

HOMESTEAD WATER COMPANY

RULES AND REGULATIONS FOR WATER SERVICE

IN

The Homestead Subdivision

Approved by the Board of Directors on

Effective Date 1 May 2015

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GENERAL STATEMENT

The following Rules and Regulations, filed with Homestead Water Company, a Colorado Non-Profit Corporation, set forth the terms and conditions under which water service from a mutual system is supplied for the exclusive use of any contract tap holder within The Homestead Service Area and govern all classes of service in the territory served by the Company. They are subject to termination, change, modification, in whole or in part, at any time.

Service furnished by the Company is also subject to the covenants as recorded in Jefferson County, Colorado, and those limitations as set forth in Water Case No. W 7746-74 and 1996CW290. Copies of the Company's rules are available for any Member's inspection at the office of the Company.

Water Case W 7746-74 (September 1975), Water Rights in Case W-102 (July 1970) and Water Case 1994-CW-290 (December 1994) are summarized below in matters affecting and of interest to The Homestead Water Users:

Senior Water Rights are held by Public Service Company of Colorado. Junior Water Rights will be granted to the Homestead development by demonstration by the Developer to the water court of satisfactory compliance to the following requirements during a five-year water usage plan:

1. Return of 100% of the total water used by make-up of the 10% consumed to the South Platte River Basin by:
 - a. Prevention of reduction of evaporation and evapotranspiration of meadow land.
 - b. Prohibition of "irrigation" in all except Filings #1 and #2.
 - c. Limitation of 200 sq. ft. of irrigation for each lot of Filings #1 and #2.
 - d. Sewage disposal by septic tank-soil absorption; not by evapotranspiration.
 - e. Alternative make-up of consumptive use from non-tributary sources of the Company.
2. Use of the Junior Water Rights solely within The Homestead development:
 - a. Irrigation from running hose or self-supporting sprinkler shall not be permitted. Only hand held hose sprinkler shall not exceed 200 sq. ft. in Filing #1 and Filing #2.
 - b. No irrigation is permitted at all in Filings #3-#8 and the Additions.
 - c. Stream flow shall not be used for irrigation or sprinkling lawns or gardens.

Any waiver, at any time, of the Company's rights or privileges under these Rules and Regulations will not be deemed a waiver as to any breach or other matter subsequently occurring.

These Rules and Regulations are subject to termination, change or modification, in whole or in part, at any time by action of the Board of Directors of the Company; provided, however, that except where a violation of the water decree or covenants would occur, no change in the Rules and Regulations shall supersede the Company's Permit and Agreement for water supply with contract tap holders, but the Permit and Agreement shall have precedence.

Unless otherwise established, the effective date of these Rules and Regulations is the date of First Issue (see Title Page).

GENERAL APPLICATION FOR WATER SERVICE

An application for water service may be made at the office of the Company. The Company will require an applicant to sign an application contract and tender the total tap fee before the Tap Agreement is signed by the Company. The applicant will be subject to a "Stand-By or Readiness to Serve Charge" from time service is available to the time of meter installation.

The providing of central water mains shall be a question to be determined by the Company and in their sole and absolute discretion, and they shall be under no obligation to provide such facilities.

In the event a water main is not available or extension will not be provided to the Member, the Company shall so notify the person or persons submitting as aforesaid by written notice within sixty (60) days after submission of said application, Water Tap Agreement and tap fee.

If water main is not available or will not be provided to the lot, Member so notified shall not be free to drill or otherwise install and utilize a private well and the restriction of prohibiting the use of a private well.

All fees submitted shall be returned to Member if the Water Tap Agreement is refused or water main service will not be or is not available. There is no interest to accrue on the money tendered to Company if deposit is returned within sixty (60) days.

Temporary and/or interruptible service may be made at the sole option of the Company. This service may be required by a need for service prior to installation of permanent mains and/or for seasonal occupancy or vacancy, and is subject to a "Stand-By or Readiness to Serve" charge or service without a Tap Agreement (see Water Rates for Residential Service).

