixtures, signs, exterior tanks, solar equipment, exterior air conditioning and central water softeners/fixtures, septic wastewater treatment systems, grading, excavation, filling, or similar disturbance to the land, including, change of grade, change of drainage pattern, change of ground level, or change of stream bed, and any change to previously approved Improvements.

L. Lot. If used in these Declarations, the term "Lot" shall mean one of the twenty-seven Lots created through the El Paso County land use planning process for the Sanctuary of Peace Subdivision. It is Declarant's intent that the Lot numbers used herein, if at all, correspond to the Lot numbers assigned on the Subdivision Plat.

M. Member. As used in these Declarations, the term "Member" shall be a member/Owner within the Association.

N. Mortgage means an interest in a residential unit or Lot created by contract which secures payment or performance of an obligation, including, without limitation, a lien created by a mortgage, deed of trust, assignment of leases or rents or other security interest intended as security and any other consensual lien.

O. First Mortgage means and refers to a Mortgage encumbering a residential unit or Lot having priority of record over all other recorded Mortgages. "First Mortgagee" means the person(s) or parties named in the First Mortgage, their successors and assigns.

P. Mortgagee means any person or other entity or any successor to the interest of such person or entity named as the mortgagee, assignee, beneficiary, creditor or secured party in any Mortgage.

Q. Open Space. For purposes of these Declarations, Open Space shall mean all portions of the Sanctuary of Peace Property, as described on **Exhibit A** except those portions which are "Lots" and further excepting roads, driveways or other Common Elements. Open Space may include wastewater treatment systems and associated infrastructure as Common Elements, but all Open Space, shall remain in ownership and control of the Declarant, unless otherwise expressly provided herein.

R. Owner means any Person, including Declarant, who owns the record fee simple interest in a Lot, or in the case of Declarant, fee simple interest in the Open Space. The term "Owner" shall exclude any Mortgagee.

S. Owner's Proportionate Share or "Proportionate Interest" means that percentage of the total which is the Owner's undivided interest in the Common Elements.

T. Period of Declarant Control means that period during which the Declarant shall be allowed to appoint the Board of Directors of the Association. The Period of Declarant Control commences upon recording of these Declarations and terminates upon the earlier of (i) the recording in the public records in El Paso County, Colorado of a notice executed on behalf of Declarant which terminates the Period of Declarant Control; (ii) ninety (90) days after the thirteenth (13th) Lot has been sold to a 3rd Party; or (iii) ten (10) years following the date on which these Declarations are recorded.

U. Person means a natural person, a corporation, a partnership, a limited liability company, an association, a trust, or any other entity or combination thereof.

V. Plat means that certain document entitled "Plat of Sanctuary of Peace Subdivision," to be recorded in the Records of the Clerk and Recorder for El Paso County, Colorado, depicting the "Subdivision". The current version of the Plat is attached hereto as **Exhibit C**, and shall be periodically amended until approved by El Paso County planning authorities, at which time an amended and final **Exhibit C** shall be recorded and appended hereto by reference.

W. Residential Unit. Residential Unit means a single family dwelling which is contained within a Lot, and on one side adjoined to a "Paired Unit" located on an adjacent Lot, with the adjoining walls, floors and ceiling deemed to be perimeter for such adjoined side, as more particularly described in Paragraph 3, below. The term Residential Unit shall include all fixtures and improvements which are contained within a Residential Unit, together with all interior non-load bearing walls within the Residential

Unit, and all exterior load bearing walls except for to an adjoining Residential Unit, as further described herein, as well as the inner decorated and/or finished surfaces of perimeter walls, floors and ceilings. The term further includes all structural components for the Residential Unit (except as otherwise expressly provided below). The boundaries of the Residential Units shall be shown on the recorded Plat map which shall be incorporated herein by this reference, preliminary version attached hereto as **Exhibit C**.

X. Rules. The Rules are the regulations for the use of Common Elements and for the conduct of persons within the Common Interest Community, as may be adopted by a simple majority of Owners from time to time pursuant to these Declarations.

2. Residential Unit/Paired Home Properties. The Residential Units within the Subdivision are "paired homes", with each such unit adjoining another on one party wall, which likewise forms a property line between the associated Lots.

A. Repair and Maintenance of Party Walls. All "party walls", i.e., common walls built as part of the original construction, being the adjoined wall of paired homes, as also form the dividing lines between Lots, shall be repaired and restored by the Owners who share the party walls in the event of damage caused by fire or other casualty. The affected Owners shall share equally in the cost of the repairs. Notwithstanding the foregoing, an Owner who, by the Owner's own negligent or willful act, causes damage to a party wall shall bear the whole cost of repairing such damage. Each Owner shall be responsible for maintaining and making cosmetic repairs to the interior surface of and wall coverings on any party wall within the Owner's Residential Unit. The Association shall not be responsible for enforcement of any payment obligations of an Owner under this Paragraph 2.

B. Right to Contribution to Run With the Land. The right of an Owner to contribution from another Owner for repair or restoration of a party wall shall be personal to the Owner and shall additionally be appurtenant to the Lot and pass to such Owner's successors in interest in such Lot. The obligation of an Owner to contribute to the cost of repair or restoration of a party wall shall be personal to the Owner and shall additionally be appurtenant to the Lot and pass to such Owner's successors in interest in such Lot.

C. Party Wall Easement. Each Owner and the Owner's agents and contractors are granted a non-exclusive easement in, over, under and upon adjacent Lots for the purpose of party wall repair and maintenance, upon reasonable notice to the affected Owner(s). Any damage to the adjacent/adjoining Lot or Residential Unit caused by the exercise of this easement shall be the responsibility of the Owner whose act or omission caused such damage.

D. Party Wall Encroachments. It is intended that the adjoining Residential Units shall be placed and constructed on the Lots so that the common Lot

lines separating two adjoining Residential Units shall be located between the two adjacent Residential Units, along the center of the party wall, and shall separate the adjacent Residential Units. However, easements for encroachments are hereby created and granted along and adjacent to said common Lot lines so that if any part of any Residential Unit, as a result of original construction, encroaches across a Lot line and onto an adjacent lot, an easement for such encroachment and for the maintenance of the same shall and does exist. Encroachments referred to in this paragraph include but are not necessarily limited to encroachments caused by minor error in placement of the original construction of Townhomes, minor jogs in the foundations or structure of walls, and minor deviations between the dimensions shown on the recorded Plat of the Lots involved and the actual location of the Lot lines in the field.

E. Mechanic's Liens. Each Owner's Residential Unit shares a party wall with an adjacent Residential Unit, and each Owner agrees to indemnify and hold harmless the Owner of the adjoining Residential Unit for any claims, causes of action, losses, costs, expenses (including reasonable attorneys' fees), damages, judgments and mechanics' and materialmen's liens arising in connection with any material supplied or services rendered to make repairs or replacements for which the first-mentioned Owner is responsible.

F. Modification of Residential Unit Exterior or Landscaping. To assure uniformity in the appearance of the community and the Residential Units therein, no Owner may materially modify the front yard of the Owner's Lot, including any landscaping, or any portion of the exterior of the Owner's Residential Unit, including porches, decks, fences, driveways, sidewalks and the like, without the prior written approval of the Board in accordance with these Declarations.

G. Insurance on Residential Units. Property casualty and other insurance insuring the Residential Units will be provided by the Association and assessed against each Townhome Owner as either part of annual assessments, or as a special assessment as provided herein, provided the Association Board has approved the provision of such insurance for the Residential Units. Owners shall be solely responsible, at their own expense, for providing all other insurance covering loss or damage to that Owner's fixtures, appliances, furniture, furnishings or other personal property supplied, maintained or installed in the Residential Unit by the Owner and covering liability for injury, death or damage occurring within the Residential Unit and upon the Lot that is not otherwise covered under insurance provided by the Association.

i. Repair or Reconstruction. Any insurance proceeds payable upon damage or destruction of a Residential Unit or Lot received by an Owner shall be applied by the Owner to repair or replace the Residential Unit or portion of the Lot damaged or destroyed, unless (a) the Association, (b) each Owner of a Residential Unit so damaged or destroyed, (c) the holders of any note secured by mortgages or deeds of trust which encumber such Residential Units, (d) each Owner of an undamaged Residential Unit; and (e) the holders of any notes secured by mortgages or deeds of trust encumbering such undamaged Residential Units, all elect not to rebuild.

In such latter event, the damaged or destroyed Residential Unit(s) and the Lot(s) upon which they are situated shall be sold and the net proceeds received therefrom, together with the insurance proceeds applicable thereto, shall be allocated among and paid to the Owners of the Residential Units so damaged or destroyed, the holders of any notes secured by mortgages or deeds of trust encumbering such Residential Units, and the Association, as their respective interests may appear, on the basis of value of the Residential Units prior to loss, all as determined by an appraiser selected by (f) the Association and Owners of damaged property; or (g) if they cannot agree within 20 days, then by the Association alone.

ii. Insufficient Insurance Proceeds. If the proceeds from an Owner's insurance are not sufficient to cover the full cost of repair or replacement, the Owner shall be liable for such deficiency of funds. If two adjoined Residential Units sharing a party wall are repaired or rebuilt under this paragraph, but the insurance proceeds are insufficient to pay all of the cost, the Owners of the Residential Units involved each will contribute to the extent that the insurance proceeds allocable to their respective Residential Unit are inadequate to cover the repair costs. If the Owners involved are unable to agree on the allocable amounts, the amount to be contributed by each Owner will be determined by an appraiser appointed in the manner described above. Reconstruction shall be in accordance with the original specifications for the Residential Unit(s) or changes agreed upon by Owner and the Association. Reconstruction shall begin within 60 days after an insurance settlement agreement has been reached, unless a later date is agreed upon by Owner and the Association.

H. Right of First Refusal. Declarant does hereby expressly reserve a Right of First Refusal upon each Residential Unit within the Sanctuary of Peace planned community, effective upon any transfer of title thereof. Such exclusive and irrevocable right of first refusal and first option to purchase, is and shall be upon the terms and conditions hereinafter set forth, unless more specific or contrary terms are contained in a specific deed or instrument of conveyance for a specific Residential Unit. The absence of a specific term identifying this right of first refusal in such a conveyance instrument shall have no bearing upon the right of first refusal reserved in these covenants.

i. Exercise of First Option: This right of first refusal or first option to purchase may only be exercised by Declarant, and must be so exercised within 90 days of notification by the seller/owner of a Residential Unit/Lot that said Owner desires to sell the subject Residential Unit, or upon any non-sale transfer of ownership (*i.e.* gift, devise, foreclosure, etc.). Each Owner is expressly required by these covenants to provide Declarant with written notice of intent to sell as a prerequisite to any sale to a third party, and any entity involved in a non-sale transfer of a Residential Unit/Lot (*i.e.* a Receiver, Personal Representative, Trustee, etc.) shall notify Declarant prior to any such transfer being effective. Should Declarant not express in writing within said 90-day period its intent to purchase the Residential Unit under this Right of First Refusal, such right is forfeit and said Owner may sell to a 3rd party without regard to such right of first refusal. Notwithstanding the foregoing,

Declarant's Right of First Refusal shall be binding upon such new 3rd party Owner if and when such Residential Unit is again placed or sale.

iii. Terms of Purchase under Right of First Refusal: Should an Owner elects to sell a Residential Unit, and Declarant within the above referenced 90 days expresses its desire to exercise the first refusal rights granted under the terms of these covenants, the terms of purchase by Declarant shall be as follows:

a. \$1,000.00 more than the highest bona fide written offer to purchase said Residential Unit/Lot received by Seller from any third party;

b. \$1,000.00 more than the established "market value" of said Residential Unit/Lot for any non-sale transfer of property. For purposes of this Paragraph 2.H.iii.b., "market value" shall be determined by an MAI appraiser selected by Declarant, whose appraisal fee shall be paid by Declarant, based upon typical appraisal methods generally utilized.

iv. Title: Within fifteen (15) days after the Declarant has exercised his or her right of first refusal, the Owner selling such Residential Unit/Lot shall deliver to the Declarant a Certificate of Title or title abstract covering the subject Residential Unit which shall reflect that marketable fee simple title to the subject property is vested in said Owner and that same is insurable by a title insurance company licensed to do business in the State of Colorado. Said Certificate or abstract shall be subject only to taxes for the current year, easements, and rights of way of record, and prior mineral reservations consistent with the description of such interests in these Covenants. Should said Certificate or Abstract reflect any other exceptions to the title unacceptable to Declarant, Declarant shall notify the Owner in writing of any defects within fifteen (15) days (the title review period) and the Owner shall have a reasonable time (but not more than 25 days) in which to make the title good and marketable or insurable, and shall use due diligence in an effort to do so. If after using due diligence the Owner is unable to make the title acceptable to Declarant within such reasonable time, it shall be the option of the Declarant either to accept the title in its existing condition with no further obligation on the part of the Owner to correct any defect, or to cancel the Right of First Refusal as to the subject Residential Unit, in which instance this Right of First Refusal shall be forfeit, and the Owner shall be free to sell the Residential Unit to 3rd parties, subject to the ongoing Right of First Refusal of Declarant upon such 3rd parties in the future described in this Paragraph 2.H.

