

Floral City Water Association Inc.
RULES AND REGULATIONS
Approved 5/20/13

1. The Association shall furnish, subject to the limitations set out in these Rules and Regulations, Bylaws, and Corporate Policy such quantity of water that the Member requires in connection with their occupancy of the property as described on the application for service.
2. The Member agrees to pay for water service at such rates, time and place, as determined by the Association, and agrees to pay such penalties as may be assessed by the Association for noncompliance with the Rules and Regulations and Corporate Policy.
3. The Member shall grant the Association, its successors or assigns a perpetual easement in, over, and upon the described property thereafter to use, operate and inspect, repair, maintain, replace and remove water lines and appurtenant facilities.
4. The Member shall install and maintain at the Member's expense a service line, which shall begin after the Association interconnect valve and extend to the dwelling and/or place of use. The service line shall connect to the Association's distribution system provided the Association has determined that the Association's water system is of sufficient capacity to permit delivery of water at the service location.
5. The Association will install a lock-wing valve, a meter, a backflow preventor, and an Association interconnect valve. The Member may use the Association interconnect valve but may not access or tamper with any other devices or seals. The Member will be assessed a tampering fee plus any and all costs to repair any devices or for damage to any other Association property caused by Member's action.
6. The Association shall exclusively determine the location of all service connections to its distribution system, and shall determine the allocation of water to members in the event of an emergency and the Association may suspend water service for repairs or maintenance if necessary.
7. The Association's water distribution system shall be the only water supply source connected to the Member's water lines. Member agrees to disconnect from his present water source prior to connection to the Association's system. Only those dwellings or commercial locations indicated on the Member's application may be connected to the Member's service. If the Association discovers that a location not included in the Member's service application is receiving the Association's service through the Member's location, the Member's service will be disconnected and the Member will be fined according to the Association's current fee schedule. Water service will not be restored until the unapproved connection is permanently severed or the Member's service application is modified.
8. The Member shall connect to the Association's distribution system and shall commence receiving water from the Association's system within 30 days from the date the service is made available to the Member. The Member is responsible for all leaks beyond the Association interconnect valve.
9. The bill due date is the 5th day of each month. The Member is responsible for payment for water service. The payment is due each month whether the Member receives or does not receive the Member's monthly bill. The Member shall pay a water service fee from the date water is available to the Member. If at any time a Member believes the bill to be in error, the Member may challenge the meter reading in accordance with Corporate Policy. Member's monthly payment must be received in the Association's offices before 3:30 pm on the 5th day of each month to avoid late fees and penalties. Any payment received after this day and time will be assessed a late fee. Thereafter if the Member's bill remains unpaid after the 20th day of the month, Member's service will be disconnected and subject to our Shut Off Policy as described by Corporate Policy.
10. The Association will provide inspections and water service restorations during regular business hours. If the Association is called upon to provide such services after hours, the Member will be charged an additional "after hours" service call fee as described in our current rate schedule.
11. Membership in the Association is only available to record title holders of real property. If a closing has occurred with respect to the purchase of real property but you have not as yet received your deed, then you need to obtain a copy of the deed (with signed seal), that is to be recorded from your title company, along with an affidavit from the title company that the deed has been issued and is awaiting recording with the Clerk of the Circuit Court.
12. Members of Floral City Water Association are subject to watering restrictions imposed by the Southwest Florida Water Management District and Citrus County. For current restrictions, call our office at 352-726-3366 during business hours, visit our website at fcwater.com, or contact Southwest Florida Water Management District at 1-800-423-1476. Fines may be imposed for failure to comply with current restrictions.
13. Beginning on June 1, 2007, all accounts equipped with back flow prevention assemblies as required by the Association must have those devices inspected as described by Corporate Policy annually or water service will be disconnected. The Association will perform these tests at a cost described in our current rate schedule. If the device is not performing as intended, the Association shall pay for repair or replacement of the assembly.
14. The Association Rules and Regulations, Fee Schedule, and Corporate Policies are subject to change and it is the Member's responsibility to keep themselves informed of those changes. Current copies of the Association Rules and Regulations, Fee Schedule and Corporate Policies can be found at our office during normal business hours or on our website at www.fcwater.com. Furthermore it is the Member's responsibility to maintain current contact information with the Association.
15. The Association shall have the right to file a claim of lien against Member's real property for the amount owed for past due water services, which lien shall be enforceable by foreclosure pursuant to laws of the State of Florida and this remedy shall be in addition to any and all other remedies available to Association.

Member Name (Printed)

Member Signature

Date