It shall be the buyer's/contractor's responsibility to protect the meter and pipes from freeze-up and any other damage during construction. This shall be the owner's responsibility after his acceptance and occupancy.

DEPOSITS

Deposits may be requested by the Company in lieu of satisfactory payment history. Simple interest on deposits at a rate of not less than the prevailing prime interest rate will be calculated for the period elapsed from date of deposit to date refunded, provided that such a period is not less than six months, and provided further that such deposits will not draw interest after date on which Company notifies Member that deposit will be refunded or after service discontinued. Interest will be paid annually upon request of Member or upon refund of deposit. Interest payments may, at the option of the Company, be made either in cash or by a credit to the Member's account.

Deposits will be refunded when service is discontinued, or when credit has been established to the satisfaction of the Company, which in the case of Residential Members will include timely payment for service for a 12-month period. Company will periodically review all accounts for the purpose of determining entitlement to refund. Refund will be made upon return to the Company of properly endorsed deposit receipt or proof that the person claiming the deposit is legally entitled to same. On discontinuance of service, the Company reserves the right to apply the Member's deposit and any interest accrued thereon, against unpaid bills for service and only the remaining balance of the deposit, if any, will be refunded.

In cases where the Applicant for new service is in default of payment of bills for any service previously rendered to Applicant, a settlement of the old account, or arrangement satisfactory to the Company for its settlement, will be required before the new service is rendered.

MONTHLY BILLS

Bills for service will be rendered monthly. The term "month" for billing purposes means the inclusive period of the first through the last day of the month.

Bills will be sent to each member prior to the first of the month. This bill will include monthly charges for the monthly minimum, previous overages and other services as set by the Board of Directors. If the Member fails to receive a bill, the Company, upon request, will issue a duplicate. However, failure to receive a bill in no way exempts the Member from payment for service rendered.

If the initial, final or regular monthly bill for service is for a period of less than twenty-seven (27) days, or more than thirty-three (33) days, such bill will be prorated on a daily basis in the ratio of the number of days in the billing period to thirty (30) days.

MEASUREMENT OF SERVICE

It is the Member's responsibility to read the Meter on or about the first of each month. This reading should be returned to the Company by the 10th of each month. If for some reason a meter is not read, the Member will be billed on an estimated usage based on the best available information. If the member fails to return a reading to the company for 3 consecutive months, the company may read the meter and charge the Member a service charge of \$25.00 (\$25.00 per reading).

There will be a monthly service charge of \$25.00 (\$25.00 per reading) made by the Company for reading the Member's meter. The Member eliminates this charge by reading his own meter on the first of the month and tendering it to the Company (on the bottom of his monthly check, or separately) by the 10th of the month.

The monthly reading requirement may be waived, at the sole discretion of the Company, for an unreadable meter or vacant home. This waiver does not relieve the Member of the monthly charges due.

COMPLAINTS

The Company will investigate promptly all complaints made by its Members and will keep record of all written complaints which record will include: The name and address of the complainant, the date, the nature of the complaint, and the adjustment or disposition made thereof. This record will be kept at least two years after the date of complaint. Copies of this activity will be provided upon request by the Homestead Homeowners' Association to the Homeowners' Association at the time of the complaint and disposition of same.

DISCONTINUANCE OF SERVICE AT MEMBER'S REQUEST

A Member wishing to discontinue service should give at least three (3) days' notice to Company to that effect, in order to allow time for final meter reading and disconnection of service. Where such notice is not received by the Company, the Member will be liable for service until final reading of meter. Notice to discontinue service will not relieve a Member from payment of all charges incurred at the applicable rate.

DISCONTINUANCE OF SERVICE NOTICE

When a Member fails to pay bills for service rendered and the Member's account becomes 75 days past due, a "DISCONNECT NOTICE" will be issued. Such notice will provide for a "DISCONNECT DATE" upon which the Company may physically discontinue service to the Member. The Company may charge a fee to issue such notice.

