

**SKY COUNTRY ESTATES MUTUAL DOMESTIC WATER
CONSUMERS ASSOCIATION
MEMBERSHIP APPLICATION / WATER USERS AGREEMENT**

Homeowners

LOT # _____

CERTIFICATE # _____

BILLING ACCOUNT # _____

This agreement entered into between the SKY COUNTRY ESTATES MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION, 3 POLARIS POINT, CLOUDCROFT, NM 88317, a nonprofit corporation, hereinafter called the "Association," and, _____, member(s) of the Association, here- in after called the "Applicant".

WITNESSETH

Whereas, the Applicant desires to purchase water from the Association and to enter into a water users' agreement as required by the Bylaws of the Association.

NOW THEREFORE, in consideration of the SKY COUNTRY ESTATES MDWCA Rules and Regulations promises and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows:

The Association shall furnish water, subject to the limitation set out in its Bylaws and Rules and Regulations now in force or as hereafter amended:-

1. Commonly known as: _____ (physical address)
2. Lot Number: _____
3. **Grant of Perpetual Easement.** (THIS EASEMENT ONLY APPLIES WHEN THE WATER SYSTEM GOES THROUGH THE APPLICANT'S PROPERTY and/or IF THE METER IS LOCATED INSIDE THE APPLICANT'S PROPERTY). If the Applicant requests service from the Association where a public right-of- way does not exist for the water lines and appurtenant facilities, the Applicant agrees to grant the Association, its successors and assigns, a perpetual easement twenty (20) feet in width, if such width is available, for the installation of the pipeline and centered over said pipeline, or five (5) feet in diameter from the center of any water meter, over, under, and upon the above described land, with the right to locate, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines, water meter and/or appurtenant facilities, with the rights of ingress to and egress from the member's property.

4. Location of Service Line.

- a.) The association shall purchase and install a water meter, cutoff valve, and a service line which shall begin at the water main line and extend to the property line. The Association shall have exclusive right to use such cutoff valve and water meter. The service line shall connect with the water main line of the Association at the nearest place of desired use by the Applicant, provided the Association has determined in advance that the system has sufficient capacity to permit delivery of water at that point.
- b.) The Applicant shall install and maintain at the Applicant's expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect to the Association's water meter. The Applicant also agrees to be fully responsible for the service line from the water meter to the home including the installation of an approved back-flow device or pressure regulator if required.
- c.) The Association shall have final authority in any question of location of any service line connection to its distribution/service or water main line; shall determine the allocation of water to Applicants in the event of a water shortage; and may shut off water to an Applicant who allows a connection or extension to be made to the Applicant's service line for the purpose of supplying water to another user. In the event the total water supply shall be insufficient to meet all of the needs of the Applicants, or in the event there is a shortage of water, the Association may prorate the water available among the various Applicants on such basis as is deemed equitable by the Board of Directors.

5. **Co-mingling of Private Domestic Water Well with Association Water System.** Co-mingling of private water well or any private water source with Association water system is strictly prohibited. The Applicant agrees that no other present or future source of water will be connected to any waterlines served by the Association's water- lines and will disconnect from his/her present water supply prior to connecting to and switching to the Association system.

6. **Membership / Startup Fee / Connection Fee.** The Applicant agrees to pay, upon signing of this Agreement, a one-time non-refundable membership/startup fee of \$1500.00 unless grandfathered, and a connection fee of \$1500.00 if required, in accordance with SCEMDWCA Rules and Regulations dated 1/1/2023.

7. The Applicant agrees to comply with and be bound by the Articles, Bylaws, Rules and Regulations of the Association, now in force, or as hereafter duly and legally supplemented, amended, or changed. The Applicant also agrees to pay for water at such rates, time, and place as shall be determined by the Association, and agrees to the imposition of such penalties for noncompliance as are now set out in the Association's Bylaws and Rules and Regulations, or which may be hereafter adopted and imposed by the Association.

8. **Payment.** The failure of an Applicant to pay water service charges duly imposed shall result in the automatic imposition of the penalties established in the Rules and Regulations of this Association, including:
- a.) Payment after the 25th day of the following month will be subject to a penalty of \$5.00 plus applicable tax.
 - b.) Nonpayment and / or no payment arrangements within a time specified in the Rules and Regulations will result in the water being shut off to the Applicant's property(ies) or a loss of membership privileges.
 - c.) In the event that it becomes necessary for the Association to shut off water to an Applicant's property(ies) for nonpayment, the Applicant agrees to bring his/her account current plus three (3) months deposit at base rate in advance in order to restore service.
 - d.) A returned check will result in a charge of fifty dollars (\$50.00).
 - e.) The Association will file a lien against the sale of the property in the event there are uncollectible fees.
9. Water charges to the Applicant shall commence on the date service is made available, regardless of whether the Applicant uses water. If the Applicant wishes to have the water turned off, the operator will turn off water and lock the meter. A fee of fifty dollars (\$50.00) along with an updated customer information sheet will be required to turn water on.

IN WITNESS THEREOF, we have executed this agreement this _____ day of _____, 20

Applicant *(print name)* *(Signature)*

Applicant *(print name)* *(Signature)*

Mailing Address

Physical Address

Phone

SKY COUNTRY ESTATES MUTUAL DOMESTIC WATER CONSUMERS
ASSOCIATION

President *(print name)* *(Signature)*

Secretary *(print name)* *(Signature)*

(Association Seal)

For Association Use Only

Date accepted / approved _____

Comments: