

WYNOLA WATER DISTRICT RULES AND REGULATIONS

INTRODUCTION

The Wynola Water District is a California Water District formed November 3, 1969 pursuant to the California Water District Law, Water Code § 34000 et. seq. The District is a public agency, existing separately and apart from the Wynola Estates Homeowners Association (HOA) and its Covenants, Conditions, and Restrictions. The By-Laws of the District, dated October 6, 1969, and approved by the San Diego County Board of Supervisors, November 3, 1969 authorize the Board of Directors of the District to adopt and periodically revise the Rules and Regulations not inconsistent with law or the By-Laws.

These Rules and Regulations herein are intended to provide general rules and procedures for the operation of the Wynola Water District and for the water consumers of the District. The Wynola Water District Board of Directors shall have the right to interpret these Rules and Regulations and make decisions on any point of contention which is not specifically addressed herein.

I. DEFINITIONS:

- A. Customer: The word "Customer" used herein means Lot owner.
- B. District: The word "District" used herein means the Wynola Water District.
- C. Board: The word "Board" used herein means the Wynola Water District Board Of Directors.
- D. Water Facilities: Refers to all water facilities controlled by the District. Water facilities controlled by the District include but are not limited to, water tanks, pressure tank, pipelines up to and including the water meters, fire hydrants, well equipment, pump house, pump house equipment and fencing protection for water facilities.
- E. Rules and Regulations: The words "Rules and Regulations" used herein means the Wynola Water District Rules and Regulations.

II. GENERAL:

- A. Complaints and suggestions: Complaints and suggestions by customers as to service shall be submitted in writing to the Board. Complaints and suggestions should be addressed as follows:

Wynola Water District

P.O. BOX 193

Santa Ysabel, CA 92070

- B. Water System Emergencies: Call the emergency phone number shown on your water bill.
- C. The Customer shall convey these Rules and Regulations to any renter of his Lot prior to renting.
- D. Upon the sale or transfer of ownership of a property, the Customer shall immediately notify the District in writing of such change. Customers are responsible for all water charges until they formally submit written notice of discontinuation of service.
- E. The District will, upon request, furnish available information for locating pipelines, meters or other property of the District to avoid, insofar as possible, damage to such property during construction or other work on any property. The District does not guarantee the accuracy of any information so furnished and the Customer assumes all responsibility for damage sustained by reason of the inaccuracy of such information.
- F. Use of Wynola Water District water from fire hydrants is prohibited except by certified Fire Department Personnel or under the direction of the District.
- G. The District does not approve the practice of connecting electrical ground wire systems to water pipes. Materials used by the District are electrically nonconductive and do not provide adequate grounding.
- H. The Customer is responsible for protecting his private plumbing system with suitable means for pressure relief if he deems that his plumbing cannot withstand the District's water pressure.
- I. All connections/disconnections or any repairs to the distribution system must be performed under the direct supervision of the District's

Certified Water Distribution Specialist.

- J. Wynola Estates HOA Covenants, Conditions, and Restrictions (CC&R's): Any conflict between the CC&R's and the Rules and Regulations herein, these "Rules and Regulations" shall prevail.
- K. Amendments: The Board, at its own discretion, may amend, delete or add to these Rules and Regulations.

III. APPLICATION FOR TRANSFER OF SERVICE OR METER INSTALLATION/ CONNECTION TO DISTRICT WATER SYSTEM:

- A. Service application forms are available from the District. Applications must be completely filled in and signed by new Customer. The Customer's signature on the application constitutes the Customer's agreement to these Rules and Regulations. The application must also be accompanied by all required fees and deposits and submitted to the Board for approval. If the application is not approved, all fees and deposits will be returned to the Customer.
- B. Water service will be provided when the application has been approved by the Board.
- C. After approval of the application, the water meter will be installed or transferred by the District. The District reserves the right to determine the location of each service connection.

IV. CHARGES:

- A. WATER BILLS: Quarterly water bills shall be issued by the District in January, April, July and October for the previous three months.
- B. Charges for transfer of service or meter installation and connection to the District's water system shall be paid upon application for service.
- C. Water service revenues should generally be sufficient to pay for operations, maintenance, future equipment replacement and new equipment to meet water demands.
- D. A Fee and Rate Schedule will be issued as required by the District to disseminate to all Customers the current charges for water and systems availability fees, water rate schedules and late payment

schedules.

- E. Customers to whom the District delivers water are responsible for the payment of charges made by the District. This responsibility remains the Customer's responsibility even though he has made other arrangements for payment (e.g. tenant).

