

**CLIFF RIDGE
WATER SYSTEM ADMINISTRATION
MANUAL**



MARCH 16, 2013

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INTRODUCTION

Under authority of the governing laws of South Carolina and the applicable provisions of the CRPOA Bylaws and Restrictive Covenants, the following Rules and Regulations are hereby established by the CRPOA, in the County of Greenville, and shall be applicable to every Property Owner and Lot within the Community. All previous rules and regulations pertaining to the operation of the Water System are superseded by these rules and regulations. The CRPOA, through its officers, agents and Board of Directors shall administer, implement and enforce the provisions of these rules and regulations.

ARTICLE I. DEFINITIONS

Administrative Manager: The CRPOA employee, agent or independent contractor responsible for Water System administrative matters as more particularly delineated by the Board.

Board: The CRPOA Board of Directors

CRPOA: The Cliff Ridge Colony Homeowners Association, Inc., its successors and assigns. The CRPOA is a nonprofit corporation formed and maintained in accordance with the laws of the State of South Carolina.

Community: Shall mean the community of Cliff Ridge Colony, a residential subdivision located in northern Greenville County, South Carolina .

Community Covenants and Restrictions: The Amended and Restated Declaration of Restrictive Covenants for Cliff Ridge Colony dated February 7, 2008 and recorded in the Office of the Register of Deeds for Greenville County, South Carolina in Deed Book 2324 at Page 2370 (as hereafter modified or amended).

Lot: Each numbered and platted parcel within the Community, whether improved or unimproved, as shown on any subdivision plat of the Community, which is intended for development, use, and occupancy as a residence for a single family.

Main Line: The potable water supply pipes, valves and fittings laid in the streets or rights of way of the Community, onto which service connections are made.

Property Owner: The legal owner of record of a particular Lot, or collection of Lots, to which potable water from the Water System is supplied. Each Property Owner bears full responsibility for the water usage as measured by the Water Meter serving such Lot or collection Lots.

Service Connection: The physical piping and fittings that connect to the Main Line and run downstream to a Water Meter for the purpose of providing water service to a Lot or collection of Lots.

Service line: The piping and any associated fittings connecting to a Water Meter and running downstream to the Shut-off valve of a Lot or collection Lots in the Community.

Shut-off valve: The isolation valve located at the terminus of a service line and usually located in the basement or other area of a Property Owner's residence. This is the valve used by the Property Owner for turning the water supply off and on.

Site Staff: The CRPOA employees, agents or independent contractors who are responsible for the maintenance of Community infrastructure.

Structure: Any residence, accessory structure or water feature constructed on a Lot or collection of Lots in the Community.

Water Consumption Fee: The fee imposed on a Property Owner for the water that passes through the Water Meter serving such Property Owner's Lot(s).

Water Meter: A device installed by the CRPOA for measuring and recording the water consumption by a Property Owner. The meter is the property of the CRPOA.

Water System: The composite of all wells, pumps, tanks, filtration equipment, valves, piping and other components and equipment used for the supply of potable water to Property Owners and the Community generally.

ARTICLE II. GENERAL PROVISIONS

Sec. 2-1. Application for new water service.

An application on CRPOA approved form will be required for all new Service Connections and for restoration of service to a Lot(s). All such applications shall be made to the Administrative Manager by a Property Owner or by his/her authorized agent.

Sec. 2-2. Responsibility for Water Consumption.

Each Property Owner will be charged with and held responsible for all water passing through their meter until such time as they shall notify the Administrative Manager they no longer desire the use of water. In the instance that a Property Owner provides written notice to the CRPOA that water use at such Property Owner's particular Lot is no longer desired, CRPOA shall close and lock the isolation valve at the Water Meter serving such Property Owner's Lot, and thereafter water service shall be restored only upon proper application.

Sec. 2-3. Alterations to Cliff Ridge Infrastructure.

No Property Owner shall alter or tamper with a Water Meter or any other component of the Water System upstream of the Water Meter.

Sec. 2-4. Emergencies.

