

An aerial photograph of North Granville, PEI, showing a large lake, green fields, and a forested area. The lake is on the right side of the image, with several small boats and a wake visible. The fields are on the left and center, with some houses and a road. The forested area is at the bottom and right. The text is overlaid on a semi-transparent white box at the top.

Granville on the Water

North Granville, PEI, on the Trout River

**Homeowners Association, Water
Utility, Subdivision Plans, Info
2019**



Granville on the Water

Homeowners Association, Water Utility, Subdivision Plans, & Information - 2019

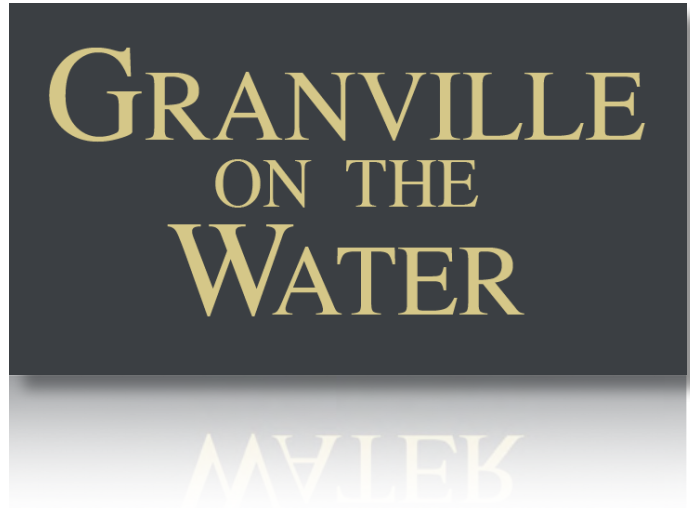
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**Granville
on the
Water
(GOTW)**



Granville on the Water is a 150 acre residential land development off Route 254 (Rattenbury Road), a Local Class 1 Highway, in North Granville, south of Stanley Bridge, and lying along Trout River.

The original development plans were provided to the Province of PEI on August 13th, 2003 for review. An application fee was paid to subdivide 90 lots and the plans later received preliminary approval. As a result of having a number of lots in proximity to brackish or salty water, with a history of saltwater intrusion, the subdivision was created with central water services, designed to accommodate the 90 lots. The constructed water Pump House is comprised of two wells, with a third tap available for future expansion, and with a storage and chlorination system. The systems and operations are regulated through the Island Regulatory and Appeals Commission.

The first phase of 20 lots (A01 to A20) was drawn up March 2004 on a plan of subdivision made by James A. Clow, Surveyor, who prepared the plans for all three phases. The second phase for 20 lots (B01-B20) was approved in January 2006, again on a plan made by James A Clow. The third of five phases was approved on May 13, 2008 by the Department of Communities, Cultural Affairs, and Labour – now the Department of Communities, Land and Environment. No further applications were made since 2008.

All of the infrastructure for the first three phases, all of the roads, and the potable water supply company and assets (**Granville on the Water Utility Inc.**) are, in turn, owned by the **Granville on the Water Homeowners Association**. The Association set up for by all of the lot owners. 102010 PE Inc., the current developer, owns 22 of the remaining vacant housing lots as well as the approximate 47 Acres of remaining development lands. Stephen Hugh Dimond is President of 102010 PE Inc. and the company acquired its interest in the lands in November 2016.

Granville on the Water Homeowners Association Inc. (the Company)