DISCONTINUANCE OF SERVICE BY COMPANY

The Company may discontinue its service upon not less than twenty (20) days written notice of intention to discontinue service:

1. If the Member fails to pay bills for service rendered as herein stipulated.
2. If the Member fails to comply with the Company's Rules and Regulations after due notice of such failure is given by the Company and reasonable time is allowed for compliance.
3. If the Member's use of service is detrimental to the water service being furnished by the Company to other Members in the immediate vicinity or supplied from the same distribution system.

Where service has been discontinued as stated preceding, Company shall have a reasonable time, but not more than twenty-four (24) hours, after elimination by Member of cause for discontinuance within which to reconnect service. Company may require Member to pay, in addition to any other charges due, a charge of not less than Fifty Dollars (\$50.00) to cover cost of disconnection and Fifty Dollars (\$50.00) reconnection of water service.

The Company may discontinue its service without notice:

1. If the condition or installation for any part of the Member's water piping, apparatus, or appliances found to be dangerous to life, health or safety of any person.
2. If the Member or anyone connected with him or anyone with his knowledge or consent has violated any of the ordinances, statutes, or other lawful regulation of properly constituted authorities applicable to his water service. The Company does not assume responsibility and will not be held responsible for ascertaining such conditions.
3. If any water consuming devices are connected on the line side of Member's meter, or if connections or devices of any kind are found installed on the premises of Member which would prevent the meter from registering the total amount of water used, or if the meter is inoperative or installed improperly.
4. If the Member is violating the recorded covenants regarding irrigation or is in violation of the terms and conditions of Water Case's No. W 7746-74 and 1994-CW-290.

Company may reconnect service within twenty-four (24) hours after remedy by Member of the cause of discontinuance of service and payment to Company of all charges due, together with an additional charge of not less than Fifty Dollars (\$50.00) to cover cost of disconnection and Fifty Dollars (\$50.00) reconnection of service at the meter. However, if water service is discontinued at other than the meter, Company may charge Member the cost to the Company of disconnection and reconnection of water service.

DIVERSION OF WATER

The existence of water consuming devices installed ahead of the meter or any tampering or interfering with pipes, devices or equipment connected to Company's distribution system or the damage to, alteration, or obstruction of any meter (including the breaking of meter seals) which will permit or make possible the use of water without its proper registration on Member's meter shall constitute prima facie evidence of diversion of water by the Member in whose name service is being rendered, or by the person benefiting from use of such diverted water. In the event that the Company check meter registers more water in the same interval of time than does the meter installed at Member's premises after such meters shall have been tested and found to be registering within allowable limits of accuracy, such fact shall also constitute prima facie evidence of diversion of water.

In such instances, Company will, in any reasonable manner, compute the amount of diverted water and shall have the right to enter Member's premises and make an actual count of all water consuming devices to aid in such computation. Where Company is unable to make such count, the computation will be based on any other available information, or estimated. Such computation will be made for the period beginning with the date on which Member began using water at the location where the diversion occurred, unless evidence proves the diversion commenced at a later date, and ending with the date on which such diversion ceased. Bills for water diverted, based upon the aforesaid computation, under the applicable rate effective during the period of diversion, plus the cost of investigating and confirming such diversion and disconnecting service, shall be due and payable upon presentation.

If service has been discontinued for diversion of water, Company will not render service to Member, or to any other person for Member's use, at the same or any other location, until:

1. Member has paid all bills as set forth preceding, and
2. Member has paid to Company the installation cost of, or has had installed at Member's expense, such entrance and service equipment as necessary to prevent further diversion of water.

The foregoing rules pertaining to diversion of water are not in any way intended to affect or modify any action or prosecution under the Criminal Statutes of the State of Colorado or enforcement by the State Engineer's office, or civil action.

SHORTAGE OF WATER SUPPLY

In case of emergency causing a shortage of supply, Company shall have right to grant preference to that service which in Company's opinion is most essential to the public welfare and Company reserves the right to regulate, each day, the hours and time for usage by Member. The Company shall notify Homestead Homeowners' Association at the earliest convenience of time impending problem.