It is acknowledged that the Water System is fed by groundwater wells, and environmental or unintended circumstances may arise (such as drought, equipment failure/maintenance or contamination) that inhibit CRPOA's ability to meet DHEC capacity or water quality requirements. In such instances, the CRPOA may issue Community-wide notices restricting or limiting the supply of potable water. When it becomes necessary to shut off the water from any section of the Water System in the instance of emergency or for the purpose of making alterations or repairs, the Board will endeavor to give advance notice to as many of the Property Owners affected thereby, as time and the character of the repairs or the circumstances will permit, and will, so far as practicable, use its best efforts to prevent inconvenience.

Sec. 2-5. Conditions under which service is furnished.

Water System operation does not guarantee constant pressure or uninterrupted service, nor does it assure any Property Owner of a minimum volume of water or a minimum pressure necessary to effectively operate hydraulic elevators, sprinkler systems or other appliances and features that require high volumes of water or elevated pressures. No Property Owner shall be entitled to damages from CRPOA for any interruption of supply occasioned by accident or emergency, or due to regular maintenance or repairs to the Water System or the stoppage or shortage of supply from causes beyond the control of the CRPOA, such as excessive drought, excessive use or waste of water by other Property Owners or leaks or breakages downstream of any Water Meter.

Sec. 2-6. Liability for interruption of service.

No property owner shall be entitled to damages, or to have payment refunded, for any interruption of supply occasioned either by accident to any portion of the works, or by shutting off for the purpose of additions or repairs to the works, or by the stoppage or shortage of supply due to causes beyond the control of the CRPOA, such as excessive drought, excessive use of and waste of water by other property owners, or by leaks or defects in the pipes or appliances of other property owners.

Sec. 2-7. Liability for dirty water.

The CRPOA will not be responsible for damages caused by dirty water resulting from any failure to Cliff Ridge’s infrastructure.

Sec. 2-8. Liability for shutting off water without notice.

When it becomes necessary to shut off the water from any section of Cliff Ridge because of an emergency, accident or for the purpose of making changes or repairs, the Board will endeavor to give timely notice to as many of the property owners affected thereby, as time and the character of the repairs or the event will permit, and will, so far as practicable, use its best efforts to prevent inconvenience and damage arising from any such cause. Failure to give such notice will not render the CRPOA responsible or liable for any damages that may result from the shutting off of the water or any coincident conditions.

Property Owner shall indemnify and hold harmless CRC and/or its designees for its entry onto Property Owner’s lot to insure compliance with the Water System Rules and Regulations.

Sec. 2-9. Ownership and responsibility for Property Owner’s Service Lines and downstream plumbing components.

Each Property Owner shall be responsible, in all respects, for the installation, maintenance, repair and replacement of the Service Line connecting the Water System to such Property Owner’s Lot(s) and all downstream piping, appliances, and plumbing features that are part of such Property Owner’s Structures. CRPOA expressly declares that it will not inspect meter flows on such a frequency as would detect Service Line or pipe bursts due to freeze and thaw or other circumstances. It is recommended that Property Owners install pipe warmers or other anti-freeze devices, and in any case, CRPOA is not liable for damage due to the failure of piping or equipment downstream of any Water Meter.

Sec. 2-10. Access to Lots.

Inasmuch as service line construction is an improvement that must be reviewed by the Architectural Review Committee in accordance with Article 9 of the Community Covenants and Restrictions. The correlating easement and right of CRPOA access to inspect a Lot for compliance with these Rules and Regulations is hereby acknowledged.

Sec. 2-11. Violations of Regulations.

Under authority of the Community Covenants and Restrictions and the laws of the State of South Carolina, the CRPOA may discontinue water service to any Property Owner failing to pay water charges detailed herein or otherwise violating these rules and regulations.

Sec. 2-12. Invoicing and Shutoff Policy.

Invoices for water usage will be issued on a quarterly basis, and payment is due within 30 days following each invoice date. If payment is not received within such 30 day period, a late fee will be charged to the delinquent account, and notification will be sent to the property owner. If the outstanding balance including any delinquent fee is not paid within 15 days following the date of the delinquency notice, CRPOA will discontinue water service to the affected Property Owner. Deactivation and reactivation fees for delinquent accounts will apply (Appendix A, Fee Schedule). Further, in the instance of a discontinuation of service due to failure of payment, CRPOA may condition restoration of service upon payment of a deposit reasonably sufficient to secure future consumption charges.

Sec. 2-13. Activating / Deactivating Accounts.

Water accounts shall be activated on the day water is supplied to an account and deactivated when the meter is shut off.

Sec. 2-14. Private wells.

In amplification of the prohibitions of Article 9 of the Community Covenants and Restrictions, no private wells will be allowed except as permitted by the CRPOA upon written request from a Property Owner. No cross connections are allowed between any private well and Water System infrastructure.

ARTICLE III. CHARGES

Sec. 3-1. Charges for Water Service.

The charge for water service shall be based upon the volume of water consumed by each individual Property Owner. The CRPOA shall annually conduct a review of water and rates to consider rate adjustment. Rates shall be set at a level intended to fully cover the cost of Water System operation, to include reasonable contingency costs. It is acknowledged that the very existence of the Water System benefits all Property Owners in the Community (e.g., by way of fire suppression and by enhancing the marketability of unimproved Lots). For this reason, a regular annual assessment component is charged to the owners of unimproved Lots within the Community. Funds allocated to the Water System and collected through the CRPOA regular assessments shall be maintained in the general reserve account for long term alteration or replacement of Water System infrastructure.

Sec. 3-2. Fee Schedule.

The fee schedule for all water charges is included as Appendix A, Fee Schedule.

Sec. 3-3. Collection of use fees and miscellaneous water charges.

All bills and charges for shutting off or turning on water will be subject to the same conditions as bills for water usage. Additionally, all water use fees and miscellaneous charges are in the nature of assessments provided for by the Community Covenants and Restrictions. Accordingly, the failure to pay any such charges shall subject the delinquent Property Owner and serviced Lot(s) to a lien enforceable as any other assessment lien according to the Community Covenants and Restrictions.

Sec. 3-4. Charge for turning water on or off.

A charge will be made for turning on or shutting off water (Appendix A, Fee Schedule).

Sec. 3-5. Claims for adjustments on invoices.

All claims for adjustments of water invoices shall be made to the Administrative Manager in writing within fifteen (15) days of the date of the mailing of the invoice by the CRPOA. No adjustments will be made based on an untimely claim.

Sec. 3-6. Property Owner responsibility for water usage.

All water passing through a Water Meter shall be paid for by the Property Owner whose Lots are service by such meter.

Sec. 3-7. Water meter out of order.

If a meter is out of order or fails to register, the Property Owner will be charged based on the volume of consumption for the corresponding billing period in the preceding year. If the affected Property Owner has not owned the subject Lot(s) for a full year, the CRPOA shall apply an equitable average of consumption for the same or similar Lots over the same billing period of the prior year.

Sec. 3-8. No water will be turned on or off at the water meter by anyone other than Site Staff

Except in the case of emergency, if the water supply to a Property Owner’s Lot(s) is turned off or on by anyone other than the Site Staff or an authorized agent of the CRPOA, the affected Property Owner may be subject to a fee as outlined in Appendix A, Fee Schedule. In the name of clarity, this section does not apply to operation of the Property Owner’s Shut-off Valve located at the terminus of the Service Line.

ARTICLE IV. METERS

Sec. 4-1. New Meter Installation.

All water provided to Structures in the Community shall require metering. The cost of all newly installed or replacement meters will be billed to the Property Owner by the CRPOA. Associated costs are included in the Appendix A, Fee Schedule.

Sec. 4-2. Property owners to pay for meter repairs.

All costs associated with replacing meters due to damage caused by the Property Owner or events beyond the CRPOA’s control will be charged to the affected Property Owner.

Sec. 4-3. Meter size; type.

The size, type and make of Water Meter required for any given service shall be determined by the CRPOA.

Sec. 4-4. Meter not to be removed or tampered with.

All meters shall be set up by Site Staff and shall not be moved or disturbed except by Site Staff. Any meter tampered with may be subject to a Meter Tampering Charge as listed in Appendix A, Fee Schedule.

Sec. 4-5. CRPOA right to change meters.

If, in the opinion of the CRPOA, a meter does not fit the conditions of the service installation, the CRPOA has the right to change such meter at no cost to the Property Owner.

Sec. 4-6. Repairing meters.

The CRPOA will have the right to remove, repair, or replace any meter at any time it sees fit, after reasonable notice, except in the case of an emergency when time is not available for reasonable notice.