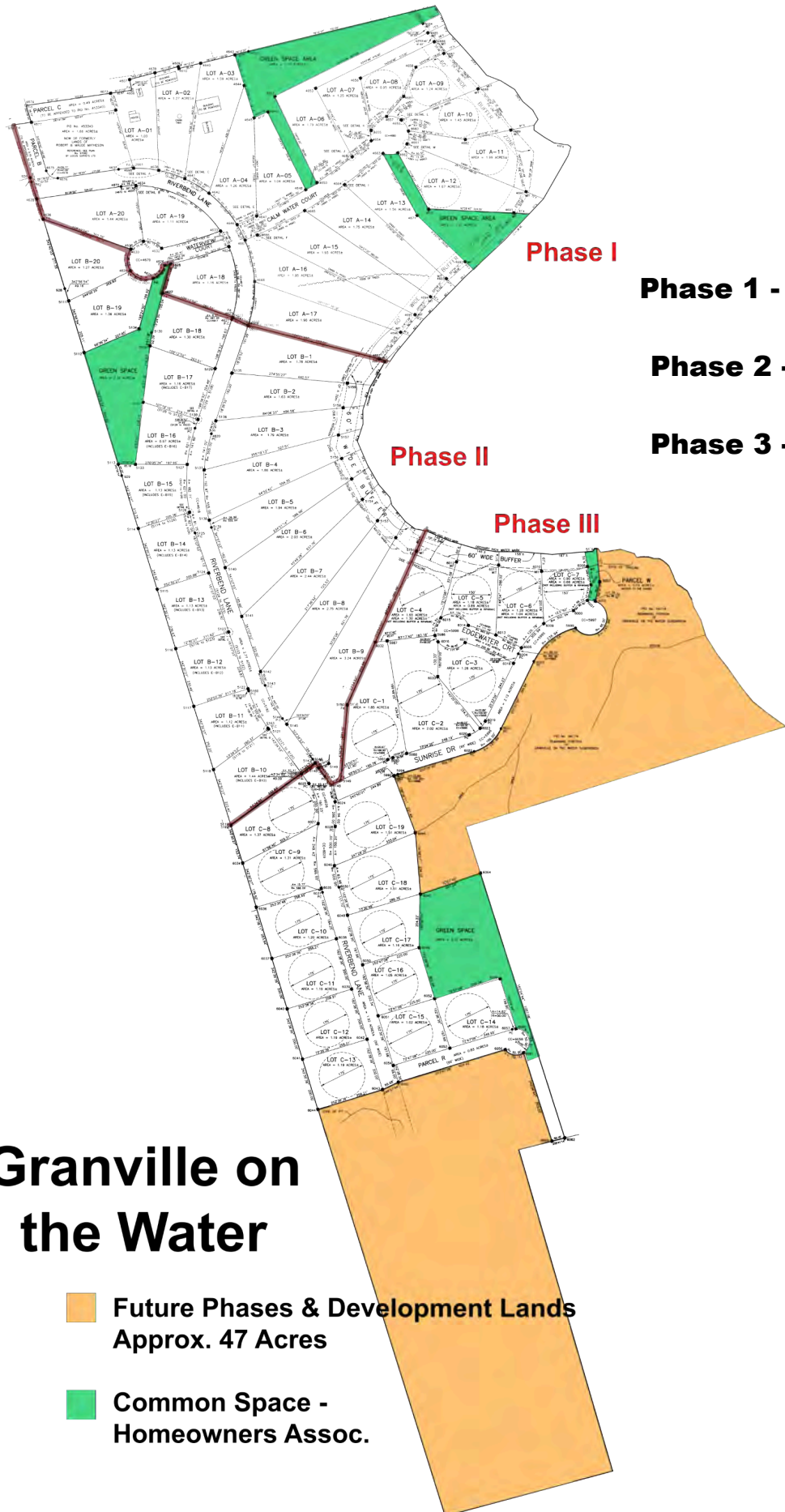
.... does not contemplate pecuniary gain or profit, direct or indirect to its members. The company is a non-share capital, non-profit organization, incorporated for the benefit of its members, its purposes being as follows:

(1) To **promote the health, safety and welfare of the members of the company** who shall be the owners of lots located in the subdivision known as “**Granville on the Water**” within all that parcel of land, situate, lying and being at North Granville, Province of Prince Edward Island and being more particularly described in Schedule "C" to the Letters Patent (a metes and bounds description of the lands), and **for this purpose to:**

- a) promote the interests of the members of the company;
- b) fix assessments to be levied against the lots within the subdivision;
- c) enforce any and all covenants, conditions and restrictions and agreements applicable to the subdivision;
- d) protect the environment within the subdivision;
- e) construct, maintain and operate a water utility for the benefit of all residents within the subdivision;
- f) maintain roads and common areas in good repair, suitable for their intended use;
- g) provide or arrange for garbage collection, security, supervision, fire protection, and related services; and
- h) insofar as permitted by law, to do any other thing that, in the opinion of the board of directors, will promote the common benefit and enjoyment of the residents within the subdivision.

Further details on the Homeowners Association and the originating documents are found later herein.