In case of shortage of supply, in accordance with the Permit and Agreement for Water Supply, Company shall have the right to limit the availability of service under any rate schedule. Specific Rules and Regulations setting forth limitations on existing and new members in the event of water supply shortages will be set forth in the Residential and Commercial sections of these Rules and Regulations. In general, it shall be the policy of the Company to allocate its water supplies in a manner consistent with priority system granting preference to residential, in-house domestic use.

Irrigation by running hose or a self-supporting sprinkler shall not be permitted at any time; only a hand held hose sprinkler, and that space shall not exceed 200 sq. ft. for Filings #1 and #2. No irrigation is permitted at all in Filings #3-#8 and the Additions.

EASEMENTS

A contract for water service, or receipt of service by Member, will be construed as an agreement granting to Company an easement pursuant to the covenants, recorded plats, maps and master plans and court decrees as recorded in Jefferson County, Colorado, for water mains, service, meters, wells, galleries and other equipment of the Company necessary to render service to Members and the Member shall allow the Company and employees, agents, State Engineer or agents, an easement and right-of-way across Member's lot for installing, operating, interrupting, maintaining, repairing, removing and replacing water facilities. In all cases, work will include restoration of area to its natural state. If requested by Company, Member will, before service is connected, execute Company's standard form of right-of-way agreement, granting to Company at no expense therefore, satisfactory easements for suitable location of Company's mains, services, meters and metering

equipment, wells, galleries and other appurtenances on or across lands owned or controlled by Member. In the event that Member shall divide premises by sale in such manner that one part shall be isolated from streets where Company's water mains are accessible, Member shall grant or reserve an easement for water service over part having access to water mains for the benefit of the isolated part.

ACCESS FOR COMPANY'S EMPLOYEES

The Member will provide access to his premises at all reasonable times for authorized employees of the Company for any proper purpose incidental to the supplying of water service.

STANDARDS

WATER SYSTEM OPERATION AND MAINTENANCE

The Company will construct, operate, and maintain its water system in such a manner as to furnish good, safe, adequate, and continuous water service in accordance with the Rules and Regulations. This supply of water will meet County and State requirements.

The Company will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of water and to avoid any shortage and interruption of same. However, Company will not be liable for interruption, shortage, or insufficiency in the supply of water, or for any injury, loss, or damage occasioned thereby, if same is due to causes or contingencies beyond the control of the Company including but not limited to accidents, breakdown of equipment, acts of God, fires, floods, strikes, wars, authority or orders of government, or shortage of supply due to drought conditions.

The Company, whenever it shall find it necessary for purpose of making repairs or improvements to its system, will have the right to temporarily suspend the delivery of water. Interruptions of service, however, will not relieve members from any charges from service actually supplied, nor will accidents to Member's equipment or machinery, or failure of Member payment of minimum charges under the rate or contract applicable.

BILLING

The Company will exercise all reasonable means to assure accurate computation of all bills for water service. In event errors occur, Company shall refund to Member the amount of any overcharge having occurred therefrom and, likewise, shall have the right to collect from Member the amount of any undercharge, irrespective of the date or duration of such billing error

TAP FEE, SERVICE CONNECTION AND MAIN EXTENSION POLICY

The Rules and Regulations set forth the Tap Fee, Service Connection and Main Extension Policies of the Company available in The Homestead Subdivision.

GENERAL PROVISIONS

The provisions for this policy are subject to the Company's Rules and Regulations on file with said Company.

In all cases, the facilities provided will be constructed by the Company in accordance with the Company's specifications and shall be, at all times, the property of the Company to the point of delivery. Main extension contracts may be entered into by the Company, for construction at its expense or the expense of the other contracting party, only if they do not jeopardize the Company's ability to give its users at that time a continuous and sufficient supply of water. Any such contracts will be based upon the Company's estimate of the cost of constructing and installing standard size mains and facilities necessary to adequately supply service. Such cost will include the cost of all materials, labor, rights-of-way, etc., together with all incidental and overhead expenses connected therewith. Where special items, not incorporated in said specifications, are required to meet local construction conditions, the cost thereof will also be included. In no event, however, shall the water subject to the Water Case W-7746-74, in Water Case W-102 or in Water Case 1994-CW-290 be supplied to any lands not included in the water decree.

