

WATER SYSTEM RULES AND REGULATIONS COLUMBIA HILLS HOMEOWNERS ASSOCIATION

ARTICLE I: INTRODUCTION

Section 1. The Columbia Hills Homeowners Association (CHHOA) provides water to those properties owned by members of the association subject to the Covenants, Conditions and Restrictions of Columbia Hills (CC&Rs). These Rules and Regulations are authorized by the CC&Rs and the terms of that document govern the application of these Rules and Regulations. These Rules and Regulations establish how this service is provided and the conditions to be met by a Member to be eligible for water service. CHHOA is governed its Board of directors which is controlled by Stone Builders, Inc., Columbia Hills Land Co., and Hillcrest Investments, Limited Partnership, who together own the majority of the voting rights in CHHOA.

Section 2. The Water System consists of all wells, water lines, valves, fire hydrants, meters, meter boxes, treatment equipment, reservoirs, pumping stations, all water system related appurtenances and buildings used for operations. Ownership and legal title to the entire system is vested in CHHOA. CHHOA shall provide water exclusively for the purpose of domestic use and fire protection.

Section 3. Improvements to the Water System to provide capacity to serve additional Members shall not be funded by charges on Members with existing homes. Connection charges or fees on new homes will be applied to the cost of such improvements. Funds in addition to connection fees will probably also be needed for these improvements; adequate funding shall be provided by those with an interest in having service available for additional Members.

Section 4. Charges to Members for water service (1) shall be adequate to fund the cost of operation, maintenance and repair of the Water System and (2) include a component to fund current and projected capital costs for renovation and replacement necessary to maintain the Water System in good condition. Revenues for capital facilities shall be tracked separately and spent only for that purpose.

ARTICLE II: DEFINITIONS

Section 1. “Board” shall mean the Board of Directors of Columbia Hills Homeowners Association.

Section 2. “Columbia Hills Homeowners Association (CHHOA)” is the Columbia Hills Homeowners Association, a non-profit association organized and operating under ORS Chapter 65.

Section 3. “Commitment” shall mean the commitment by the Board to allow a Member to connect to and use the Water System upon compliance with these Rules and Regulations.

Section 4. “Connection Charges or Fees” shall be any service connection charge, system development charge, meter installation charge or any other connection fee, including a

combination of the foregoing, adopted by the Board and shall be due and payable in full at the time of connection to the Water System.

Section 5. “Covenants, Conditions and Restrictions (CC&Rs)” are the Columbia Hills CC&Rs recorded on _____ as Document No. _____, Deed Records of Columbia County, Oregon and as subsequently amended.

Section 6. “Engineer” shall mean the CHHOA engineer of record.

Section 7. “Member” is the record owner of property within the Columbia Hills property subject to the Columbia Hills Covenants, Conditions and Restrictions and served or eligible to be served by the Water System. Member shall include all owners of the property who appear in the last recorded deed of record or other document that vests title as set forth in the Columbia County deed records.

Section 8. “Meter Assembly” means the meter, meter box, meter vault, valves, tail piece, by-pass, yoke and other appurtenances connected to and part of the Water System.

Section 9. “Owner” shall also mean Member.

Section 10. “Rules and Regulations” shall mean these Water System Rules and Regulations, rates and charges and other requirements adopted by the Board setting forth the terms, conditions and use of the Water System.

Section 11. “Standards” shall mean those Water System standards adopted by the Board. The CHHOA Engineer shall interpret the Standards when necessary.

Section 12. “Service Line” shall mean the pipe, valve, fittings, cross connection control device and other water facilities from the outlet of the meter assembly that convey water to the points of use on the Member’s premises. A service line may also provide a fire only service.

Section 13. “System Manager” shall mean the person or entity designated by the Board to operate and manage the Water System.

Section 14. “Water Accounts Manager” shall mean the person or agency to whom payment for Water Service are made.

Section 15. “Water Service” shall mean the delivery of domestic water from the Water System to the Member’s service line.

Section 16. “Water System” shall mean the wells, pipelines, reservoirs, pump stations, hydrants, valves, meters, meter assembly, vaults, other water system appurtenances and buildings owned by CHHOA.

Section 17. “Water System User” shall mean the Member and any other person who uses the water system.

ARTICLE III: CONSERVATION

Section 1. CHHOA's CC&Rs state the following:

“Water conservation benefits all occupants of the Hillcrest subdivision. Irrigated yard and garden areas should be limited and homes should have water conservation fixtures... and water conservation should be a consideration in architectural review....”

Section 2. Water rates periodically adopted by the Board shall provide an incentive for conservation.

Section 3. The Board will provide conservation communications to Members seeking awareness, cooperation and support of the CHHOA water conservation ethic.

Section 4. Members shall demonstrate use of landscaping based on minimally landscaped areas, native plantings or other measures that require less usage of water as part of the architectural review process.

Section 5. The Board will conduct quarterly and annual water audits to determine usage by Members to assist in conservation practices, detect system leakage and unauthorized use.

Section 6. CHHOA allows no waste of water. CHHOA and the Members should both seek to avoid wastage of water. Members shall be responsible for all water use on the Member's property.

ARTICLE IV: CURTAILMENT AND EMERGENCIES

Section 1. If the Board determines that conditions exist which require the restriction or prohibition of use of water in order to protect the health, safety and welfare of Water System Users, the Board may establish water system use restrictions and prohibitions and a schedule for imposition of alerts. Members will be notified of anticipated interruptions or reductions of service by alerts reflecting levels of reduced or no water availability.

Section 2. The Board will use reasonable efforts under the circumstances via email or other electronic means to provide stages of alerts regarding reduced water usage that will be progressive in nature.

Section 3. All Members are of the same user class and therefore any curtailment or reduction in water service shall be equal for all.

Section 4. Any Member using water in violation of the adopted restricted restriction or prohibition shall be given written notice by CHHOA. The notice shall be delivered to the premises where the wrongful use is occurring. If it appears the Member is not living at the premises, it shall be mailed to the last known address of the Member. The notice shall state that if the wrongful use is not discontinued upon receipt of notice, water service to the property may be discontinued any time thereafter. Water service shall be terminated immediately without notice if there is an imminent threat to health, safety or welfare as determined in the sole discretion of the Board.

Section 5. For emergencies or other unanticipated interruptions of water service, the Board shall provide notice as reasonable under the circumstances and take steps to restore water service as soon as reasonably practical

ARTICLE V: CHHOA OBLIGATIONS

Section 1. CHHOA is the owner of the Water System. CHHOA and/or its authorized agents shall operate, maintain, repair, renovate and replace the Water System in compliance with all governmental regulation, specifically including complying with the requirements of the Oregon Drinking Water Program and Department of Water Resources.

Section 2. CHHOA shall, so far as reasonable and practicable and within its financial means, provide adequate source of supply, treatment, storage and distribution facilities, and other improvements necessary to make water service generally available to all Members to which it has made a Commitment to serve. CHHOA will usually make such a Commitment at the time the owner of a parcel becomes a Member of CHHOA. Limitation on the use of water as to hours, purpose, or manner, may be prescribed from time to time by the Board when curtailment, emergency or other unforeseen conditions dictate.

Section 3. The Board will designate a person or entity as System Manager. It may employ persons and contract with specialists to assist in the operation, maintenance, improvement and repair of the system.

ARTICLE VI: MEMBER OBLIGATIONS

Section 1. Water will not be provided until the Member pays the Connection Charges or Fees, including any required deposit. All new Members who pay the Connection Charges or Fees and/or use water provided by CHHOA and all current Members are automatically bound to abide by these rules and regulations and as they may be modified in the future.

Section 2. The Member shall be responsible for constructing the service line from the water meter outlet to the premises to be served at no cost to CHHOA. Such service lines shall be installed in accordance with the plumbing code of the State of Oregon and regulations of the County of Columbia. CHHOA personnel may inspect such pipes and plumbing at reasonable times and with reasonable notice.

Section 3. CHHOA is not responsible for repair nor is it be liable for any damage or injury whatsoever due to malfunctioning of the Member's service line and private system, whether on Member's property or on other property.

Section 4. A Member shall be liable for any damages to a meter, other equipment or property owned by CHHOA that is caused by an act of the Member or its agents, contractors or other person over whom Member has permitted onto the property. Damage to equipment shall include but not be limited to breaking of seals and locks, accessing a fire hydrant, and injury (due to tampering or other actions) to meters.

Section 5. Members who have a sprinkler system, a pool, or any other possible source of water that could back-flow into the Water System are required by Oregon law (OAR 333-61-0070 to 333-61-0071) to have a back-flow prevention device. CHHOA shall have the right to enter upon the Member's property to inspect the device and may discontinue service until such a device is present. The Member shall be required to install such device and is responsible for annual testing and reporting. Failure to comply with the applicable back flow regulations will result in termination of service until remedied.

Section 6. When water is desired for filling a swimming pool, tank or other uses which require abnormally large quantities of water, the Member must communicate with, receive approval from, and make arrangements with the System Manager prior to any such use to avoid adverse impact on the Water system.

Section 7. Each Member has the responsibility to maintain and repair the Member's system to minimize the possibility of water wastage due to leaks on the Member's side of the meter. All leakage in the Member's system shall be the sole responsibility and expense of the Member. Leaks in the Member's system shall be repaired within 30 days of detection. Best practices to monitor for leakage includes watching for leaking toilets, dripping fixtures, leaking hoses and water lines, hoses or fixtures left running, etc. It is strongly recommended that each Member periodically (suggested weekly) check the meter when water is not running (1) to see if the amount used since the last check is normal and (2) to confirm that the meter is not running.

Section 8. No Member, or any other unauthorized person, shall open any fire hydrant, attempt to draw water from it, or in any way tamper with it.

Section 9. At all times, a Member shall provide CHHOA and its agents and contractors with safe and reasonable access to the Water System including the meter and meter assembly. Member consents to removal of obstructions necessary to access the meter.

Section 10. By requesting and receiving water service from CHHOA, the Member grants to CHHOA, its agents and contractors the right at all reasonable times to enter upon Member's property to determine compliance with these Rules and Regulations. Any inspection of plumbing in the interior of a Member's structure shall be arranged ahead of time.

ARTICLE VII: CONNECTION

Section 1. The connection to the Water System, placement of the meter assembly and location of the Member's service line shall be at such places as CHHOA shall determine in its sole discretion.

Section 2. Application for a new water service shall be submitted to the CHHOA's System Manager. No meter installations or connections shall be made until the Commitment is provided by CHHOA and all Connection Charges and Fees have been paid in full.

Section 3. A service connection shall only be provided to one single family dwelling. Any workshop or other accessory building used as part of the single dwelling may be served from such connection only as approved by the System Manager.

Section 4. No Member shall extend the Member's service line to furnish water to any other residence, dwelling or use without CHHOA approval.

Section 5. All connections to the CHHOA system and the Meter Assembly shall be performed by CHHOA personnel or approved contractors.

Section 6. Removal or relocation of a service connection shall be at the expense of the party requesting the change. CHHOA shall not bear the cost of reconnecting the Member's service line.

ARTICLE VIII: RATES AND CHARGES

Section 1. The Board shall adopt a Water Rate Schedule and periodically review and revise the rates and charges therein in order to generate revenues sufficient to fulfill its responsibilities to provide water service and to maintain and renew the Water System. Water shall be sold on a metered basis in accordance with the Water Rate Schedule. The rates shall provide an incentive for conservation. The Board may also adopt a deposit amount which a Member pays upon request for service. Any amount remaining upon termination of service in excess of charges and fees due shall be refunded to the Member.

Section 2. Meters shall be read quarterly or at other intervals determined by the Board. Billings shall be based on the Water Rate Schedule currently in effect. All payments shall be directed to the person designated as the CHHOA Water Accounts Manager or as otherwise directed by the Board from time to time.

Section 3. All billing statements for water service are due upon receipt by Members and shall become delinquent if not paid within the period specified in the Water Rate Schedule. The Schedule adopted by the Board shall spell out the process to be followed by CHHOA in the case of delinquent billings. If the amount is not paid in full within the number of days after a final notice set forth in the Schedule, then CHHOA may terminate service for non-payment of bills and other violations of regulations. Water service shall not be restored until all past-due charges are paid in full, together with such other charges related to delinquency as may be determined by CHHOA. Such charges may include the cost of disconnecting and reinitiating water supply. All delinquent water charges shall be a lien upon the real property served CHHOA. The method of enforcement shall be that specified in the CC&Rs.

ARTICLE IX: MAINTENANCE, REPAIR AND TESTING OF METERS

Section 1. The meters and meter assembly is owned by CHHOA and therefore responsibility for maintenance and repair of meters is assumed by the CHHOA..

Section 2. A Member may request that the meter be re-read if he/she feels that the bill is in error. Also, a Member may request that his/her meter be tested by the CHHOA. If the test show that the water meter registers more than 5% error in the actual water volume flow, the meter shall be repaired or replaced at the discretion and expense of the CHHOA. If the meter is measuring too high, an adjustment will be made to the Member for past billing, but in no case shall an adjustment apply to more than the current and prior billing period invoices.

Section 3. The CHHOA may charge the user for water service furnished through a meter which does not register the full amount of water used. The charge for service may be an estimate based upon a comparable period as determined by the CHHOA.

ARTICLE X: TERMINATION AND RESTORATION

Section 1. Termination may be at the request of the Member, for example, when occupant is moving. When a Member notifies the CHHOA that he/she wishes service discontinued, the Association will, as soon as practicable, read the meter and render a statement of charges, which shall be payable at once if it exceeds the amount of the Member's deposit held by CHHOA. When service is to be resumed, the CHHOA shall be notified and any required deposit made prior to renewed service.

Section 2. Termination of service by the CHHOA may occur in the event of any one of the following:

(a) Non-Payment of Charges: The CHHOA may terminate water service upon delinquency of charges for water service, or for other unpaid charges due and owing the CHHOA, including dues and assessments; or

(b) Violation of the Rules and Regulations. The CHHOA may terminate water service to premises where such premises, or the user, are in violation of any rules and regulations of the CHHOA. The CHHOA may levy normal charges for disconnecting and reconnecting water service.

ARTICLE XI: REVISION AND MODIFICATION OF RULES, REGULATIONS AND RATES AND CHARGES

Section 1. The Board may make such revisions to these Rules and Regulations and to as it deems necessary from time to time. Members are encouraged to make recommendations for changes to any rules, regulations, and rates at any time.

Section 2. If any clause, sentence, paragraph section, or portion of this shall, for any reason, be adjudged invalid by a court or competent jurisdiction, such judgment shall not affect, impair, or invalidate the remainder of these rules and regulations.

These rules and regulations adopted _____, 2018.