I. Consistent with the timelines and valuation mechanisms described in Paragraph 2.H., above, Declarant likewise reserves a right of first refusal for the benefit of the Association, should the Declarant at any time elect to divest its self of ownership and control of Lot 1, the Common Areas or the Open Space. The Association shall have a right of first refusal in the acquisition of all such interests, in such event.

3. Name and Type of Common Interest Community. The name of the Common Interest Community is Sanctuary of Peace. Sanctuary of Peace is a planned community.

A. Association. The name of the Association is Sanctuary of Peace Homeowners Association, Inc., a Colorado non-profit corporation.

B. Subject to the Act. The property covered by the Subdivision is subject to CCIOA/the Act.

4. Maintenance, Use, Valuation and Taxation of Lots/Property.

A. Individual Lots. It shall be the obligation of each Owner of a Lot within the Subdivision, at such Owner's expense, to make all efforts to keep neat, attractive, and in good order such Owner's residence and the exterior portions of the dwelling thereon, and to maintain, repair, and replace the same, consistent with the terms, conditions, covenants and restrictions provided herein. Notwithstanding the foregoing, the Association shall be generally responsible for the maintenance and upkeep of all structures within the Sanctuary of Peace, including all Residential Units and Common Elements, excepting routine cleaning and maintenance.

B. Duties of the Association. The Association shall maintain, repair, replace, keep free from snow and in good order, to the extent that such functions are not expected to be performed by any political subdivision of the State of Colorado, all of the Common Elements, including, but not limited to, any private common roadways and as depicted on the Plat, the central water system, central wastewater system, and open space. "Maintenance" or "repair" includes, but is not limited to, graveling, paving, draining, removing snow, clearing, or providing any other maintenance or repair-type service however defined, on any private roadway which may be part of the Common Elements. The Association may, from time to time, hire and/or contract with third parties to achieve the objectives of this Paragraph 4.B., including licensed water and wastewater operators. If any such expense is attributable to a specific Owner, such expense may be assessed following Notice and Hearing.

C. Common Elements Cannot be Partitioned. The Common Elements shall be owned as fractional undivided interests appurtenant to the Lots and shall remain undivided. No party, including Owner(s) nor the Association, shall bring an action for partition or division thereof, it being agreed that this restriction is necessary in order to preserve the rights of the Owners, and each Owner hereby expressly waives any and all such rights of partition he may have by virtue of his ownership of a Lot.

D. Separate Taxation. All taxes, assessments and other charges of the State of Colorado or of any political subdivision or of any special improvement district or of any other taxing or assessing authority, shall be assessed against and collected on each Lot separately, and each Lot shall be carried on the tax books as a separate and distinct parcel. For the purpose of valuation for assessment, the valuation

of the Common Elements shall be apportioned among the Lot owners in proportion to the fractional undivided Proportionate Interests in Common Elements. Tax exempt entities owning Lot(s) or portions of the Common Elements, if any, shall maintain such tax-exempt status notwithstanding anything to the contrary in these Declarations. The Association or the Declarant shall deliver to the County Assessor of the County of El Paso, Colorado any written notice required by the Act, setting forth descriptions of the Lots and Residential Units thereon, and shall furnish all necessary information with respect to such apportionment of valuation of Common Elements for assessment. The lien for taxes assessed to any Residential Unit or Lot shall be confined to that Residential Unit or Lot. No forfeiture or sale of any Lot for delinquent taxes, assessments or other governmental charges shall divest or in any way affect the title to any other Lot, nor shall any such liens in any manner attach to or otherwise affect Common Elements. In the event that such taxes or assessments for any year are not separately assessed to each Owner, but rather are erroneously assessed on the Property as a whole, then each Owner shall pay his Proportionate Interest thereof in accordance with his ownership interest in the Common Elements, and in said event, such taxes or assessments shall be a Common Expense. Without limiting the authority of the Board provided for elsewhere herein, the Board shall have the authority to collect from the Owners their proportionate share of taxes or assessments for any year in which taxes are erroneously assessed on the Property as a whole.

E. Ownership and Title. A Lot may be held and owned by more than one Person as joint tenants, tenants in common, or in any real property tenancy relationship recognized under the laws of the State of Colorado. Each such Owner shall have and be entitled to the exclusive ownership and possession of his Residential Unit and the use of his Lot, subject to the provisions of these Declarations and applicable law.

F. Use of Common Elements. Subject to the restrictions herein, each Owner, and, his guests and permittees, shall have the non-exclusive right to use and enjoy the Common Elements for the purpose for which they are intended, subject to the rules and regulations of the Association, without hindering or interfering with the lawful rights of other Owners. It is expressly acknowledged that open space surrounding the Lots within the Subdivision, while available for Members' use as though it were a Common Element as specifically described herein, remains in the ownership of the Declarant, along with Lot 1 and the Common House thereon.

G. Charges for Use. Except for the assessments and other sums set forth herein, no Lot Owner shall be required to pay any additional fees or charges in connection with such Owner's use of any of the Common Elements; provided, however, the Association may undertake on a contractual basis any activity, function or service, for the benefit of all, some, or any Owners who agree to pay therefore, separate and apart from the assessments hereunder.

H. The Declarant, and the Association, shall have the right to construct new additions to the Common Elements upon written consent of all of the

Owners, or if by Declarant, during the period of Declarant Control as provided herein without such consent. If the Declarant or the Association makes any new additions of Common Elements to be constructed hereafter, then, except as may be otherwise provided herein, (i) each Owner shall be responsible for his Proportionate Interest of any increase in Common Expenses created thereby, and (ii) each Owner shall thereafter have an undivided Proportionate Interest in the new additions as with all Common Elements, exception such Common Elements as remain in Declarant's ownership.

5. Easements. The Property, and all portions thereof, shall be subject to all recorded licenses and easements including, without limitation, any as shown on any recorded plat affecting the Property, or any portion thereof, and as shown on the **Exhibit C** Plat map, as may be amended.

A. Ingress and Egress and Support. Each Owner shall have a perpetual non-exclusive easement for the purpose of vehicular and pedestrian ingress and egress over, upon, and across the Common Elements necessary for access to that Owner's Lot, public or private streets, and each Owner shall have the right to the horizontal and vertical support of his Unit.

B. Association Use.

i. The Association, its officers, agents and employees shall have a non-exclusive easement to make such use of and to enter into, upon, across, under or above the Common Elements as may be necessary or appropriate to perform the duties and functions which it is permitted or required to perform pursuant to these Declarations or otherwise, including but not limited to the right to construct and maintain on the Common Elements any maintenance and storage facilities for use by the Association.

ii. The Association shall have a non-exclusive easement to make use of and to enter into, upon, across, under or above the Common Elements as may be necessary or appropriate to perform the duties and functions to which it is permitted or required to perform pursuant to these Declarations or otherwise.

C. Repairs - Ordinary and Emergency. If any Common Elements, or portions thereof, are located within a Residential Unit or upon a Lot (*i.e.* water/septic infrastructure), or are conveniently accessible only through a Residential Unit/Lot, the Association, its officers, agents or employees shall have a right to enter such Residential Unit/Lot after service of reasonable written notice and during regular business hours, for the inspection, maintenance, repair and replacement of any of such Common Elements or after service of such notice, if any, as is reasonable under the circumstances, at any time as may be necessary for making emergency repairs to prevent damage to the Common Elements or Lots or Residential Units. The Association expressly reserves a non-exclusive easement for such purposes. Damage to any part of a Residential Unit or Lot resulting from the above-described repairs or any

damage caused to another Residential Unit or a Lot by the Common Elements located outside of the Residential Unit, including without limitation broken sewer/septic lines or water lines, shall be a Common Expense of all of the Owners, unless such damage is the result of the misuse or negligence of one or more particular Owners, or their permittees, in which case such Owner or Owners shall be responsible and liable for all of such damage and may be charged for any cost thereof by special assessment. No diminution or abatement of assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of the above-described repairs or from action taken to comply with any law, ordinance or order of any governmental authority. Damaged improvements, fixtures or personalty shall be restored to substantially the same condition in which they existed prior to the damage.

D. Encroachments. If any part of the Common Elements encroaches upon a Residential Unit or Lot, a valid easement for such encroachment and for the maintenance of the same, so long as it stands, shall and does exist. If any portion of a Residential Unit or Lot encroaches upon the Common Elements, or upon any adjoining Lot or Residential Unit, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. In the event that a Residential Unit is partially or totally destroyed and then rebuilt, the Owners agree that minor encroachments of parts of the Common Elements due to such construction activities shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of any Residential Unit or appurtenance thereto constructed on the Property, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction. Such encroachments and easements shall not be considered or constructed to be encumbrances on the Common Elements or on the Residential Units or Lots. In interpreting any and all provisions of these Declarations, subsequent deeds, mortgages, deeds of trust of other security instruments relating to Residential Units and Lots, the actual location of a Residential Unit and established Lot lines shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered, notwithstanding any minor deviations, either horizontally, vertically or laterally, from the location of such Lots and Residential Units on the **Exhibit C** Plat map, as may be amended.

E. Utilities. Easements for the benefit of the Association are hereby declared and granted to install, lay, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the Common Elements, Lots, and the walls of the Residential Units whether or not within the intended Lot or Residential Unit boundaries, and easements are hereby declared for the purposes of installing utilities or services.

F. Public Servants and Emergencies. Subject to the provisions of these Declarations, a non-exclusive easement is further granted to all police, sheriff, fire protection, ambulance and all similar persons to enter upon the streets, Common Elements, and the Property in the proper performance of their duties.

G. Easements Deemed Created. The easements, uses and rights herein created for an Owner shall be deemed appurtenant to the Lot and Residential Unit, or other property, of that Owner, and all conveyances of Lots hereafter made, whether by Declarant, the Association, or otherwise, shall be construed to grant or reserve the easements, uses and rights set forth herein, even though no specific reference to such easements or this paragraph appears in the instrument for such conveyance.

H. Construction - Declarant's Easement. The Declarant reserves the right to perform warranty work, repairs, and construction work on all Lots and Common Elements, to store materials in secure areas, and to control, and have the right of access to, work and repairs until completion of Declarant's work within the Subdivision. All work may be performed by the Declarant and his agents and assigns without the consent or approval of the Association. The Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising their rights, whether arising under the Act or reserved in these Declarations. This easement includes the right to convey access, utility, and drainage easements to utility providers, special districts, El Paso County, or the State of Colorado.

I. Granting of Future Easements. The Common Interest Community may be subject to other easements or licenses granted by the Declarant if provided for by these Declarations.

J. Easements Reserved and Restrictions on Drainage Easements. Easements and rights of way are reserved on, over, and under the Common Elements and the Lots as shown on the Plat, or as may be constructed at the time of the sale of Lots, for construction, maintenance, repair, replacement, and reconstruction of poles, wires, pipes and conduits for lighting, heating, air conditioning, electricity, gas, telephone, drainage and any other public or quasi-public utility service purposes, for sewer and pipes of various kinds, and for any other necessary maintenance or repair, and specifically for drainage and septic systems associated with the Subdivision.

6. Signs and Marketing. The Declarant reserves the right to post and maintain signs and displays on any Lot owned by Declarant and in the Common Elements in order to promote sales of Lots. Declarant also reserves the right to conduct general sales activities in a manner that will not unreasonably disturb the rights of Lot owners.

7. Declarant's Property. The Declarant reserves the right to remove and retain all his property and equipment used in the sales, management, construction, and maintenance of the Property, whether or not they have become fixtures.

8. Declarant Control of the Association.

A. Subject to Paragraph 8.B. below, there shall be a period of Declarant control of the Association, during which a Declarant, or any persons designated by the Declarant, may appoint and remove the officers of the Association, and Directors of the Executive Board, and such persons are not required to be Lot owners. The period of Declarant control shall terminate no later than the later of:

i. Two years after conveyance to Lot owners other than a Declarant of 75 percent of the Lots that may be created in the Common Interest Community (i.e. 60 days following the sale of the 21st Lot); or

ii. Two years after the last conveyance of a Lot by the Declarant in the ordinary course of business. Declarant may voluntarily surrender the right to appoint and remove officers of the Association, and Members of the Executive Board, before termination of the period described above. In that event, the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Executive Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective; or

iii. Ten years after recording of these Declarations.

B. Not later than 60 days after conveyance to Lot owners other than a Declarant of 25 percent of the Lots (i.e. 7 Lots), at least one Director of the Executive Board shall be elected by Lot owners other than the Declarant. Not later than 60 days after conveyance to Lot owners other than a Declarant of 50 percent of the Lots (i.e. 14 Lots), not less than 2 of the Members of the Executive Board must be elected by Lot owners other than the Declarant.

C. Not later than the termination of any period of Declarant control, the Lot owners shall elect an Executive Board of at least five Directors, all of whom shall be Lot owners, except for such Directors who are appointed representatives of Declarant. If any Lot is owned by a partnership, limited liability company, corporation, or similar entity, any officer, partner, manager, member, or employee of that Lot owner shall be eligible to serve as a Director of the Executive Board and shall be deemed to be a Lot owner for the purposes of the preceding sentence. The Executive Board shall elect the officers. The Executive Board Directors and officers shall take office upon election.

D. Notwithstanding any provision of these Declarations, or the Bylaws to the contrary, following proper notice, the Owners, by a vote of 67 percent of all Owners present and entitled to vote at a meeting of the Owners at which a quorum is present, may remove a Director of the Executive Board, with or without cause, other than a Director appointed by the Declarant. Declarant's appointed Executive Board Director, as described above at Paragraph 1.J., shall at all times be the the President of the Association, notwithstanding anything to the contrary herein.

9. Limitations on Special Declarant Rights. Unless terminated earlier by an amendment to these Declarations executed by the Declarant, any Special Declarant

Right as described by statute may be exercised by the Declarant until the later of the following: as long as the Declarant (a) is obligated under any warranty or obligation; (b) owns any Lot/Unit; (c) owns any Security Interest in any Lot/Unit; or (d) ten (10) years have elapsed after recording of these Declarations. Earlier termination of certain rights may occur by statute.

10. Liability for the Common Expenses. Except as expressly provided elsewhere in these Declarations, the percentage of liability for Common Expenses allocated to each Lot shall be based *pro rata* to the total number of Lots in the Common Interest Community (*i.e.*, 1/27th per lot). Even should an Owner combine two Lots with the intent of utilizing the combined lots as a single residence, such combined Lots shall nonetheless be assessed as individual lots on a 1/27th basis for purposes of assessments. Nothing contained in this Paragraph 10 shall prohibit certain Common Expenses from being apportioned to particular Lots consistent with the terms and conditions of these Declarations, when such expenses are not related to all lots equally.

11. Votes. The Owners in the Common Interest Community, including the Declarant as to any Lots owned by the Declarant and as to the Open Space, shall have one vote in the affairs of the Association per lot owned provided, with additional votes allocated to the Open Space based upon acreage, Common Elements thereon, and preservation equities, equivalent to 26 Lots; however, that if an Owner combines two or more Lots with the intent of utilizing the combined lots for a single residence, such resulting combined Lots shall have only a single vote. If more than one person owns a Lot, those persons must agree on how to cast that Lot's membership vote. Co-owners may not cast fractional votes. A vote by a co-owner for the entire Lot's membership interest shall be deemed to be pursuant to a valid proxy, unless another co-owner objects at the time the vote is cast, in which case such Lot's membership vote shall not be counted. Combined Lots shall each have one vote (*i.e.*, thereby resulting in fewer total votes).

12. Architectural Control.

A. No portion of the Property shall be used at any time for any purpose other than residential purposes, either temporarily or permanently, excepting home-office type purposes as may be permissible under El Paso County zoning and land use regulations applicable to the Property, provided no traffic or non-residential parking is associated with such home-office/business uses.

B. No Owner shall undertake any work to the interior or exterior of his or her Residential Unit or Lot inconsistent with the terms and conditions of these Declarations without the express written consent of the Board, or the Declarant during the Declarant's period of control, including but not limited to alteration of exterior appearance of a residential unit, painting of a residential unit, and installation of accessory structures or features on an Owner's Lot outside of a Residential Unit, so as to maintain the quality, uniqueness and uniformity of the community.

C. No Owner shall undertake any work in his Residential Unit or Lot which would jeopardize the soundness or safety of any other Residential Unit, Lot or Common Element, including an adjoined Residential Unit, nor which might reduce the value thereof or impair an easement thereon or thereto. Neither shall any Owner make any changes or additions to any Common Elements or enclose, by means of fencing, screening or otherwise, any Common Element without having first obtained the prior written approval of the Board, including with respect to the materials, design and specifications for such enclosure, as more particular provided in this paragraph.

13. Building/Subdivision Restriction. The Subdivision consists of twenty-six (26) Lots and single family Residential Units thereon, plus one (1) Lot containing the Common House/Community Center and community parking facilities, and extensive Common Element open space subject to the "Open Space and Forest Preservation" requirements described herein. By these Declarations, a building restriction is hereby placed on all Lots and Common Element open space within the Sanctuary of Peace subdivision prohibiting the construction of any permanent structures, buildings or above ground improvements on any platted drainage/stormwater easements, public utility easements, building setbacks, or other vested rights of way. No further subdivision of any Lot shall be permitted.

A. Open Space and Forest Preservation. It is Declarant's intent to maintain ownership of the Open Space surrounding the Lots within the Subdivision, as well as tracts between and adjacent to such Lots, though all such Open Space and tracts shall be managed by the Association as Common Elements for the Owners' use, as provided herein and as subject to the terms and conditions of these Declarations, as well as the Articles of Incorporation, Bylaws, and Rules of the Association, if any. It is the Declarant's express intent to maintain the natural and native beauty and characteristics of the Open Space and tracts, prohibiting the construction of any permanent structures thereon, and utilizing only sustainable and fire wise land management on the Open Space and tracts, as depicted on the **Exhibit C** Plat map. However, notwithstanding the foregoing, certain portions of the Open Space and tracts shall be and are intended to be utilized for construction of central water systems/wells/well fields and wastewater treatment systems, and nothing in this Paragraph 13.A. shall limit the size, location or scope of such utilities as necessary for provision of services to the subdivision, as preliminarily depicted on the **Exhibit C** Plat Map. Such utilities may, in Declarant and Association's discretion, be relocated in the future to other areas of the Open Space or tracts without the consent of the Owners and without the need to amend these Declarations. No further subdivision or development of the Open Space or tracts may occur absent express amendment of these Declarations with approval of 100% of the Owners in the Subdivision, as well as any necessary approvals of applicable regulatory authorities.

14. Maintenance of Natural Forest/Vegetation. The Sanctuary of Peace Subdivision is located in the Black Forest, a natural environment of Ponderosa pine, Douglas fir and associated montane ecosystems. While the land within the Sanctuary of Peace Subdivision was not impacted by the 2013 Black Forest Fire, Declarant has

undertaken extensive fire mitigation efforts, though stands of mature Ponderosa pine and Douglas fir trees remain throughout the Subdivision as of the time of these Declarations, which create natural visual/sight barriers between neighboring properties, as well as maintain the natural ecosystem for local flora and fauna. Except for purposes of disease and blight control, public safety, and to the extent necessary to prepare building sites for a primary residence upon a platted Lot and construction or related appurtenances and community infrastructure by Declarant and/or the Association, no portion of the remaining natural Ponderosa/Fir tree barrier described in this Paragraph 14. may be removed, timbered, cut down, or otherwise materially altered, absent amendment of these covenants by unanimous consent of the members of the Association, or by Declarant.

15. Dwelling Area Requirements/Limitations. No dwelling structure shall be constructed with ground floor area, *i.e.* footprint area, of the main structure exclusive of open porches, basements, and garages, of more than two thousand (2,000) square feet, with all such structures being one-story dwellings. In the event of the destruction of a particular Residential Unit, such reconstructed Residential Unit shall be of the same design/architecture as that destroyed, and of the same size. Further, while renovations and improvements to the Residential Units may occur with permission of the Association and proper permitting from applicable El Paso County authorities, no such renovation or improvement may at any time include the addition of any bedroom (*i.e.* rooms with a closet attached used for residential bedroom purposes) to any Residential Unit, nor to the Common House, absent express written consent of the Association, which shall not be provided without first obtaining written confirmation from all applicable regulatory authorities that such additional bedroom will not cause any compliance issue with water and water rights, nor with El Paso County Department of Health permitting, regulation and administration of wastewater systems.

16. Construction Type. All construction shall be new, and all construction shall be completed by the Declarant, the Association, or their assigns consistent with these Declarations and the Plat. No building previously used at another location, nor any building or structure originally constructed as a "mobile home" type dwelling or manufactured housing (to the extent such structures have the appearance of "mobile homes" or "doublewides"), nor domes may be moved onto any Lot within the Subdivision. Panels and major house components may, in Declarant's discretion, be manufactured off-site, provided that the assembly is conducted on-site and the resulting structure does not have the appearance generally associated with manufactured housing.

17. Underground Utilities. All future newly installed utilities, except for lighting standards and customary service devices for meters, transformers, access, control or use of utilities, shall be installed underground. Small satellite dishes for telecommunications shall be permissible.

18. Wells and Mineral Excavation. No portion of any Lot or any Common Element open space within the Subdivision shall be used to explore for or to remove

any water, soil, hydrocarbons, or other minerals of any kind, with the exception of properly permitted and authorized water wells as described in these Declarations and the Augmentation Plan.

19. Maintaining of Drainage. There shall be no interference with the established drainage pattern as planned by Declarant for the entire Subdivision, including those drainage structures identified and included on the Plat.

20. Restoration in the Event of Damage or Destruction. In the event of damage or destruction of any Improvement on a Lot, the owner thereof shall cause the damaged or destroyed Improvement to be restored or replaced to its original condition or such other condition as may be approved in writing by the Association, or the owner shall cause the damaged or destroyed Improvement to be demolished, removed, and the Lot to be suitably landscaped, subject to the approval of the Association, so as to present a pleasing and attractive appearance, consistent with the uniformity of the Sanctuary of Peace community.

21. Accessory Building and Yard Items. No accessory buildings/structures shall be constructed on any Lot without the express written consent of the Board, or the Declarant during the period of Declarant Control. Any such accessory buildings, or structures, or yard items, whether movable or immovable, including without limitation, children's play or swim sets, basketball hoops, equipment or appliances, fountains, yard ornaments, masonry figures, and above-ground swimming pools, shall be permitted only if they are designed and installed to blend in with the overall architecture of the main dwelling structures. Metal and pre-manufactured storage sheds will not be allowed, except to the extent they likewise blend in with the overall architecture of the main dwelling structure.

22. Trailers, Campers, Boats and Other Vehicles. No boat, trailer, camper (not installed on its supporting vehicle), tractor, commercial vehicle, mobile home, motor home/RV, trail bikes, mini-bikes, motorcycles, all-terrain vehicles, snowmobiles, or any other type of recreational vehicle, or any towed trailer or truck, excepting pickup trucks solely for private use of the residents of a dwelling, shall be parked on any street at any time, nor within any Lot outside of a garage. There shall be no on-street parking within the Sanctuary of Peace Subdivision.