In circumstances where, because of the Applicant for service or provisions of this policy, either the Applicant for service or the Company would be unduly burdened, or where speculative real estate developments are involved, the Company reserves the right to deal with such situations independently on their own merits without adherence to the provisions hereof.

DEFINITIONS OF TERMS

MAIN EXTENSION - Distribution or supply mains, including all appurtenant facilities, necessary to supply service to additional members.

MAIN REINFORCEMENT - Increase in size or number of existing facilities necessitated by Applicant's estimated water requirements.

EXTENSION COMPLETION DATE - The date on which the construction of a main extension is completed as shown by the Company's records.

TAP FEE - Initial payment made to Company for providing water service availability, other than main extension, water meter and service connection costs. Includes water source, storage facilities, purification facilities, and pumping capacity for which each applicant for service will be required to contribute a tap fee in the amount set forth in the Tap Fee schedule below.

CONSTRUCTION COSTS OF MAINS - The combined costs of all facilities necessary to the main extension or reinforcement, including satisfactory rights-of-way.

CONSTRUCTION DEPOSIT - Amount advanced by Applicant to pay all construction costs in excess of free construction.

IRRIGATION - The sprinkling of lawn or garden by a hand held nozzle or hose.

REFUND OF DEPOSIT - Amount of Construction Deposit returned to members or assignees by the Company.

SERVICE PIPES - The supply pipe extending from the Distribution Main, including the curb cock, curb box, yoke, and/or meter pit if required, to the curb line or property line of the property upon a public street, highway, alley, lane, road or right-of-way.

POINT OF DELIVERY - Point where the Company's water facilities are first connected to the water facilities of the Member.

WATER METER AND SERVICE CONNECTION FEES

The Member will furnish and install service pipe of suitable capacity, including the curb cock, curb box, yoke, meter and/or meter pit as required, from the street, highway, alley, or road, along which there are mains. Applicant is required to bear the total expenses incurred in making the service connection, including the meter.

The materials furnished by Member in construction of such service extension will at all times be and remain sole property of the Member, and when necessary shall be maintained and repaired by the Member at his own expense. Materials, meter type and construction are to be approved by the Company.

A Summer Member on a seasonal main requesting a winter service connection on a year around main shall pay fifty percent (50%) of the estimated cost of the construction from the main to property line for the service changeover plus any charges that apply under the provisions of the Water Main Extension.

WATER AVAILABILITY

Since the Homestead Water System is a gravity system, the water user may choose to add a booster pump to raise the pressure to a level that the user determines adequate; or, should the water pressure exceed 60 lbs. pressure, then the water user will need to install a pressure reducing valve to prevent excessive pressure within the residence. A double check valve shall be installed in all residential services to prevent residential back-flow contamination.

NEW CONSTRUCTION

For Residential and/or Commercial service of permanent character, the Company may install the necessary water main extension provided the cost of the entire extension is paid in advance to the Company, per its estimated cost for the extension.

The application for water tap(s) must be made with and accompanied by the proper tap fees and/or extension costs.

REINFORCEMENTS

Where water distribution systems reinforcement is required to supply an Applicant for Residential water service, the Company will make such reinforcements in accordance with individual agreements between applicant and the Company based upon the amount, character and permanency of the load.

TEMPORARY AND INTERMITTENT SERVICE

When service under any rate will be temporary or intermittent in character, the connection and extension shall be made at option of the Company, and only where the Company has adequate capacity available for the class of service applied for. Applicant shall pay to the Company, in advance, its estimated cost of labor, materials, supervision, etc., incidental to installing and removing necessary mains, service meters and other equipment required, less the salvage value of such materials and equipment as determined when contract is signed. Only standard materials and equipment available in the Company stock or approved by the Company shall be used.