Sec. 4-7. Water turned on.

No water will be turned on for a building under construction unless a Water Meter has been installed and only after steps have been taken to protect the meter from damage of any kind.

Sec. 4-8. Inability to change meter.

In the case of Property Owner’s Service Line pipes, fittings or valves being in such poor condition as would inhibit Site Staff from changing a meter or making any other repairs to a meter, the CRPOA will inform the Property Owner in writing of the problem. The property owner will have 15 days to correct the situation, and if, after 15 days, the situation still exists, the water will be subject to being shut off.

Sec. 4-9. Meter Accuracy and Testing

The accuracy of the meter on any premise is expected to be within acceptable industry standard as defined by the American Water Works Association. If any Property Owner questions the accuracy of a meter, the CRPOA will take action to verify the accuracy. The CRPOA’s assessment of accuracy will include, without limitation, review billing records and past meter reading results to determine whether the use is consistent with past usage.

ARTICLE V. SERVICE, PIPES AND FIXTURES

Sec. 5-1. Construction of service lines from meter to structure.

All Service Lines from the meter to any Structures on a Lot shall be constructed according to the requirements of the State Plumbing Code and the International Building Code, as adopted by Greenville County.

Sec. 5-2. Service Line costs and expenses..

All costs and expenses for the installation, repair or replacement of a Service Line shall be borne by the subject Property Owner.

Sec. 5-3. Water waste.

Property owners must keep their service pipes and fixtures in good repair at their own expense. All Property Owners shall use best efforts to prevent any waste of water. In the case of a known leak on a Property Owner’s Lot, the CRPOA reserves the right to discontinue service immediately and will promptly thereafter notify the affected Property Owner.

Sec. 5-4. Requests for turning on or shutting off water.

Requests for "turning on" or "shutting off" a water service shall be made at least two working days in advance except in case of emergency. A charge set forth in Appendix A, Fee Schedule, will be made for each such service.

ARTICLE VI, Operations

Sec. 6-1. Meter reading history.

As of January 1, 2013, a twelve month database has been established for the monthly readings of each individual Water Meter installed in the Community. The data base will continue to be updated as the meters continue to be read.

Sec. 6-2. Reading of meters.

Meters will be read monthly by the Site Staff. To verify accuracy, both the site manager and the assistant site manager will read each meter.

Sec. 6-3. Quarterly billing.

The Administrative Manager will e-mail quarterly invoices to property owners. Hard copy invoices will be sent by first class mail per request of a Property Owner. Property Owners are responsible for verifying that the Administrative Manager has their correct e-mail address and mailing address. The CRPOA shall not be responsible for the Property Owners not receiving invoices that have been e-mailed or mailed to the Property Owner's address on file with the CRPOA.

Sec. 6-4. Consumer disagreement with meter reading.

Refer to section 3-5, "Claims for adjustments on invoices".

This Agreement shall be governed by the laws of the State of South Carolina. The parties agree that the State and Federal Courts in Greenville County, South Carolina shall have exclusive jurisdiction of disputes arising under this Agreement, and the parties agree to submit to the personal jurisdiction of those courts. Venue shall be properly and exclusively laid in Greenville County, South Carolina.

ARTICLE VII, Rules and regulations in force

- (1) These rules and regulations shall be in full force and effect from and after their passage, approval, recording, and publication by the Board.
- (2) Passed and adopted by the Board on March 16, 2013.

APPENDIX A

Fee Schedule

Fees below are in effect as of October 24, 2024. These rates shall be adjusted annually as determined by the Board.

A. New Meter Installation: \$2000

B. Water Consumption Fee (To be billed on a quarterly schedule)

\$.010 per gallon for 1 to 5,000 gallons per month

\$.018 per gallon for 5,000 gallons per month

\$7.00 per month Base Fee

C. Water turn off and on at meter by Site Staff for discontinuing service, for owner repairs or by owner request: \$35.00 each site visit

D. Delinquent account deactivation and reactivation by site staff: \$125.00 each site visit

E. Fee for unauthorized water meter turn on by property owner after deactivation of account: \$250.00

F. Interest on bills for water services, charges, fees or costs, thirty-one (31) days from the issue date, at the rate of 12% per annum on the overdue balance.

G. Meter Tampering Charge: \$250.00