V. WATER DELIVERY:

- A. The District does not guarantee in any manner the continuous delivery of water on demand nor does it assume any responsibility for damages which may occur due to the interruption of water deliveries.
- B. Circumstances may require the shutoff of water from time to time. Such stoppages will be held to a minimum and, except in emergencies, will be done with prior notice to the Customer(s) concerned.
- C. The District does not guarantee the maintenance of a constant water pressure. Water pressure will vary from time to time and from place to place depending on the conditions of the water supply, water usage by Customers and Lot elevation.

VI. ENFORCEMENT: Violation of the following by Customer may result in (1) administrative action, (2) discontinuance of service, and/or (3) legal action if corrections are not made and/or all charges and fines are not paid within 30 days after notice thereof.

A. GENERAL:

1. The Customer shall not permit leaks or other waste of water, including loss of water due to bursting of frozen pipes. Proper preventative measures should be taken to prevent such freezing of plumbing.
2. The Customer is responsible for paying for all water lost through a leak on the owner's side of the meter.
3. Water supplied by the District shall not be used to serve properties or persons outside the boundaries of the District.
4. The District may restrict water deliveries to individual Customers when:

- a. Water availability requires such measures to assure equitable division of available water among all Customers.
 - b. A Customer is using a disproportionate amount of water, including but not limited to irrigation or construction.
 - c. The Customer enters into an agreement to resell any portion of the water received from the District.
 - d. The Customer uses water for commercial/business purposes.
5. The Customer shall not have privately owned wells, nor privately owned pipelines from other water sources.
 6. District water may be used for construction and grading purposes under the following requirements:
 - a. Prior approval of the Board.
 - b. There is no shortage of water as determined by the Board.
 - c. Between the dates of November 1 and May 1 of the calendar year.
 - d. The contractor shall pay for construction and grading water based on the pricing set forth in the Fee and Rate Schedule published by the District.
- B. WATER CONSERVATION: The District is a small community system that depends on Ground Water for its existence. Its source of water has limitations. To ensure that all Customers have sufficient water, the Board will monitor the amount of water available, the amount of water used on a quarterly basis, keep all Customers knowledgeable about the status of water availability and take the actions if necessary to assure the availability of water. However, in years of little rainfall it may be necessary to implement the following conservation actions:
1. WATER USAGE ADVISORY NOTICE:

The Board may determine that a minimal voluntary water conservation effort is needed and post Water Usage Advisory Notice signs at each of the two highway entrances to Wynola Estates. Upon the posting of the signs, all Customers should make a concerted effort to further conserve water.

2. WATER USAGE MANDATE and/or SURCHARGE NOTICE:

- a. The Board may determine that a stronger water conservation effort is needed and issue a mailed Water Usage Mandate and/or Surcharge Notice.
- b. The Customer must immediately reduce their use of water as directed by the Board. The Board will commence monitoring the “High Use” Customer’s Water Meter on a weekly basis after the mailing of the notice and share the data with the Customer to assist them in monitoring the water usage reduction.
- c. A water surcharge is a charge in addition to the regular water rates paid by the Customer and may be implemented in emergency situations if determined by the Board to be necessary.
- d. The Board will review the data collected and determine if further action is required. The Customer will receive a written notice as to the findings of the Board.

3. In regards to paragraphs B1. and B2. above, those Customers that continue to use amounts of water that are not acceptable to the Board will be subject to having a “water restrictor” placed on their water meter and/or the Board may take other actions to bring the Customer into compliance with these Rules and Regulations.

4. The Board will weigh heavily on the average Wynola Estates and American Family usages of water when making decisions pertaining to this Section.

VII. WAIVERS AND EXCEPTIONS: The Board shall have the authority to grant waivers and exceptions to the Wynola Water District Rules and Regulations on a case-by-case basis. No waiver of a breach of any of the conditions or restrictions herein contained shall be construed to be a waiver of any succeeding breach of the same or any other condition or restriction.

VIII. GRANTING OF WAIVER: The Board may choose to take no action or may grant waivers to the above restrictions when, in its sole discretion, it deems the subject violation to be unobjectionable as to sight, smell, sound, or health and safety; impractical to enforce; self-correcting; or when

Customers who could potentially be affected by the violation have been consulted and have no objection. Waivers may be temporary or permanent. All waivers are granted on a case-by-case basis, and the granting of a waiver in any specific case should not be construed as the granting of similar waivers in any future similar cases.