READINESS TO SERVE

The period between the date service was made available to the Member's property (resulting from the Member's signed application), and the date connection of piping and meter was made to the residence or structure is included, in the definition of "Readiness to Serve." Also, the period of turn-off and turn-on, in the case of vacations or other vacancy, is defined as "Stand-By or Readiness to Serve."

IRRIGATION AND WATER RIGHTS

IRRIGATION

Irrigation stream flow shall not be used for irrigation or sprinkling lawns or gardens. No irrigation by any means shall be conducted in Filings #3-8, and the Additions, but irrigation of up to 200 sq. ft. per lot may be conducted in Filings #1 and #2. The irrigation within Filing #1 and #2 shall be by hand-held hose sprinkler only, and irrigation from running hose or self-supported sprinkler shall not be permitted. Stream flow or water runoff shall not be used for irrigation.

WATER RIGHTS

The Water Rights under which the Company furnished water to The Homestead are junior to or inferior to other senior rights.

If a Member does those things which jeopardize or compromise the Water Rights of senior Water Rights holders, the Company may restrict or terminate the water to the Member so violating the senior Water Rights holder's water. Or, the Company, at its option, may appeal to a Court of Law to enforce the findings and direction of the court on Case No. W 7746-74 and/or 1994-CW-290 and recover costs and damages or seek such injunctive relief or contempt proceedings as the courts may permit and find.

WATER CONSERVATION

APPLIANCES

All homes in The Homestead shall take advantage of new technologies in water saving equipment and appliances, which includes low volume shower heads and aeration equipment for sinks, and ultra low flush toilets (1.6 gal. maximum). On all new water services to residential lots, the water administrator or his agent shall inspect the new home prior to turning on water service, to assure that all appliances contained within the residential structure meet the requirements of the Water Conservation paragraph, as currently amended.

RESIDENTIAL SERVICE COST

Monthly Minimum Rate:

Total Minimum (Includes 3,000 gallons)	\$55.20
Above rate includes the following:	
3,000 Gallons of Water	\$27.00
Water Quality Testing Fee	\$18.20
Capital Expenditures Fee	\$10.00

Additional Water Usage:

3,001 – 6,000 gallons, per 1,000 gallons	\$9.00
6,001 – 9,000 gallons, per 1,000 gallons	\$18.00
Over 9,001 gallons, per 1,000 gallons	\$36.00

Other Charges:

Standby Fee (Readiness to serve, 50% of 3,000 gallons)	\$13.50
Late Payment Interest (On the overdue balance)	18% APR
Disconnect Notice (Per occurrence)	\$10.00
Service Disconnect Fee	\$50.00
Service Connect Fee	\$50.00
Final Meter Reading Fee (Seller paid)	\$50.00
Transfer Fee (Buyer paid)	\$50.00
Tap Fee (5/8 inch)	\$22,50
Billing Fee	None

Billing Policies

Member Bills will be mailed to each member prior the end of each month

Monthly Minimum and Fees are due on the first of each month for the current month along with a current meter reading.

Overages over the minimum are due on the first day of the second month following the month that they occur.

Late Fees will be added to each member account with an outstanding balance on the 11th day of each month. Late fees are calculated by adding 18% APR to the outstanding balance for each day past due.

A Disconnect Notice will be sent when a member's account becomes 75 calendar days past due. The Company may disconnect the member's service 20 days after issuance of the Disconnect Notice if the member fails to bring the past due amount current.

Upon transfer of a members property and Tap Agreement the company will perform a physical inspection of the members metering equipment and record a Final Reading to clear the members account. A \$50.00 Final Meter Reading Fee will be charged.

Upon transfer, a new member will be charged a \$50.00 Transfer Fee to set up their account with the Company.

COMMERCIAL SERVICE COST

By special agreement with the Board of Directors

LIABILITY FOR PAYMENT

PAYMENT

Payment for water service is due and payable within ten days from date of bill or on or before the 10th of each month or when a bill is sent for the minimum monthly charge.

LIABILITY FOR PAYMENT

Until paid, all rates, tolls, fees, and charges shall constitute a first and perpetual lien on or against the property served and any such lien may be foreclosed in the manner prescribed by law.