23. Abandoned/Project Vehicles. No stripped down, abandoned, unlicensed, partially wrecked or junk motor vehicle or part thereof shall be permitted to be parked on any street or on any Lot within the Subdivision in such a manner as to be visible at ground level from any neighboring Lot within the Subdivision, or street.

24. Vehicle Repairs. No maintenance, servicing, repair, dismantling or repainting of any type of vehicle, boat or machine or device may be carried on within the Subdivision except within a completely enclosed Structure, or at such location as screens the sight and sound of the activity from the street and from adjoining Lots within the Subdivision.

25. Solar Collectors. Solar collectors or other solar devices may be permitted, if approved in advance by the Association, so long as they are designed and installed to blend in with the overall architecture of other improvements on the Lot and the community as a whole, and so long as the design and installation of any such solar amenities are completed with the advance written approval of the Declarant and/or Association.

26. Sound Devices. No exterior speakers, horns, whistles, bells or other sound devices, except for built-in speakers on the decks and patios adjoined to or in the immediate vicinity of primary dwelling structures, and for security devices used exclusively for security purposes, shall be located, used or placed on any structure or within any Lot. Volumes of such permitted exterior sound devices shall be maintained at such a level as to maintain the peace and tranquility of the community and subdivision.

27. Weeds. Lot owners are responsible for removing plants infected with noxious insects or plant diseases which are likely to cause a spread of noxious insects or plant diseases to neighboring properties, and for controlling and removing weeds declared noxious by applicable governmental authorities and in accordance with Colorado and El Paso County weed control rules and regulations, whether or not structures have been constructed thereon.

28. Animals.

A. No animals or livestock of any kind shall be housed, raised or kept on any Lot within the Subdivision, either temporarily or permanently, except as expressly provided in this Paragraph 28, such exceptions being as follows: (i) commonly accepted domesticated birds, fish, dogs, cats, and other small domestic animals permanently confined as household pets; (ii), an aggregate of not more than two (2) domesticated dogs and cats or similar animals may be maintained in or kept within each Residential Unit on each Lot. No such domesticated animals may be kept or maintained in violation of provisions of the Water Decree, attached as **Exhibit B**, nor in violation of any government regulation, and all such domesticated animals must be thoroughly secured and maintained within the Lot of the owner of such animals. There shall be no fencing installed on any lot, nor any dog runs of any kind, and therefore all pets must be on-leash and accompanied when outside of a residential unit, or contained utilizing electronic "invisible fencing" or similar.

B. No animal of any kind shall be permitted which produces sounds or smells that may be reasonably regarded as offensive, or as a nuisance.

C. No kennels, whether for breeding, rent, or sale shall be allowed within the Subdivision.

D. Incessantly barking and/or off-leash dogs, and loose cats, may harm wildlife and disturb the peace of the Subdivision, and are therefore prohibited. Dogs shall not be permitted to run loose and shall be kept under the control of the Owner at all times. No exterior doghouses or kennels will be permitted.

29. Antennas. Attic antennas inside any dwelling (as opposed to roof antennas) are effective, are less vulnerable to damage, and are encouraged. Visible antennas are prohibited. Small satellite dish antennas may be installed where they will be unobtrusive. Only devices 28 inches in largest dimension or smaller shall be permitted, unless screened in a manner that precludes unattractive views from public roads and adjoining Lots within the Subdivision.

30. Nuisance. No noxious or offensive activity shall be permitted upon any Lot or Common Element, nor shall actions intended to or tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood be permitted on any Lot or Common Element. No hazardous activities may be permitted upon any Lot or Common Element, nor in any Residential Unit. No annoying lights, sounds or odors shall be permitted to emanate from any Lot or Residential Unit. Outdoor lighting will be permitted to the extent it does not create a visual nuisance to neighboring or nearby property Owners. Any exterior lighting on any Lot shall either be indirect or of such controlled focus and intensity as not to disturb residents of adjacent or nearby Lots within the Subdivision. Lighting designs consistent with the design provisions of the "International Dark-Sky Association" are encouraged, minimizing local and regional light pollution. No activities which pollute or have the potential to pollute any well, surface water right, groundwater aquifer, or other water resource shall be permitted within the Subdivision. No trail bikes, mini-bikes, motorcycles, all-terrain vehicles, snowmobiles, or other such noise causing vehicles shall be operated within the Subdivision other than on county roads and going to and from residences, or for use in maintenance activities upon a Lot, or during emergency situations including but not limited to flood, fire, and blizzard/snow emergencies. No activity shall be permitted which will generate a noise level sufficient to interfere with the peaceful and reasonable quiet enjoyment of the persons on any adjoining or nearby Lots within the Subdivision. No hunting of any kind by any form or device, nor the discharge of any type of firearm, explosive or fireworks devices shall be permitted.

31. Storage and Trash Restrictions/Common Drop Off Locations. Except for common trash bins maintained and located in accordance with rules and regulations adopted by the Board, all garbage and trash shall be placed in receptacles which are kept within the garages of Residential Units except on the day of pick up. The Board may, in its discretion, enter into agreements or arrangements for common trash and garbage removal from all Residential Units, or from common drop off locations at locations to be determined by the Declarant and/or Association at various locations upon the property to which Owners will be required to deliver their respective trash for pick up on a regular schedule.

32. Parking. Except as provided for below, there shall be no parking of automobiles, trucks or vehicles of any type upon any part of the Subdivision except within the garages attached to each Residential Unit and within areas designated for parking on the **Exhibit C** Plat map, or as may be permitted in writing by the Association's Board under specific limited circumstances in the Board's discretion. Violation of this provision shall permit the Board to remove the offending vehicle at the expense of the owner of the vehicle. Driveways and roadways are to be kept clear of parked vehicles.

33. Water Augmentation Plan – Wastewater Disposal.

A. Decree. The Subdivision shall be subject to the obligations and requirements as set forth in the August 28, 2018 Judgment and Decree affirming the August 6, 2018 Findings of Fact and Ruling of Referee granting underground water rights and approving a plan for augmentation, as entered by the District Court for Water Division 2, State of Colorado, in Case No. 18CW3019 (consolidated with Division 1 Case No. 18CW3040), as recorded at Reception No. 218100150 of the El Paso County Clerk and Recorder, which is incorporated by reference ("Augmentation Plan"). The Augmentation Plan concerns the water rights and water supply for the Subdivision and creates obligations upon the Association, and the Owners, which run with the land. The water supply for the Subdivision shall be by community well(s) to the not-nontributary Dawson aquifer, under the Augmentation Plan, with wastewater treatment to occur through an Association-owned and operated septic system(s).

B. Water Rights and Facilities Ownership.

i. Declarant will transfer and assign to the Association all right, title and interest in the Augmentation Plan and water rights thereunder, except as set forth below. Those water rights assigned include a portion of the ground water in the nontributary Arapahoe aquifer (at least 1,097 acre-feet), and all of the Laramie-Fox Hills aquifer (at least 1,414 acre feet) of the Denver Basin, as adjudicated in the Augmentation Plan, and as reserved for replacement of any injurious post-pumping depletions.

ii. Declarant will further transfer and assign to the Association a minimum of 2,511 acre feet (8.37 annual acre feet based on a 300-year aquifer life) in the not-nontributary Dawson aquifer of the Denver Basin as adjudicated in the Augmentation Plan as the physical source of supply for all Lots from the community Benet Well No. 1 and any additional or replacement wells required. The Dawson aquifer well shall be augmented per the Augmentation Plan as operated and administered by the Association.

iii. The Declarant will further assign to the Association all obligations and responsibilities for compliance with the Augmentation Plan, including pumping, monitoring, accounting and reporting obligations, as well as all well, water and wastewater infrastructure necessary for the production and use of the water and water

rights consistent with the Augmentation Plan. The Association shall assume and perform all such obligations and responsibilities, which expressly include design, installation, operation and maintenance of an appropriate non-evaporative central septic disposal system(s). By this assignment to the Association, the Declarant is relieved of any and all responsibilities and obligations for the administration, enforcement and operation of the Augmentation Plan. Such conveyance shall be subject to the obligations and responsibilities of the Augmentation Plan and said water rights may not be separately assigned, transferred or encumbered by the Association, nor by the Owners. The Association shall maintain such obligations and responsibilities in perpetuity, unless relieved of such augmentation responsibilities by decree of the Water Court, or properly entered administrative relief.

iv. The Association's water rights in the not-nontributary Dawson aquifer underlying the Subdivision shall remain subject to the Augmentation Plan, and shall, not be severable from the property, and the Association covenants that it cannot sell or transfer such ground water rights to any party separate from the conveyance of the entirety of the property.

v. All not-nontributary Denver Basin groundwater in the Denver aquifer, and a portion of the groundwater in the nontributary Arapahoe aquifer not reserved and assigned to the Association for augmentation of any injurious post-pumping depletions, consistent with the Augmentation Plan, are otherwise retained by Declarant.

C. Water Administration.

i. The pumping of the community Dawson aquifer well (Benet Well No. 1 and additional/replacement wells) is limited to a maximum of 8.37 acre feet annually, consistent with the Augmentation Plan. The Association shall ensure that the allocations of use of water resulting from such pumping as provided in the Augmentation Plan is maintained, as between in-house, irrigation, and other allowed uses. The Association shall ensure that all domestic-type water usage on the property is treated utilizing a central non-evaporative septic system(s) in order to ensure that return flows from such system(s) are made to the stream system to replace depletions during pumping, and that such return flows shall not be sold, traded or used for any other purpose. The Association, as the owner of all obligations and responsibilities under the Augmentation Plan, shall administer and enforce the Augmentation Plan as applies to pumping from the community Dawson aquifer well and non-evaporative septic system(s). Such administration shall include, without limitation, accountings to the Colorado Division of Water Resources under the Augmentation Plan and taking all necessary and required actions under the Augmentation Plan to protect and preserve the ground water rights. Each Owner, and the Association, have the right to specifically enforce, by injunction if necessary, the Augmentation Plan, for any failure to comply with the Association's obligations under the Augmentation Plan, including the enforcement of the terms and conditions of well permit(s) issued pursuant to the Augmentation Plan, and the reasonable legal costs and fees for such enforcement shall

be borne by the party against whom such action is necessary, to the prevailing party. The use of the not-nontributary Dawson ground water rights owned by the Association is restricted and regulated by the terms and conditions of the Augmentation Plan and these Declarations, including, without limitation, maximum annual well pumping of 8.37 acre feet. Failure of the Association to comply with the terms of the Augmentation Plan may result in an order from the Division of Water Resources under the Augmentation Plan to curtail use of ground water rights.

ii. The Association shall fully account for total pumping from the community well to the not-nontributary Dawson Aquifer, including for any irrigation, or other permitted/allowed uses as may be required under the Augmentation Plan. The frequency of such accounting shall be annually, unless otherwise reasonably requested by the Division of Water Resources. The Association shall provide the Division of Water Resources with integrated accounting for pumping of all not-nontributary individual Dawson aquifer wells on an annual basis, unless otherwise reasonably requested by the Division of Water Resources.

iii. At such time as construction of an Arapahoe and/or Laramie-Fox Hills aquifer well is required for replacement of post-pumping depletions under the Augmentation Plan, the Association shall be responsible for all cost and expense in the construction of said well, as well as all reasonable reporting requirements of the Division of Water Resources associated therewith. The Association shall have authority to impose a reasonable fee or assessment upon all Lot owners in advance of construction so as to ensure sufficient funding is available to meet all post-pumping depletion replacement obligations, consistent with the terms and conditions of these Declarations.

D. Well Permits.

i. The Association, or Declarant, shall be responsible for obtaining a well permit for the community Benet Well No. 1 to the not-nontributary Dawson aquifer for provision of water supply to the Subdivision, and any replacement or additional not-nontributary Dawson aquifer wells to provide such supplies. Such Dawson aquifer well(s) shall be constructed and operated in compliance with the Augmentation Plan, the well permit(s) obtained from the Colorado Division of Water Resources, and the applicable rules and regulations of the Colorado Division of Water Resources. The costs of the construction, operation, maintenance and repair of such community well, any applicable treatment of water produced thereby, and delivery of water therefrom to the Residential Units located on each Lot, shall be a Common Expense subject to assessments by the Association. The Association shall comply with any and all requirements of the Division of Water Resources to log the well(s) and shall install and maintain in good working order an accurate totalizing flow meter on the well in order to provide the diversion information necessary for the accounting and administration of the Augmentation Plan.

ii. The Association shall further be responsible for obtaining any well permits, rights and authorities necessary for the construction of wells to the nontributary Arapahoe and/or Laramie Fox Hills aquifer, though such well(s) shall be constructed only for purposes of replacing any injurious post-pumping depletions, consistent with the Augmentation Plan, and shall not be constructed unless and until such post-pumping depletions must be replaced. The Association shall comply with any and all requirements of the Division of Water Resources to log such wells, and shall install and maintain in good working order an accurate totalizing flow meter on the well in order to provide all necessary accounting under the Augmentation Plan.

iii. No party guarantees to the Lot owners the physical availability or the adequacy of water quality from the community Benet Well No. 1, or additional and replacement wells, or augmentation wells, to be drilled under the Augmentation Plan. The Denver Basin aquifers which are the subject of the Augmentation Plan are considered a nonrenewable water resource and due to anticipated water level declines the useful or economic life of the aquifers' water supply may be less than the 100 years allocated by state statutes or the 300 years of El Paso County water supply requirements, despite current groundwater modelling to the contrary.

E. Compliance. The Owners and the Association, respectively, shall perform and comply with all terms, conditions, and obligations of the Augmentation Plan, and shall further comply with the terms and conditions of any well permits issued by the Division of Water Resources pursuant to the Augmentation Plan, as well as all applicable statutory and regulatory authority.

F. Amendments. No changes, amendments, alterations, or deletions to this Paragraph 33 of these Declarations may be made which would alter, impair, or in any manner compromise the Augmentation Plan, or the water rights of the Owners without the written approval of said parties, El Paso County, and from the Water Court.

G. El Paso County Requirements. El Paso County may enforce the provisions regarding the Augmentation Plan as set forth in these Declarations, should the Owners and/or Association fail to adequately do so.

H. Septic Systems and Leach Fields. As described in Paragraph 5, above, the Association is vested with all easements necessary for the installation, construction, use, maintenance and repair of a community septic wastewater treatment system(s) for treatment of water utilized within each Residential Unit, consistent with the terms and conditions of the Augmentation Plan. It is anticipated that each 5-7 Residential Units may share a "sub" wastewater system, but no such sub-system shall have a discharge of greater than 1,999 gallons per day, and the entire system shall in no instance exceed 6,000 gallons per day of discharge. Such wastewater treatment system(s) shall be Common Elements, and repair to any such sub-systems shall be allocable amongst all Lots/Residential Units, regardless of whether a particular Residential Unit utilizes a particular sub-system. Such system(s) may be located within

any portion of the open space within the Subdivision, whether owned by Declarant or the Association, at Declarant's discretion, and the **Exhibit C** Plat map shall be updated and appended to these Declarations by recording, in order to provide an as-built description of such septic system/sub-systems and associated easements when completed.

34. Terms of Covenants and Severability. These Declarations shall run with the land and shall remain in full force and effect until amended or terminated, in whole or part, by the owners of the entirety of the Subdivision (*i.e.* all Owners and the Association) and filed for record with the Clerk and Records of El Paso County. If any of these Declarations be held invalid or become unenforceable, the other Declarations shall not be affected or impaired but shall remain in full force and effect.

35. Amendment of Declarations. Except as expressly mandated by applicable law, and except as limited by express provisions herein, these Declarations and the Plat may be amended only by vote or agreement of at least 67 percent of the Owners. For purposes of this Paragraph 35, Declarant shall be deemed an owner of each Lot until such time as such Lot(s) are transferred to a third party.

A. Amendment of Declaration by Declarant. Until such time as Declarant has conveyed any Lots to a third party, any of the provisions, covenants, conditions, restrictions and equitable servitudes contained in these Declarations may be amended or terminated by Declarant by the recordation of a written instrument, executed by Declarant, setting forth such amendment or termination. Declarant reserves the right to unilaterally amend these Declarations in all circumstances permitted by law and which do not conflict with applicable statutes, rules or decrees. Notwithstanding anything contained within these Declarations, and to the extent permitted by law, if Declarant determines that any amendments to these Declarations shall be necessary in order for existing or future mortgages or other security instruments to be acceptable applicable authorities, then Declarant shall have and hereby specifically reserves the right and power to make, execute and record any such amendments without obtaining approval of Lot owners or mortgagees (or any percentage thereof).

B. Limitation of Challenges. An action to challenge the validity of an amendment adopted by the Association pursuant to this Paragraph 35 may not be brought more than one year after such amendment is recorded.

C. Recordation of Amendments. Each amendment to these Declarations must be recorded in the records of the Clerk and Recorder for El Paso County, Colorado, and the amendment is effective only upon recording.

D. Unanimous Consent. Except to the extent expressly permitted or required by other provisions of these Declarations, an amendment may not create or increase the number of Lots, change the boundaries of a Lot, change the vested

property interests of a Lot or Lot owner, or the uses to which a Lot is restricted except by unanimous consent of the Owners.

E. Execution of Amendments. An amendment to these Declarations required to be recorded, as set forth herein, by the Association, which has been adopted in accordance with these Declarations, must be prepared, executed, recorded, and certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

36. Termination. Termination of the Common Interest Community may be accomplished by unanimous consent of the Owners; however, the covenants and restrictions herein regarding compliance with the Augmentation Plan shall not terminate unless the requirements of the Augmentation Plan are also terminated by order of the appropriate water court and a change of water supply is approved by El Paso County.

37. Assessment and Collection of Common Expenses.

A. Apportionment of Common Expenses. Except as otherwise expressly provided in this Paragraph 37, all Common Expenses shall be assessed against all Lots in accordance with their percentage interests in the Common Expenses as a portion of the total number of Lots, *i.e.* initially 1/27th per Lot, subject to the Declarant's/owners' right, if any, to combine Lots, thereby reducing the total number of Lots and reallocating the percentage interests in the Common Expenses. This shall include, but not be limited to, Common Expenses for reasonable maintenance and replacement of the Common Elements, including drainage and mailboxes, notwithstanding the fact that such maintenance and replacement could be viewed as benefiting one particular Lot over another. Without limiting any other authority regarding assessments provided for in these Declarations, assessments may, but shall not be required to, (i) be made monthly for snow plowing, and (ii) be made in advance for any maintenance or repairs to the other Common Elements.

B. Common Expenses Attributable to Fewer than all Lots.

i. Any Common Expense for services approved by the Association and provided by the Association to an individual Lot, or some Lots but fewer than all the Lots, at the request of the particular Lot owner or Owners shall be assessed only against the requesting Lot(s).

ii. An assessment to pay a judgment against the Association may be made only against the Lot(s) in the Common Interest Community at the time the judgment was entered in proportion to their Common Expense liabilities.

iii. If a Common Expense is incurred by the action or inaction of a Lot owner, the Association may assess that expense exclusively against that Lot owner's Lot.

iv. Fees, charges, taxes, impositions, late charges, fines, collection costs, and interest charged against a Lot owner pursuant to these Declarations, or any Rules and Bylaws lawfully enacted by the Association, and the Act are enforceable as Common Expense assessments.

C. Association Lien.

i. The Association is hereby granted, and shall have, a lien on a Lot for a Common Expense assessment levied against the Lot for fines imposed against its Lot owner. Fees, charges, late charges, attorneys' fees, fines, and interest charged pursuant to the Association's authority under these Declarations, any Rules or Bylaws lawfully enacted by the Association, and the Act, are enforceable as assessments under this Paragraph 37. The amount of the lien shall include all those items set forth in this Subparagraph 37.C. from the time such items become due. If a Common Expense assessment is payable in installments, each installment is a lien from the time it becomes due, including the due date set by any valid Association acceleration of installment obligations.

ii. A lien under this Paragraph is prior to all other liens and encumbrances on a Lot except: (1) liens and encumbrances recorded before the recordation of these Declarations; (2) a first Security Interest on the Lot recorded before the date on which the Common Expense assessment sought to be enforced became delinquent; and (3) liens for real estate taxes and other governmental assessments or charges against the Lot. This Subparagraph does not affect the priority of mechanic's or materialmen's liens or the priority of a lien for other assessments made by the Association. By purchasing a Lot, a Lot owner waives all federal and state homestead and other exemptions with respect to the lien for Common Expense assessments.

iii. Recording of these Declarations constitutes record notice and perfection of the lien. Further recording of a claim of lien for a Common Expense assessment under this Paragraph is not required.

iv. A lien for an unpaid Common Expense assessment is extinguished unless proceedings to enforce the lien are instituted within three years after the full amount of the Common Expense assessment becomes due, except that if an owner of a Lot subject to a lien under this Paragraph 37 files a petition for relief under the United States Bankruptcy Code, the time period for instituting proceedings to enforce the Association's lien shall be tolled until thirty days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

v. This Paragraph 37 does not prohibit an action to recover sums for which Subparagraph i. of this paragraph creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.

vi. A judgment or decree in any action brought under this Paragraph 37 shall include costs and reasonable attorneys' fees for the prevailing party, which shall be additional Common Expense assessments.

vii. A judgment or decree in an action brought under this paragraph is enforceable by execution under Colorado law.

viii. The Association's lien must be foreclosed by the same judicial procedure by which a mortgage on real estate is foreclosed under Colorado law.

D. Payment of Assessments.

i. Certificate of Payment of Assessments. The Association, upon written request, shall furnish a Lot owner with a written statement setting out the amount of unpaid assessments against the Lot. The statement must be furnished within 14 calendar days after receipt of the request and is binding on the Association, and each Lot owner. A reasonable fee, established by the Association, may be charged for such statement.

ii. Monthly Payment of Common Expenses. All Common Expenses assessed under these Declarations shall be due and payable monthly unless otherwise determined by the Association. At the option of the Association Common Expenses may be assessed each month after actual expenses are incurred.

iii. Acceleration of Assessments. In the event of default in which any Lot owner does not make the payment of any assessment levied against his Lot within 10 days of the date due, the Association shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year immediately due and payable.

iv. Commencement of Assessments. Assessments shall begin on the first day of the month in which conveyance of the first Lot to a third party Lot owner other than the Declarant occurs. Assessments shall be levied against and payable by the owners of all Lots, including Lots still owned by Declarant.

v. No Waiver of Liability for Common Expenses. No Lot owner may become exempt from liability for payment of the Common Expense assessments by waiver of the use or enjoyment of the Common Elements or by abandonment of the Lot against which the Common Expense assessments are made.

vi. Personal Liability of Lot Owners. The Lot owner, at the time a Common Expense assessment or portion of the assessment is due and payable, is personally liable for the Common Expense assessment. Personal liability for the Common Expense assessment shall not pass to a successor in title to the Lot unless the successor agrees to assume the obligation. Each Lot Owner, including Declarant, covenants and agrees to pay, and shall be personally obligated to pay to the

Association, in the manner, amounts and times prescribed herein, all assessments, charges, fines, fees and other sums described in these Declarations and/or imposed by the Association related to Common Elements and expenses related thereto. All Owners shall be jointly and severally liable to the Association for the payment of all assessments, charges, fees and other sums attributable to them and/or their respective Lot. In addition to the foregoing assessments, charges, fees and other sums, each Owner shall have the obligation to pay all applicable real property taxes, ad valorem taxes, and assessments imposed by Colorado governmental subdivisions or entities against his Lot, as well as all charges for separately metered utilities servicing his Residential Unit.

vii. Enforcement of Personal Obligation. In addition to the lien mechanisms described herein, the Association may, at its option, suspend all voting rights and the right to use any Common Elements, until all delinquent payments owed by an Owner are received, and/or may bring an action in law or equity against any Owner to collect any unpaid assessments, charges, fees and other sums. For any such action, the Association shall be additionally entitled to recover, and the Owner obligated to pay, interest thereon at the rate determined by the Board, an administrative charge as may be set forth in the Association's rules and regulations, court costs, and other collection costs, and reasonable attorneys' fees. Notwithstanding any terms and provisions of these Declarations to the contrary, but subject to the Act, the sale or transfer of any Lot shall not affect the personal liability or the lien for assessments, charges, fees or other sum levied hereunder. No sale, transfer, foreclosure or any proceeding in lieu thereof shall relieve either any Owner or any Lot from liability or the lien for any assessments, charges, fees or other sums thereafter becoming due.

viii. Reserve Fund. The Association may in its own discretion maintain a reserve fund to meet foreseen and unforeseen expenditures and may establish assessments for the same.

ix. Annual Assessments. The annual assessment shall be based upon the Board's annual budget of the requirements needed for the Common Expenses and the administration and performance of its duties during such assessment year. The annual budget shall be adopted consistent with C.R.S. §38-33.3-303(4). Any surplus funds of the Association remaining after the payment of or provision for Common Expenses and any prepayment of or provision of reserves shall be applied as the Board in its sole discretion determines appropriate; the Board is not required to credit, refund, or pay such funds to Owners. The annual assessments shall also include, at the Board's discretion, but shall not be limited to the following:

a. Any costs and expenses related to management and to the activities and property of the Association;

b. Any taxes and special tax assessments on the activities and property of the Association;

c. Premiums for all insurance which the Association is required or permitted to maintain and any deductibles or expenses attributable to such insurance;

d. Such repairs, restorations, replacements, improvements, and maintenance of the Common Elements which are the responsibility of the Association; provided, however, such work shall not require the prior approval of the Association regardless of the expense or amount thereof unless a Special Assessment is required pursuant to these Declarations;

e. Legal and accounting fees;

f. Any deficit remaining from a prior assessment year;

g. The creation of reasonable reserves, surpluses and sinking funds for the periodic replacement, repair and maintenance of the Common Elements and for other periodic expenses, and are payable in regular installments, rather than by special assessments, and adequate reserves for insurance deductibles.

x. Special Assessments. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part:

a. The cost of any emergency situation or any construction, demolition, reconstruction, repair or replacement of all or a substantial part of the Subdivision, including without limitation the Common Elements and any fixtures and appurtenances thereto, or

b. The expense of any other contingencies or unbudgeted costs.

xi. Procedure for Special Assessments. Written notice of any meeting called for the purpose of taking any action by the Association concerning a Special Assessment shall be sent by the Board to all Owners not less than ten (10) days nor more than fifty (50) days in advance of the meeting. Said notice shall specify the amount of the proposed Special Assessment and the date of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast sixty-seven percent (67%) of all the votes shall constitute a quorum. If the required quorum is not present another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be fifty percent (50%) of the required quorum at the preceding meeting. Such subsequent meeting shall not be held more than sixty (60) days following the preceding meeting. Any such Special Assessment shall require the assent of sixty-seven percent (67%) of the votes which are cast at such a meeting where a quorum is present.

xii. Unit Assessments. In the event that the Association incurs any expense or liability as a result of the willful, negligent or wrongful act of an Owner or his guests or permittees, or any breach by any of such parties of any of the provisions of these Declarations, the Association's By-Laws or the Association's rules and regulations, and the same is not paid for by insurance, the cost thereof shall be an assessment against that Owner and his Lot, and if unpaid shall be both a personal obligation of such Owner and a Lien as herein provided. Additionally, except as otherwise provided in these Declarations, the Board may impose assessments against particular Owners and Lots pursuant to C.R.S. §38-33.3-315(3)(a) and (b).

38. Mechanics'/Other Liens.

A. Mechanics' Liens - Association Work. Labor performed, or services or materials furnished for the Common Elements, if duly authorized by the Board, shall be deemed to be performed or furnished at the express consent of each Owner, provided, however, any Owner may remove his Residential Unit and Lot from any such lien against the Subdivision, or against the Common Elements or a portion thereof, by payment to the holder of the lien of the fraction of the total sum secured by such lien, based upon the Proportionate Share, and the Board shall have no authority to bind the Owners beyond their Proportionate Share as provided above.

B. Mechanics' Liens - Owner Work. In the event a lien arises from work or material furnished for use and incorporated in any Residential Unit or Lot with the consent of or at the request of the Owner thereof or his agent or his contractor or subcontractor, and not requested by the other Owners or the Board, such Owner shall indemnify, defend and hold harmless all other Owners and the Association from and against any liability or loss arising from the claim of any such lien. In no event shall the claim of any such individual lien be the basis for the filing of a lien against a Lot or Residential Unit of any other Owner not expressly consenting to or requesting the same, or against any interest in the Common Elements; the filing of any such lien against the Lot or Residential Unit of a non-consenting Owner or against the Common Elements shall, to the extent permitted by law, be null and void and shall entitle such Owner or the Association to recover damages and expenses, including without limitation attorneys' fees, from the lienor.

C. Other Liens. As required by the Act, Declarant hereby states that it is possible that additional liens, other than mechanics' liens, assessment liens or tax liens, may be obtained, to the extent permitted by law and by these Declarations, against the Common Elements. To the extent permitted by law, all liens shall be subject to the covenants, terms and provisions of these Declarations.

39. Persons and Lots Subject to Declarations, Rules, Bylaws.

A. Compliance with Documents. All Owners, tenants, occupants of dwellings on Lots, and, to the extent they own Lots, mortgagees and the Declarant, shall comply with these Declarations, and any rules or bylaws subsequently enacted by

the Association, including any such rules incorporated within the Associations' Articles of Incorporation (collectively the "Documents") and shall be subject to all rights and duties under the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the occupancy of a Lot constitutes agreement that the provisions of the Documents are accepted and ratified by that Lot owner, tenant, mortgagee, or occupant. All provisions recorded in the Documents are covenants running with the land and shall bind any Persons having at any time any interest or estate in any Lot.

B. Adoption of Rules. The Association may adopt Rules regarding the use and occupancy of Lots as they affect the Common Elements and the activities of occupants, subject to Notice and Comment.

C. Enforcement. The Association, as well as any aggrieved Owner, is hereby granted a right of action against any Lot owner who fails to comply with the provisions of the Documents or to comply with lawful decisions made by the Association. Each and every Lot owner is also granted a similar right of action against the Association. In any action maintained under this paragraph, the prevailing party shall be awarded its reasonable attorneys' fees and costs.

40. Insurance.

A. Coverage. To the extent reasonably available, the Association may obtain and maintain insurance coverage as set forth in this Paragraph 40. If such insurance is not reasonably available, or the Association determines that any insurance described in this paragraph will not be maintained, the Association shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Lot owners and first lien Security Interest holders at their respective last known addresses. Nothing herein shall be deemed to require that the Association maintain any insurance and such determination shall be made by the Association in its sole discretion.

B. Property Insurance Coverage.

i. Association property insurance, if any, will cover:

a. The facilities, consisting of (1) all Common Elements; and (2) all personal property owned by the Association, if any.

ii. The community insurance will be for an amount (after application of any deductions) equal to 100 percent of the community facilities' actual cash value at the time the insurance is purchased and at each renewal date. Personal property owned by the Association will be insured for an amount equal to its actual cash value.

iii. The Association is authorized to obtain appraisals periodically for the purpose of establishing replacement cost of the community facilities

and the actual cash value of the personal property, and the cost of such appraisals shall be a Common Expense.

iv. The maximum deductible for insurance policies shall be as determined by the Association and shall be a Common Expense, unless caused by the act or omission of a Lot owner and assessed in accordance with these Declarations.

v. The insurance shall afford protection against "all risks" of direct physical loss commonly insured.

vi. Insurance policies required by this paragraph should further provide that:

a. The insurer waives the right to subrogation under the policy against a Lot owner or member of the household of a Lot owner.

b. An act or omission by a Lot owner, unless acting within the scope of the Lot owner's authority on behalf of the Association, will not void the policy or be a condition of recovery under the policy.

c. If, at the time of a loss under the policy, there is other insurance in the name of a Lot owner that covers the same risk covered by the policy, the Association's policy provides primary insurance.

d. Losses to be adjusted with the Association.

e. Insurance proceeds to be paid to any insurance trustee designated in the policy for that purpose and otherwise to the Association, but, in any case, the proceeds are to be held in trust for each Lot owner and the Lot owner's mortgagee.

f. The insurer may not cancel or refuse to renew the policy until 30 days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, to each Lot owner, and to each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

C. Liability Insurance. Liability insurance, including medical payments insurance, will be maintained by and in an amount determined by the Association, but in no event shall it be less than \$1,000,000. This insurance shall cover all occurrences commonly insured against for death, bodily injury, and property damage arising out of, or in connection with, the use, ownership, or maintenance of the Common Elements and the activities of the Association. Insurance policies carried pursuant to this Paragraph shall provide that:

i. Each Lot owner is an insured person under the policy with respect to liability arising out of the Lot owner's membership in the Association;

ii. The insurer waives the right to subrogation under the policy against a Lot owner or member of the household of a Lot owner;

iii. An act or omission by a Lot owner, unless acting within the scope of the Lot owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy;

iv. If, at the time of a loss under the policy, there is other insurance in the name of a Lot owner covering the same risk covered by the policy, the policy of the Association provides primary insurance; and

v. The insurer issuing the policy may not cancel or refuse to renew it until 30 days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Lot owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their last known addresses.

D. Owner Policies. An insurance policy issued to the Association does not preclude, nor require, Lot owners from obtaining insurance for their own benefit, and all Lot owners are and shall be required to purchase insurance policies in amounts and with designated terms and beneficiaries described in Association Rules, Regulations and Bylaws. Nonetheless, each Lot Owner shall maintain "Loss Assessment Coverage" for additional coverage of losses otherwise covered by the Associations' policy, including of associated deductibles.

E. Other Insurance. The Association shall carry such other insurance as may be required by any first lien Security Interest holder and may carry other insurance that the Association considers appropriate to protect the Association.

F. Premiums. Insurance premiums for insurance carried or to be carried by the Association shall be a Common Expense.

G. Insurance Proceeds Insufficient. If the insurance proceeds are insufficient to repair and reconstruct the damaged or destroyed improvement(s), such damage or destruction shall be promptly repaired and reconstructed by the Association as attorney-in-fact, using the proceeds of insurance and the proceeds of a special assessment to be made against all of the Owners and their Lots. Such special assessment shall be a Common Expense and made according to each Owner's Proportionate Interest and shall be due and payable within thirty (30) days after written notice thereof, and only in this instance shall such Special Assessment not require approval of the members consistent with the provisions of Paragraph 35.D.xi. The Association shall have full authority, right, and power as attorney-in-fact, to cause the repair, replacement or restoration of the improvement(s) using all of the insurance

proceeds for such purpose, notwithstanding the failure of an Owner to pay the assessment.

H. Consequences of Condemnation. If at any time all or any part of the Subdivision shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the Association and Owners shall be bound by the Act, including, but not limited to, the provisions of C.R.S. §38-33.3-107, as it may be amended from time to time, and notwithstanding any provision herein to the contrary.

41. Restoration of Common Elements.

A. Duty to Restore. All or any portion of the Common Interest Community for which insurance carried by the Association is in effect, must be repaired or replaced promptly by the Association unless:

- i. The Common Interest Community is terminated; or
- ii. Repair or replacement would be illegal under a state statute or municipal ordinance governing health or safety.

B. Cost. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

C. Plans and Specifications. The damaged property requiring restoration or repair must be repaired and restored in accordance with either the Plat or other plans and specifications that have been approved by the Association, a majority of voting Owners, and 51 percent of first lien Security Interest holders.

D. Insurance Proceeds. The Trustee or, if there is no Trustee, the Association, acting by appointed representative, shall hold any insurance proceeds in trust for the Association, Lot owners, and lien holders as their interests may appear. Subject to the provisions of these Declarations, the proceeds shall be disbursed first for the repair or restoration of the damaged Property. The Association, Lot owners, and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus after the property has been completely repaired or restored or unless the Common Interest Community is terminated.

E. Replacement of Less Than Entire Property.

i. The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community.

ii. Except to the extent that other persons will be distributes, the remainder, if any, of the proceeds must be distributed to each Lot owner or lien

holder, as their interests may appear, in proportion to the Common Expense assessment percentages of all the Lots.

F. Certificates By Association. The Trustee, if any, may rely on the following certifications in writing made by the Association:

i. Whether or not damaged or destroyed property is to be repaired or restored; and

ii. The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

G. Certificates by Attorneys or Title Insurance Companies. If payments are to be made to Lot owners or mortgagees, then the Association, and the Trustee, if any, shall obtain and may rely on a title insurance company's or attorney's title certificate or a title insurance policy based on a search of the records from the date of the recording of the original Declarations, stating the names of the Lot owners and the mortgagees.

H. Association as Attorney-in-Fact; Damage and Destruction. All of the Lot owners irrevocably constitute and appoint the Association as their attorney-in-fact, for them and in their names, respectively, to deal with the Common Interest Community upon its destruction, repair, or obsolescence as in these Declarations provided. As attorney-in-fact, the Association, by its president and secretary, acting pursuant to authorization from the Association, shall have full and complete authority, right, and power to receive the proceeds of any insurance in the names of the Lot owners or the Association, and to make, execute, and deliver any contract, deed, or any other instrument with respect to the interest of a Lot owner that is necessary and appropriate to exercise the powers in these Declarations granted.

42. Association Powers and Requirements.

A. Association Records and Minutes of Association Meetings. The Association shall permit any Owner, or holder, insurer, or guarantor of first mortgages secured by Lots, to inspect the records of the Association and the minutes of Association and committee meetings during normal business hours.

B. Powers and Duties. The Association, subject to the limitations contained in these Declarations and its Articles of Incorporation, shall have the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community, which shall include, but not be limited to, the following:

- i. Adopt and amend Bylaws, Rules, and regulations;
- ii. Adopt and amend budgets for revenues, expenditures, and reserves;

- iii. Collect Common Expense assessments from Lot owners;
- iv. Hire and discharge managers;
- v. Hire and discharge independent contractors, employees, and agents other than managing agents;
- vi. Institute, defend, or intervene in litigation or administrative proceedings or seek injunctive relief for violation of, or otherwise enforce, the Association's Declarations, Bylaws, or Rules in the Association's name, on behalf of the Association, or two or more Lot owners on matters affecting the Common Interest Community;
- vii. Make contracts and incur liabilities, including debt for the general benefit of the community;
- viii. Regulate the use, maintenance, repair, replacement, and modification of the Common Elements, and, to the extent set forth in these Declarations, including but not limited to enforcing parking restrictions within the property, which may be more restrictive than those required by El Paso County and/or any other entity having jurisdiction;
- ix. Cause additional Improvements to be made as a part of the Common Elements;
- x. Acquire, hold, encumber, and convey, in the Association's name, any right, title, or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only as provided herein;
- xi. Grant easements for any period of time, including permanent easements, and leases, licenses, and concessions through or over the Common Elements;
- xii. Impose and receive a payment, fee, or charge for the use, rental, or operation of the Common Elements and for services provided to Lot owners;
- xiii. Impose a reasonable charge for late payment of assessments, and after Notice and Hearing, levy reasonable fines for violations of these Declarations, the Bylaws, Rules, and regulations of the Association;
- xiv. Impose a reasonable charge for the preparation and recordation of amendments to these Declarations and for a statement of unpaid assessments;

xv. Provide for the indemnification of the Association's officers and Board, if any, and/or maintain directors' and officers' liability insurance;

xvi. Assign the Association's right to future income, including the right to receive Common Expense assessments to such parties and entities as may be approved by the Association's membership consistent with the provisions herein;

xvii. Exercise any other powers conferred by these Declarations, the Bylaws, or applicable law;

xviii. Exercise any other power that may be exercised in this state by legal entities of the same type as the Association;

xix. Exercise any other power necessary and proper for the governance and operation of the Association; and

xx. By resolution, establish permanent and standing committees to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Lot owners.

C. Executive Board Limitations. The Executive Board may not act on behalf of the Association to amend these Declarations, to terminate the Common Interest Community, or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term.

43. Enforcement. In the event that a dispute regarding an alleged violation of these Declarations cannot be resolved through discussion and negotiation of the parties, or subsequently by mediation, enforcement shall be by proceedings at law or in equity against any person(s) violating or attempting to violate any provision of these Declarations, including actions to restrain or enjoin such violation, and to recover damages. Venue shall be proper in the District Court for El Paso County, Colorado. The Owners and the Association shall abide by any injunctions so entered, without necessity of bond, in order to simplify judicial proceedings to remedy violations of these Declarations. In addition, if a judicial action is necessary to prohibit or correct a violation of these Declarations, the prevailing party shall be entitled to recovery of all costs of the enforcement proceeding, including reasonable attorney's fees.

44. Public Water System. All Lot owner connections to the public water system are subject to the following covenants, in order to protect the public water system from contaminants or pollutants that could enter the distribution system by backflow from a Lot owner's water supply system through the service connection, in accordance with Title 25 of the Colorado Revised Statutes, Colorado Primary Drinking Water Regulations, and the Colorado Plumbing Code.

A. Definitions. The following terms utilized herein shall have the following definitions for purposes of these Declarations associated with this paragraph 44 concerning the Public Water System:

i. "Active date" means the first day that a backflow prevention assembly or backflow prevention method is used to control a cross-connection in each calendar year.

ii. "Air gap" is a physical separation between the free flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel installed in accordance with standard ASME A112.1.2.

iii. "Backflow" means the undesirable reversal of flow of water or mixtures of water and other liquids, gases or other substances into the public water systems distribution system from any source or sources other than its intended source.

iv. "Backflow contamination event" means backflow into a public water system from an uncontrolled cross connection such that the water quality no longer meets the Colorado Primary Drinking Water Regulations or presents an immediate health and/or safety risk to the public.

v. "Backflow prevention assembly" means any mechanical assembly installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the mechanical assembly is appropriate for the identified contaminant at the cross connection and is an in-line field-testable assembly.

vi. "Backflow prevention method" means any method and/or non-testable device installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the method or non-testable device is appropriate for the identified contaminant at the cross connection.

vii. "Certified cross-connection control technician" means a person who possesses a valid Backflow Prevention Assembly Tester certification from one of the following approved organizations: American Society of Sanitary Engineering (ASSE) or the American Backflow Prevention Association (ABPA). If a certification has expired, the certification is invalid.

viii. "Containment" means the installation of a backflow prevention assembly or a backflow prevention method at any connection to the public water system that supplies an auxiliary water system, location, facility, or area such that backflow from a cross connection into the public water system is prevented.

ix. "Containment by isolation" means the installation of backflow prevention assemblies or backflow prevention methods at all cross connections identified within a customer's water system such that backflow from a cross connection into the public water system is prevented.

x. "Controlled" means having a properly installed, maintained, and tested or inspected backflow prevention assembly or backflow prevention method that prevents backflow through a cross connection.

xi. "Cross connection" means any connection that could allow any water, fluid, or gas such that the water quality could present an unacceptable health and/or safety risk to the public, to flow from any pipe, plumbing fixture, or a customer's water system into a public water system's distribution system or any other part of the public water system through backflow.

xii. "Multi-family" means a single residential connection to the public water system's distribution system from which two or more separate dwelling units are supplied water.

xiii. "Single-family" means: a single dwelling which is occupied by a single family and is supplied by a separate service line; or a single dwelling comprised of multiple living units where each living unit is supplied by a separate service line.

xiv. "Uncontrolled" means not having a properly installed and maintained and tested or inspected backflow prevention assembly or backflow prevention method, or the backflow prevention assembly or backflow prevention method does not prevent backflow through a cross connection.

xv. "Water supply system" means a water distribution system, piping, connection fittings, valves and appurtenances within a building, structure, or premises. Water supply systems are also referred to commonly as premise plumbing systems.

B. Authority and Control.

i. The public water system shall have the authority to survey all service connections within the distribution system to determine if the connection is a cross-connection.

ii. The public water system shall have the authority to control all service connections within the distribution system if the connection is a cross-connection.

iii. The public water system may control any service connections within the distribution system in lieu of a survey as long as the service connection is controlled with an air gap or reduced pressure zone backflow prevention assembly.

iv. The public water system may collect fees for the administration of this program.

v. The public water system shall maintain records of cross-connection surveys and the installation, testing and repair of all backflow prevention assemblies installed for containment and containment by isolation purposes.

vi. Except as otherwise provided herein, the public water system shall administer, implement and enforce the provisions of this Covenant.

C. Requirements.

i. Lot owner service connections shall be subject to a survey for cross connections. If a cross connection has been identified an appropriate backflow prevention assembly and or method shall be installed at the Lot owner's water service connection within 120 days of its discovery. The assembly shall be installed downstream of the water meter or as close to that location as deemed practical by the public water system. If the assembly or method cannot be installed within 120 days the public water system must take action to control or remove the cross connection, suspended service to the cross connection or receive an alternative compliance schedule from the Colorado Department of Public Health and Environment.

ii. In no case shall it be permissible to have connections or tees between the meter and the containment backflow prevention assembly.

iii. In instances where a reduced pressure principle backflow preventer cannot be installed, the owner must install approved backflow prevention devices or methods at all cross-connections within the Declarant and owner's plumbing system.

iv. Backflow prevention assemblies and methods shall be installed in a location which provides access for maintenance, testing and repair.

v. Reduced pressure principle backflow preventers shall not be installed in a manner subject to flooding.

vi. Provisions shall be made to provide adequate drainage from the discharge of water from reduced pressure principle backflow prevention assemblies. Such discharge shall be conveyed in a manner which does not impact waters of the state.

vii. All assemblies and methods shall be protected to prevent freezing. Those assemblies and methods used for seasonal services may be removed in lieu of being protected from freezing. The assemblies and methods must be reinstalled and then tested by a certified cross-connection control technician upon reinstallation.

viii. Where a backflow prevention assembly or method is installed on a water supply system using storage water heating equipment such that thermal expansion causes an increase in pressure, a device for controlling pressure shall be installed.

ix. All backflow prevention assemblies shall be tested at the time of installation and on an annual schedule thereafter. Such tests must be conducted by a Certified Cross-Connection Control Technician.

x. The public water system shall require inspection, testing, maintenance and as needed repairs and replacement of all backflow prevention assemblies and methods, and of all required installations within the Declarant and owner's plumbing system in the cases where containment assemblies and or methods cannot be installed.

xi. All costs for design, installation, maintenance, testing and as needed repair and replacement are to be borne by the Lot owner.

xii. No grandfather clauses exist except for fire sprinkler systems where the installation of a backflow prevention assembly or method will compromise the integrity of the fire sprinkler system.

xiii. For new buildings, all building plans must be submitted to the public water system and approved prior to the issuance of water service. Building plans must show: water service type, size and location; meter size and location; backflow prevention assembly size, type and location; and fire sprinkler system(s) service line, size and type of backflow prevention assembly.

xiv. All fire sprinkling lines shall have a minimum protection of an approved double check valve assembly for containment of the system.

xv. All glycol (ethylene or propylene), or antifreeze systems shall have an approved reduced pressure principle backflow preventer for containment.

xvi. Dry fire systems shall have an approved double check valve assembly installed upstream of the air pressure valve.

xvii. In cases where the installation of a backflow prevention assembly or method will compromise the integrity of the fire sprinkler system the public water system can chose to not require the backflow protection. The public water system will measure chlorine residual at location representative of the service connection once a month and perform periodic bacteriological testing at the site. If the public water system suspects water quality issues the public water system will evaluate the practicability of requiring that the fire sprinkler system be flushed periodically.

D. Inspection, Testing, and Repair. Backflow prevention assemblies or methods shall be tested by a Certified Cross-Connection Control Technician upon installation and tested at least annually, thereafter. The tests shall be made at the expense of the Lot owner. Any backflow prevention assemblies or methods that are non-testable, shall be inspected at least once annually by a certified cross-connection control technician. The inspections shall be made at the expense of the Lot owner.

i. As necessary, backflow prevention assemblies or methods shall be repaired and retested or replaced and tested at the expense of the customer whenever the assemblies or methods are found to be defective.

ii. Testing gauges shall be tested and calibrated for accuracy at least once annually.

