

Original

RULES AND REGULATIONS FOR CARRIAGE HILLS  
WATER ASSOCIATION, INC.

1. The Company. The Company, a South Dakota corporation operating not for profit, is owned and operated by the Carriage Hills Water Association, Inc. on behalf of their respective members.
2. Ownership and Maintenance of Facilities. The property owner owns and is responsible for maintenance and repair of that portion of the water system, including wells, reservoir, mains, and service lines, is owned and maintained by the Water Company.
3. Right of Access to the Premises. The Company shall have the right to enter upon the abovedescribed premises and make necessary additions, modifications, repairs, or maintenance to the water system.
4. Damages. The Company shall in no event be responsible for maintaining any service line owned by the property owner nor for damages done by water escaping therefrom, nor for defects in lines or fixtures on the owner's property. The owner shall at all times comply with all regulations and rules of the Water Company.

All damage to service pipes or street mains caused by carelessness or negligent work or improper filling or excavation shall be chargeable to the person causing such damage, and expenses of repairing the service pipes or street mains shall be recovered from such person.
5. Change in Ownership or Tenancy. A new application must be made and approved by the Company on any change in ownership of property or in tenancy as described in the original application, and the Company may discontinue the water supply until such new application is made and approved.
6. Payments. At the time of making application for connection or service, the applicant must make payment to the Company of the deposits or rates, as the case may be, fixed by the Board of Directors of the Water Company.
7. Service Lines. The service line from the curb box to the owner's premises shall be laid and maintained by the owner at his cost. The line shall be ample size, of standard weight and quality, and all cut-off, valves, fixtures and appliances furnished by the consumer shall be maintained in good order and condition.
8. Leaks. Any leak in any pipe or fixture on the premises of the owner shall be immediately repaired. Service may be discontinued until such repair is made.
9. Inspection. All pipes, meters, and fixtures shall, at all reasonable hours, be subject to inspection by Company or its duly authorized agent.
10. Discontinuance of Service. Service under any application, including public fire protection and other public use, may be discontinued for any of the following reasons:

a. For misrepresentation in the application as to the property or fixtures to be supplied or the use to be made of the water supply.

b. For the use of water on any property or for a purpose other than residential or for the general use of individuals residing in the project area.

c. For willful waste of water through improper or imperfect pipes, fixtures, meters or otherwise.

d. For failure to keep in good order and to protect the Company's connection, service lines or fixtures.

e. For neglecting to make or renew payments, or for non-payment of any account for water supply or water service.

f. For molesting any service pipe, meter, curb stop cock, or any other appliance of the Company controlling or regulating the water supply.

g. For violation of any rules of the Company.

11. Manner of Cutting off Water Supply. No water fixture or appliance in connection herewith will be considered cut off until it is discontinued so that it cannot be used again, or sealed in a manner satisfactory to the Company.

12. Persons Authorized to Turn Off Water. No plumber, owner or other unauthorized person shall turn the water on or off at any Company stop or curb stop, or disconnect or remove any meter without the consent of the Company.

13. Discontinuance of Water Service in Event of Emergency. As necessity may arise in case of a break, emergency, necessary repairs, or for any other necessary cause, the Company may temporarily cut off the water supply in order to make necessary repairs, connections, or the like. However, Company will use all reasonable and practical measures to notify consumers of such discontinuance of service. In such case, the Company shall not be liable of any damage or inconvenience of service, lessening the supply, inadequate pressure, or poor quality of water or for any causes reasonable beyond the Company's control.

14. Reserve for Emergencies. The Company may reserve a sufficient supply of water at all times in its reservoir to provide for fires and other emergencies, or may restrict or regulate the quantity of water used by owners in case of scarcity, or whenever the public welfare may require.

15. Renewal of Service. When service has been discontinued, the Company shall renew service on proper application, when conditions under which the service was discontinued are corrected, and on the payment of all charges provided in the schedule of rates or tariffs of the Company. A consumer whose service has been disconnected at the residence may not have service renewed at another residence or place until all demands of the Company for water furnished have been paid and the Company's rules and regulations complied with.



a. Where application is made by a person who is not the owner of the premises to be supplied, the Company may require the signature of the owner of the application.

b. Where water has been turned off for nonpayment of a bill, or for any other valid reason, it shall not be turned on again until the consumer has paid the entire bill and any other charges that may be reasonably incurred in turning the water off or on. The property owner shall be liable for payment of delinquent accounts resulting from tenant water use.

16. Terms of Payment. All meter rates charges shall be due and payable on or before the 20th day of the month, following the month for which service was provided.

17. Agreements or Representation by Agents of the Company. No agent or employee of the Company shall have authority to bind the Company by any promise, agreement, or representation in violation of the terms and conditions set forth herein.

18. Emergency Supply of Water. The Company makes no warranty or guarantees as to minimum amounts of water flow that may be available to owners within the project in an emergency, whether it be fire or otherwise.

19. Lien. Any arrearage in water payments in excess of 60 days, and any other cost or expenses which are chargeable to the owner under these Rules and Regulations, which are not paid within 60 days after billing to owner, shall constitute a lien against the premises described hereinabove, and the Company shall within the statutory time limit, file a Mechanic's Lien in the office of the Register of Deeds for the amount of the unpaid assessment of arrearage, which may be enforced by the Company by foreclosure and sale of the property in the manner provided by law.

Before an owner or

20. Connection to Service Line or Company Mains. A developer may connect to a Company main or service line, the owner or developer must make application to the Company and comply with all the specifications and requirements that may from time to time be deemed necessary by the Company.

21. Company Rules and Regulations. The rules and regulations which from time to time shall be promulgated by the Company shall be on public file at the Company, open for inspection during business hours.