

Diamond Summit at Leisure Woods II Home Owners Association



**Rules and Regulations for the Supply and Use of Water
Revised April 9, 2016**

Section 1: Preface

The **Water System** is the property of Diamond Summit at Leisure Woods II Home Owners Association and is managed and operated by the Board of Directors elected by the membership. Pursuant to the Second Amended Declaration and ORS 94.565 *et seq.*, the Planned Community Act, operational and maintenance costs are paid from money obtained through annual membership dues, the connection fees and the sale of water or usage fees. The Association maintains the Water System in order to be able to provide water services upon owner request in conformance with these rules. Therefore, prompt payment of assessments is critical to the maintenance and operation of the Water System for the benefit of all owners. All transactions concerning water service shall be conducted through the Designated Responsible Charge Person or designate who can be contacted via phone at 541 433-2174 or via mail at PO Box 1094, Crescent Lake, OR, 97733. The necessary information can be accessed via the Diamond Summit at Leisure Woods II web site, located at www.DiamondSummit.org. Before service will be connected the proper application must be made, accepted by the Association and the connection fees paid. Modifying the required hook up or temporizing service is not allowed, and can result in a penalty fee required before service is connected or reconnected. An advance notice of plans to build or connect is requested.

Water Main or Main Line is defined as the service pipe laid in the street or road and running parallel to the street or road for the distribution of water to the customers through service lines.

Service Connections and access are under the jurisdiction of the Association and include pipes, valves and fittings laid from the main and include the meter or meter stem, backflow device, backflow box and meter or meter stem box. Proposed construction of driveways or access to lots will not allow obstruction to water system components which include the above elements. In addition the electrical service cabinet will be free of obstructions within 2 feet from sides and 3 feet on the frontage.

The point of delivery is the line after the #1 valve (system side of backflow) in the backflow box.

Fire Hydrants and Stand Pipes are for Fire response or designated fire training only. No access is permitted to the fire supply system for any domestic purpose. Any question or request for bulk water use is to be directed to the Designated Responsible Charge, Operator or designate.

Section 2: Application for Service

The Association requires each prospective customer/member to sign an application for water service prior to initiating service. The connection service charge must be paid at the time of application. Only members in good standing are entitled to receive water service. "Member in good standing" means an owner within Diamond Summit that is not more than 60 days delinquent in paying any assessment levied on any and all lot(s) in Diamond Summit owned by the member, except for an owner who has entered into an agreed upon payment plan with the Board, or who is not otherwise subject to enforcement by the Board for violation of the Governing Documents that has been pending more than 90 days.

Section 3: Connection/Reconnect Service Charges

At the time an applicant files for water service a connection service charge is due and payable. This fee covers the costs to install service from the main, including a meter, when applicable, and backflow device. These fees vary dependent on contractor's charges and will be quoted at the time of application. For convenience of all parties it is best to notify the Association well in advance of the need for water service.

Our mains are located in the public right-of-way and the backflow device will be placed at the side nearest the property to be served.

A customer/member who has been disconnected for failure to pay dues, usage fees or penalties shall pay a late fee, all amounts due, including interest at 3/4% per month, and a reconnect fee before service will be restored.

Section 4: Contract

When an application has been accepted, the application is considered a binding contract wherein the applicant agrees to abide by Diamond Summit Water Association rates, rules and regulations in effect, or as may be adopted thereafter by the Association.

Section 5: Payment/Non-Payment of Bills

All customers/members are invoiced annually for membership dues, and quarterly for water usage. Payments are due by the 10th of the billing month. Late charges will be assessed if payments are not received by the end of the following month (60 days past due). Pursuant to ORS 94.630(1)(m), a member who is not in good standing as defined in Section 2 above regarding any lot they own in Diamond Summit is subject to having water service terminated on any lot they own within the Association. Service will be subject to termination on lots owned by owners that are not in good standing and are 90 days past due on any lot owned within Diamond Summit. Prior to terminating water service, the Association will send the owner a notice of intent to disconnect water with no less than 14 days' notice prior to intended disconnect. The notice of intent to disconnect will notify the owner of the reason for intended water service termination, the intended disconnection date, and will offer the owner a hearing before the Board, at which time the owner and the Board may agree to a reasonable payment plan or other resolution to restore the owner to good standing. These termination provisions are entirely at the discretion of the Board. Special payment arrangements may be made, but immediate termination can be applied upon failure to adhere to the agreed upon plan. Owners will still be charged a late fee and interest at 3/4% per month until their bill is paid in full, including a reconnect fee. The Board may revise these procedures from time to time at its discretion by future rulemaking.

Section 6: Temporary Service

In the unusual event temporary water service is required for construction, etc., the customer/member will be required to make a deposit to cover labor and material costs

furnished or owed by the Association. Temporary use of water for some construction operations such as soaking, backfill or settling operations should be approved in advance by the Association. These are considered other non-domestic uses, which are normally not allowed.

Section 7: Responsibility and Service Performance

The Association shall not be liable for any loss or damage whatsoever caused by any defect in customer/member's line, plumbing or equipment. The Association may, without notice, discontinue service to any customer/member when a defective condition of plumbing or equipment on premises results, or is likely to result or interfere with proper service, contaminate the water supply or contribute to wasting water. The Association assumes no responsibility for the inspection of customer/member lines, plumbing or equipment, and will not be liable for failure of customer/member to receive service on account of defective apparatus on the customer/member's premises. This includes thermal expansion.

The Association will not permit any physical connection between a private water supply and the Association distribution system. The Association will exercise reasonable care to furnish and deliver a continuous and sufficient supply of potable water to the customer and avoid shortages and interruptions. The Association will not be liable for high or low pressure conditions, chemical, bacteriological conditions, interruptions, shortage, insufficient supply or any loss or damage occasioned thereby. The use of water by the customer/member and responsibility of the Association shall cease at the Point of Delivery of water.

The Association, when making repairs or improvements, shall have the right to temporarily suspend the delivery of water. In all cases, reasonable notice will be given as circumstances permit. The Association will strive to make such repairs or improvements as rapidly as possible to cause the least inconvenience to the customer/member.

In cases of supply shortage, the Association reserves the right to restrict water use or give preference in the matter of furnishing service to customers/members. Water will be furnished only for ordinary domestic, community and fire protection purposes. Outdoor irrigation is currently not allowed.

Section 8: Meters

The Association will own, install and maintain all necessary meters for measuring water service used by customers/members. Residential metering is not currently utilized for billing purposes, but will be adopted over an extended time frame to insure usage is consistent with Association policy. It is expected that meters will also be used as the basis for locating leaks, applying conservation measures and recommendations to customers/members. Periodically, the Association will inspect and test meters, and use the data for control or usage statistics. All meter information that is kept will be made available to customers/members as requested, considering a reasonable time to respond.

Section 9: Cross Connection (Backflow) Control Program

The Association will follow rules as described in: A) OAR Chapter 333-61-0070; B) Industry accepted procedure and practices in Cross Connection Control Manual; C) The Association will maintain and annually test the backflow as this is their jurisdiction; D) Approved backflow devices, installed by the Association, are the responsibility of the customer/member; E) The annual test results, completed by certified personnel, will be provided and billed by the Association to the customer/member; and, F) Customers/Members' backflow testing charges will be reviewed periodically to determine adopting appropriate charges to members as shown in section 14.

Section 10: Customer Lines

Pipes, from the point of delivery to premises, must be installed in accordance with uniform codes, good engineering practices and maintained in good order.

Section 11: Suspension of Rules

The Secretary, DRC (Designated Responsible Charge) or Operator are not authorized to suspend any of the rules or regulations in this document without Board approval.

Section 12: Amendments/Changes/Revisions

The Board shall have the power at any time to amend, change or modify any rule, rate, fee or charge. All water service is subject to such power.

Section 13: Changes or Extension of Existing Facilities

Extension of existing facilities shall be defined as any installation, replacement or addition to any water main or service connection, regardless of the length or diameter of the pipe. The Association's Board of Directors or their professional designate must approve all plans and specifications consistent with all applicable codes and governing laws.

Section 14: Rates, Fees and Charges

Rates, fees and charges are constantly under review and are subject to change. Although every attempt will be made to notify all customers/members when changes are required, it is often difficult to reach customers/members due to the transient nature of our community. All changes will be posted to the Association web site as soon as possible.

1) Water usage Rate	\$50/qtr, payable in advance in Jan, April, July, Oct.
Connection Fee	\$500
Reconnect Fee	All Past Due Amounts Paid, plus any added costs.
1) Late Fee	\$10 per quarter.

Installed Backflow 3/4"	\$350
Meter 5/8"	\$200 (when adopted).
2) Penalty Fee	\$100 min.
Other	Labor & Material as incurred.
Backflow test	\$35 Annual Test and Report, usually EOY
Bulk Water	\$1 per 100 gallons @ \$5 minimum, by prearrangement only

Note:

- 1) Non payments for usage rates result in a late fee, interest at 3/4% per month, and connections are subject to termination pursuant to Section 5. Non payments for other charges, including annual dues on any lot owned within Diamond Summit, may also result in termination in accordance with Section 5.
- 2) Penalties are determined by the Board.

Section 15: Force Majeure

In addition to the provisions set out in Section 7, the Association shall not be liable for any loss, damage, or interruption of service caused by an act of God, fire, tornado, hurricane, flood, earthquake, lightning, explosion, war on American soil, civil disturbance, labor strikes, and similar unavoidable circumstances beyond the Association's control.

We are committed to active conservation of water as part of our obligation to manage an effective and safe public water system. In the spirit of this commitment, please acquaint yourself with how to control your water consumption and use appliances and fixtures efficiently. Information is readily available through your Association "Designated Responsible Charge" person or Operator.

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