- A. When a waiver is granted, no violation of the Rules and Regulations shall be deemed to have occurred with respect to the matter for which the exception was granted. The granting of an exception shall not operate to waive any of the terms and provisions of the Rules and Regulations for any purpose except as to the particular land and particular provision covered by the exception, nor shall it affect in any way the Customer's obligation to comply with all governmental laws and regulations affecting the use of the Separate Interest, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental entity having jurisdiction.
 - B. The Board may charge a reasonable fee to cover any costs associated with the waiver approval process, or for issuance of an exception.
 - C. No waiver may be granted if it would violate any Law.
 - D. It is recognized that, as of the effective date of these Rules and Regulations, there may be existing situations that are violations of these restrictions. Taking into account the cost and practicality of correcting a violation, actions available to the Board in these instances include the granting of a temporary or permanent waiver, or the requirement to correct the condition within a reasonable time period, or prior to a change of ownership in the land.
- IX. **NO LIABILITY OF BOARD MEMBERS:** In discharging its duties, the Board acts on behalf of its Customers. No Board member shall be individually or personally liable or obligated for performance or failure of performance of such duties except as provided in the California Tort Claims Act, Gov. Code § 810 et, seq. District is obligated to defend and indemnify its Board

members, officers and employees for actions taken within the scope of their duties except as provided in the California Tort Claims Act.

- X. INTERPRETATIONS: As circumstances require, the Board shall, in its sole discretion, render interpretations of these Rules and Regulations. Such interpretation shall be with regard to intent, the meaning of specific words or phrases, or the application of the Rules and Regulations to situations not specifically delineated in this document.
- XI. AMENDMENTS: The Board can amend any portion or section of these Rules and Regulations by a 4/5 vote of the Board.
- XII. ENFORCEMENT OF RULES AND REGULATIONS: the Board shall have the right to enforce, by any proceeding at law or in equity, all provisions, conditions, restrictions, covenants, easements, reservations, liens, and charges now or thereafter imposed by the Rules and Regulations provisions. The remedies provided for herein are to be considered cumulative and the use of one remedy shall not preclude the use of any other. The Board shall have the power to establish fines for violations of the provisions of these Rules and Regulations, and to collect the same in a legal proceeding. Parties must use their best efforts to resolve matters informally, including use of alternative dispute resolution, prior to institution of legal action, provided, however, that in cases of emergency, immediate legal action is appropriate.

Each Customer, tenant, occupant, licensee, invitee or guest with the District shall comply with the provisions of these Rules and Regulations enacted by the Board, and decisions and resolutions of the Board or its duly authorized representative. Each Customer shall be responsible for insuring that his or her tenant, occupant, licensee, invitee or guest within the District complies with the terms of these Rules and Regulations. Failure to comply with any such provisions, decisions, or resolutions shall be grounds for an action to recover sums due for damages, for injunctive relief, for declaratory relief, for legal fees, or such other relief as is just and

proper.

- XIII. EFFECTS OF RULES AND REGULATIONS: These Rules and Regulations shall operate as covenants running with the land. Every conveyance of property is and shall hereafter be made and accepted and the District is and shall hereinafter be granted only upon and subject to the expressed provisions, restrictions and covenants herein referred to and shall bind the parties hereto and their heirs, devisees, legatees, executors, administrators, successors, and assigns. Such restrictions and covenants are imposed upon the District as an obligation or charge against the same for the benefit of each and every Customer. The Board or any owner of lands subject to these Rules and Regulations may enjoin any breach of these Rules and Regulations.

It is the intention that the remedy of enforcement of these Rules and Regulations shall be an action to stop or prevent the violation of the provisions, or by an action for damages, or for both. Such action or actions shall inure to and pass with each and every one of the properties in the District for the mutual benefit of subsequent Customers. Any judgment entered against a person in violation of the provisions shall include reasonable attorney's fees and all other costs and expenses incurred by the person or entity enforcing these Rules and Regulations.

- XIV. SEVERABILITY OF RULES AND REGULATIONS: In the event any Rule or Regulation herein contained is declared invalid or void by any court of competent jurisdiction, such invalidity or voidance shall in no way affect any valid condition or restriction contained in these Rules and Regulations.
- XV. NOTICE: After approval by the WWD Board, these revised Rules and Regulations will be posted on the WWD Web Site (www.WynolaEstates.com/water/rules) and notice of these revised Rules and Regulations and information on obtaining a copy will be included on a regular water bill. Notice shall be deemed delivered three business days after the Water bill has been e-mailed or mailed postage paid, by regular U.S. Mail, addressed to the Customer's latest address known to the Board. Customers are responsible for keeping the Board informed as to any

change in their mailing addresses or e-mail address.

XVI. EFFECTIVE DATE: These Rules and Regulations are effective as of January 1, 2014.

WYNOLA WATER DISTRICT BOARD OF DIRECTORS

Dated: 11/11/2013

By: Joan Bernard
Jo Ann Bernard, President

Dated: 11 November 2013

By: [Signature]
Dean A. Stowers, Vice President

Dated: 11/11/2013

By: [Signature]
Raymond A. Mitchell, Water Quality

Dated: 11/11/2013

By: [Signature]
John R. Bainbridge, Operations

Dated: 11/11/2013

By: [Signature]
Thomas J. McDonough, Operations