E. Reporting and Recordkeeping.

i. Copies of records of test reports, repairs and retests, or replacements shall be kept by the Lot owner for a minimum of three (3) years.

ii. Copies of records of test reports, repairs and retests shall be submitted to the public water system by mail, facsimile or e-mail by the testing company or testing technician.

iii. Information on test reports shall include, but may not be limited to:

- a. Assembly or method type
- b. Assembly or method location
- c. Assembly make, model and serial number
- d. Assembly size
- e. Test date; and
- f. Test results including all results that would justify a pass or fail outcome
- g. Certified cross-connection control technician certification agency
- h. Technician's certification number
- i. Technician's certification expiration date
- j. Test kit manufacturer, model and serial number
- k. Test kit calibration date

F. Right of Entry. A properly credentialed representative of the public water system shall have the right of entry to survey any and all buildings and premises for the presence of cross-connections for possible contamination risk and for determining compliance with this paragraph 44. This right of entry shall be a condition of water service in order to protect the health, safety and welfare of customers throughout the public water system's distribution system.

G. Compliance. Lot owners shall cooperate with the installation, inspection, testing, maintenance, and as needed repair and replacement of backflow prevention assemblies and with the survey process. For any identified uncontrolled cross-connections, the public water system shall complete one of the following actions within 120 days of its discovery: control the cross connection; remove the cross connection; or suspend service to the cross connection. The public water system shall give notice in writing to any owner whose plumbing system has been found to present a risk to the public water system's distribution system through an uncontrolled cross connection. The notice and order shall state that the owner must install a backflow prevention assembly or method at each service connection to the owner's premises to

contain the water service. The notice and order will give a date by which the owner must comply. In instances where a backflow prevention assembly or method cannot be installed, the owner must install approved backflow prevention assemblies or methods at all cross-connections within the owner's water supply system. The notice and order will give a date by which the owner must comply.

H. Violations and Penalties. Any violation of the provisions of this paragraph 44, shall, upon conviction be punishable as provided in all applicable statutes, laws, and regulations.

I. Conflict With Other Codes. If a dispute or conflict arises between the Colorado Plumbing Code as adopted herein, and any plumbing, mechanical, building, electrical, fire or other code adopted by the State, then the most stringent provisions of each respective code shall prevail.

45. Captions. The captions contained in these Declarations are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of the Declarations or the intent of any provision thereof.

46. Gender. The use of the masculine gender refers to the feminine gender, and vice versa, and the use of the singular includes the plural, and vice versa, whenever the context of these Declarations so require.

47. Waiver. No provision contained in these Declarations is abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

48. Invalidity/Severability. The provisions of these Declarations shall be deemed to be independent and severable and if any of the provisions of these Declarations or any clause, paragraph, sentence, phrase or word, or the application thereof, in any circumstances be invalidated by judgment or Court Order, such invalidity shall not affect the validity of the remainder of these Declarations, which other provisions shall remain in full force and effect.

49. Conflict. These Declarations are intended to comply with the requirements of the Act, including C.R.S. §§38-33.3-105 to 38-33.3-107, If there is any conflict between these Declarations and the Act, or any other applicable statutes, the provisions of such statutes shall control.

50. Binding Affect – Amendment.

A. Covenants Running With Property. The benefits, burdens, and all other provisions contained in these Declarations shall be covenants running with and binding upon the Property and all Lots created thereon, respectively.

B. Binding Effect. The benefits, burdens and all other provisions contained in these Declarations shall be binding upon, and inure to the benefit of the Declarant, the Association and all Lot Owners, and upon and to their respective heirs, executors, administrators, personal representatives, successors and assigns. Any right or any interest reserved or contained in these Declarations to or for the benefit of the Declarant may be transferred or assigned by the Declarant, either separately or with one or more of the rights or interests, to any person, corporation, partnership, association or other entity.

C. Amendment.

i. The covenants and restrictions of these Declarations and the Lots described herein and created hereby/through the Plat, shall run with and bind the land for a term of twenty (20) years from the date of the recording of these Declarations, after which time these Declarations shall be automatically extended for successive periods of ten (10) years each, until such time as these Declarations are terminated or revoked in the manner herein provided.

ii. Except as is otherwise provided herein, these Declarations shall not be revoked or terminated unless all of the Owners, and all First Mortgagees which have given the Association notice of their interest in any Residential Unit/Lot, consent and agree to such termination or revocation by an instrument duly recorded; such termination and revocation shall also comply with C.R.S. §39-33.3-218. Except as provided in this Paragraph 49, these Declarations shall not be amended or modified unless the voting Owners, including Open Space Owner, having at least sixty-seven percent (67%) of the Proportionate Interests and the First Mortgagees of at least sixty-seven percent (67%) of the Residential Units/Lots which have provided the Association notice of their interest in any Residential Unit/Lot have agreed to such amendment; provided, however, (a) that any section in these Declarations which requires a particular percentage of Owners and/or Mortgagees may be amended only by written consent of the specified percentage of those parties; (b) that this Paragraph may be amended by an instrument signed by Owners of at least ninety percent (90%) of the voting interests, and one hundred percent (100%) of all First Mortgagees who have given the Association notice of their lien; (c) that an Owner's Proportionate Interest in the Common Elements appurtenant to each Lot as set forth herein shall have permanent character and shall not be altered without the consent of all of the Owners and all of the First Mortgagees of which have provided the Association notice of their interest in any Residential Unit/Lot; and (d) that the Declarant hereby reserves the right until the Period of Declarant Control is terminated, but without the vote of the Owners, to make such amendments to these Declarations, the Articles of Incorporation and/or the Bylaws of the Association, as may be necessary to correct typographical errors or ambiguities in said documents, and each Lot Owner and Mortgagee by accepting a deed or other instrument to a Lot within the Subdivision appoints Declarant as his attorney-in-fact for purposes of executing in said Lot Owner's name and recording any such amendments to these Declarations, and each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Residential Unit/Lot and the acceptance

thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of the power to the Declarant to make, execute and record any such amendments.

iii. The consent of any junior Mortgagee shall not be required under the provisions of this Paragraph 49. In determining whether the appropriate percentage of Mortgagee approval is obtained, each First Mortgagee which has provided the Association notice of their interest in any Residential Unit/Lot shall have one (1) vote for each First Mortgage owned.

iv. To be effective, all amendments to these Declarations must be recorded in the public records of El Paso County, Colorado, and an amendment must be indexed in the grantee's index in the name of the common interest community and the Association and in the grantor's index in the name of each person executing the amendment. The amendment shall be prepared, executed, recorded, and certified on behalf of the Association by any officer of the Association designated for that purpose, or in the absence of designation, by the president of the Association. All expenses associated with preparing and recording an amendment to the Declaration shall be the sole responsibility of the party designated in C.R.S. §38-33.3-217(6).

v. Recording of Amendments. To be effective, all amendments to or revocation or termination of these Declarations must be recorded in the office of the Clerk and Recorder of the County of El Paso, Colorado, and must contain evidence of the required approval thereof.

51. Acceptance of Documents/Waiver of Homestead. The conveyance, sale, transfer, lease or encumbrance of a Residential Unit or Lot shall be deemed to include the acceptance of all of the provisions of these Declarations, the Articles of Incorporation and Bylaws of the Association, and the waiver of any homestead rights and any exemptions under any state or federal law and shall be binding upon each grantee and mortgagee without the necessity of inclusion of such an express provision in the instrument of conveyance or encumbrance.

52. No Waiver. Failure to enforce any provisions of these Declarations shall not operate as a waiver of any such provision or of any other provision of these Declarations.

53. Governing Law. These Declarations shall be governed by, and construed in accordance with, the laws of the State of Colorado, and venue shall be proper in a Court of competent jurisdiction in El Paso County, Colorado.

54. Remedies Cumulative. The rights and remedies of the Association are distinct and cumulative to any other right or remedy hereunder or afforded by law or equity and may be exercised concurrently, independently or successively without effect or impairment upon one another.

55. Implied Approval by Mortgagees. Notwithstanding any provision of these Declarations, when any matter requires First Mortgagee approval, such approval will be assumed when that First Mortgagee fails to submit a written response to any written proposal for an amendment within thirty (30) days after it receives written notice of the proposal, provided the notice was delivered by certified or registered mail with a "return receipt" requested. Any First Mortgagee shall be given notice of any proposed action requiring its consent, if the First Mortgagor has sent a written request to the Association, stating both its name and address and the Lot number/Lot address on which it has (or insures or guarantees) the Mortgage.

IN WITNESS WHEREOF, the Declarant has caused these Declarations to be executed this ___ day of _____, 2020.

By: _____
_____, as _____
of Declarant, Benet Hill Monastery
of Colorado Springs

Attachment 13
Annual and five year budget

Annual Budget 2020

Revenue:

annual assessments to owners through property owners association
27 owners at \$960/year = \$25935 **\$25,935**

Expenses:

LINE ITEM	Annual Expense
Capital Expenses - (Reserves) *1	6735
Chemicals *2	1200
Insurance *3	3000
Licensed Operator *4	6000
Meter Monitoring Online *5	1200
Operations and Maintenance *6	2400
Sampling and Testing *7	3000
Utilities *8	2400
Total Annual Operating Exp	<u>\$25,935</u>

5.5 Financial Capacity

Detail of Annual Expenses	Total	frequency	Annual
*1 CAPITOL EXPENSES	\$148,260		\$6,735
Well and Cistern Pumps (3)	\$30,000	10 years	\$3,000
Contact Tanks (2)	\$20,100	30 years	\$670
Chlorination Equipment	\$3,000	3 years	\$1,000
Distribution System	\$85,160	80 years	\$1,065
Controllers	\$10,000	10 years	\$1,000
*2 Chemicals			
Based on estimate from Operator			\$1,200
*3 Insurance			
Based on estimate from Operator			\$3,000
*4 Licensed Operator			
Based on estimate from Operator			\$6,000
*5 Meter Monitoring Online			
Based on quote monitoring company			\$1,200
*6 Operations and Maintenance			
Based on Operator Estimates			\$2,400
*7 Sampling and Testing			
Based on Operator and Labs Estimates			\$3,000
*8 Utilities			
Based on 5 year avg. Monestary System			\$2,400
TOTAL ANNUAL EXPENSES (5.5.1.a)			\$25,935

Five Year Budget

Revenue:

annual assessments to owners through property owners association
27 owners at \$960/year = \$25935 (1st year) = \$961 each

Year One	25935
Year Two	26713
Year Three	27514
Year Four	28340
Year Five	<u>29190</u>
Five Year Total Revenue	\$137,692

Expenses:

5 YEAR BUDGET= 1st year annual + 3% annual X 5

Year One	25935
Year Two	26713
Year Three	27514
Year Four	28340
Year Five	<u>29190</u>
Five Year Total Operating Expenses (5.5.1.C)	\$137,692

TOTAL CAPITAL IMPROVEMENT BUDGET -(5.5.1.b)	
Drill Well - CanAm Drilling	72685
Well Building w/ Generator - per Engineer's #s	30000
Permit Fee	100
Pumps	33000
Tanks/Cisterns and Accessories	5000
Labor	5000
Misc and Contingency	5000
Distribution System Per Engineer's #s	85000
TOTAL	\$235,785

5.5.4 Description Funding Source for intial capital expenses

The intial construction of the system is funded entirely from Benet Hill Monastery Cash Reserves

2018 Year End Audited Financials (available on request)

Total Current Assets (cash and near cash investments)	5928255.99
Total Fixed Assets (depreciated value)	6139913.22
Total Assets	12068169.2
Total Liabilities	272993.5
NET WORTH	\$11,795,176

Attachment 14
Five year cash flow projection

5.5 Financial Capacity

5 YEAR BUDGET= 1st year annual + 3% annual X 5

Year One	\$25,935
Year Two	\$26,713
Year Three	\$27,514
Year Four	\$28,340
Year Five	\$29,190
Five Year Total Operating Expenses (5.5.1.C)	\$137,692

(5.5.2)Description of Munti-Year Financial Plan

Will establish a long-term reserve/operating plan that will establish the national average life expectancy of each component and establish an initial reserve at the establishment of the system and will charge each of the 26 home owners and the owners of the Community House a monthly fee = to the amount required to cover all operating and reserve expenses for the life of the system.

Attachment 15

Liability insurance documentation

Liability Insurance Documentation:

At the time of construction and initial operations, the system will be covered by the General Liability Insurance of the Monastery. That coverage is now with Christian Brother's Financial Services. Upon transfer of ownership to the Owner's Association, the management company chosen by the Association will recommend and the Association will attain general liability insurance coverage of their own. No loans are anticipated in the building or operation of the water system.