Phase I

Phase 1 - Lots A01 to A20

Phase 2 - Lots B01 - B20

Phase 3 - Lots C01 - C19

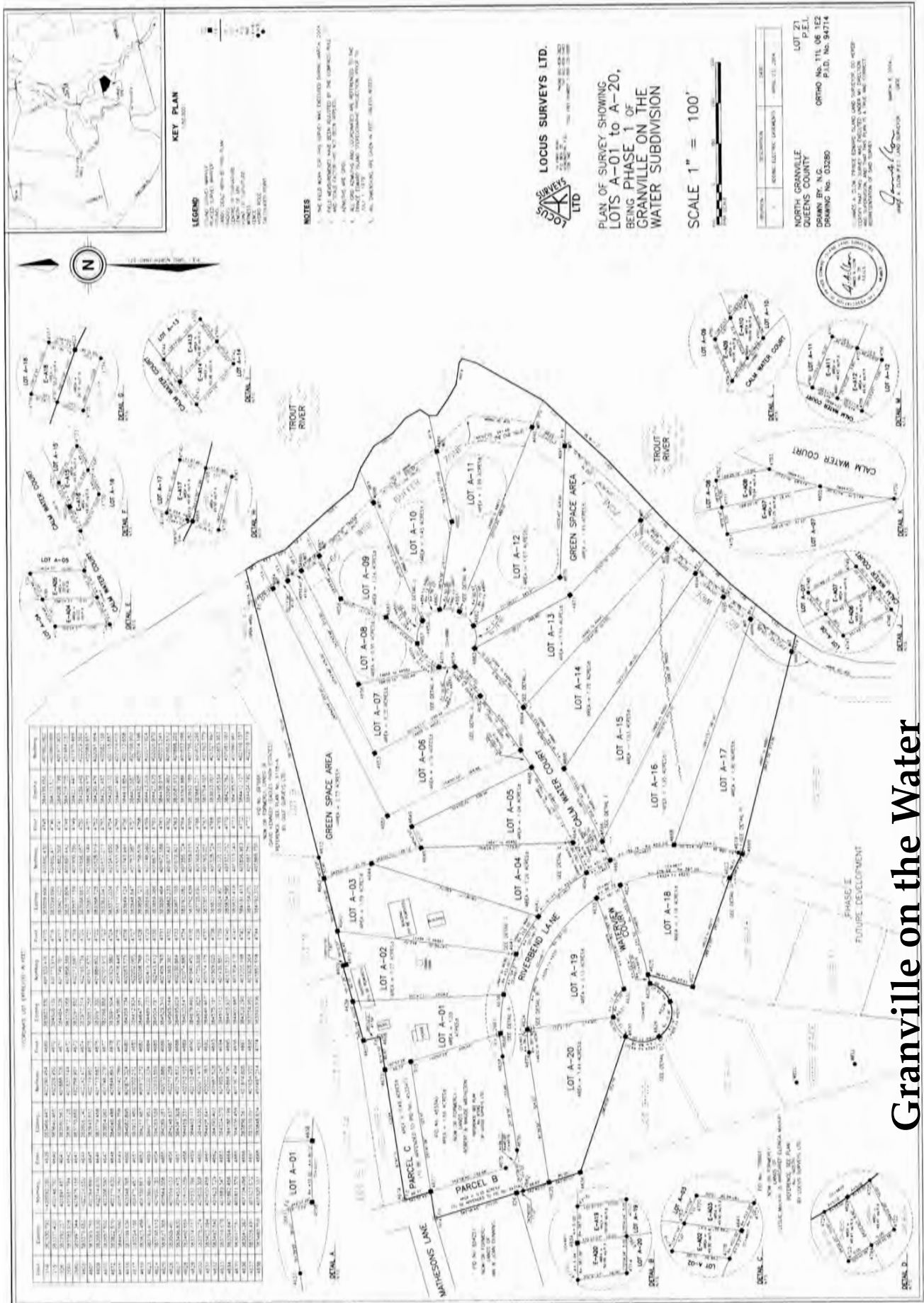
Phase II

Phase III

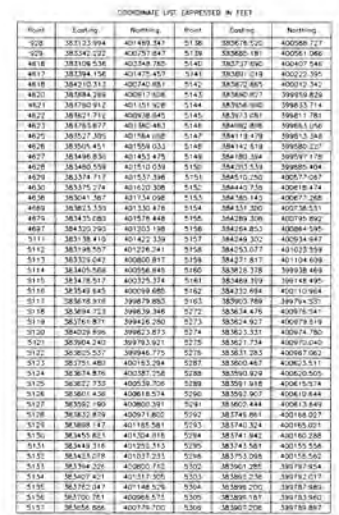
Granville on the Water

**Future Phases & Development Lands
Approx. 47 Acres**

**Common Space -
Homeowners Assoc.**



Granville on the Water Phase 1 - 20 Lots



FOUND SURVEY MARKER	
PLACED SURVEY MARKER	
FOUR	7.9
WINDY DEAL WITH THIS PUN	8
PAID	10
CENTRE OF CURVATURE	11
LENGTH OF AIR	12
POINT OF CURVATURE	13
WINDING	14
FENCE	15
HYDRO POLY	16
ISOPHONE POLY	17
W. WINE	18
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1. THE FIELD WORK FOR THIS SURVEY WAS COMPLETED OCTOBER 20, 2000.
2. FIELD MEASUREMENTS HAVE BEEN ASSISTED BY THE COMMISS PAULY AND SCARLE FACCHINI HAS NOT BEEN ASSISTED.
3. AZIMUTHS ARE ORO.
4. ALL DATA MEASUREMENTS AND COORDINATES ARE REFERENCED TO THE PRINCE EDWARD ISLAND GEODETIC DATUM, 1972 TO 1979.
5. ALL COORDINATES ARE GIVEN IN UTM (UTM) SYSTEM.

REVISION	DESCRIPTION	DATE
2	ADOPTION OF EASEMENTS	SEPTEMBER 12, 2006
1	ADDITION OF 300' (6.4") WIDE BEARING ZONE	MARCH 7, 2006



19. PART FOUR
P.O. BOX 35
FERNANDO, P.R.
120, 1407

PHONE 932-836-1823
FAX 932-836-5482
TOLL FREE NUMBER 1-888-328-8888

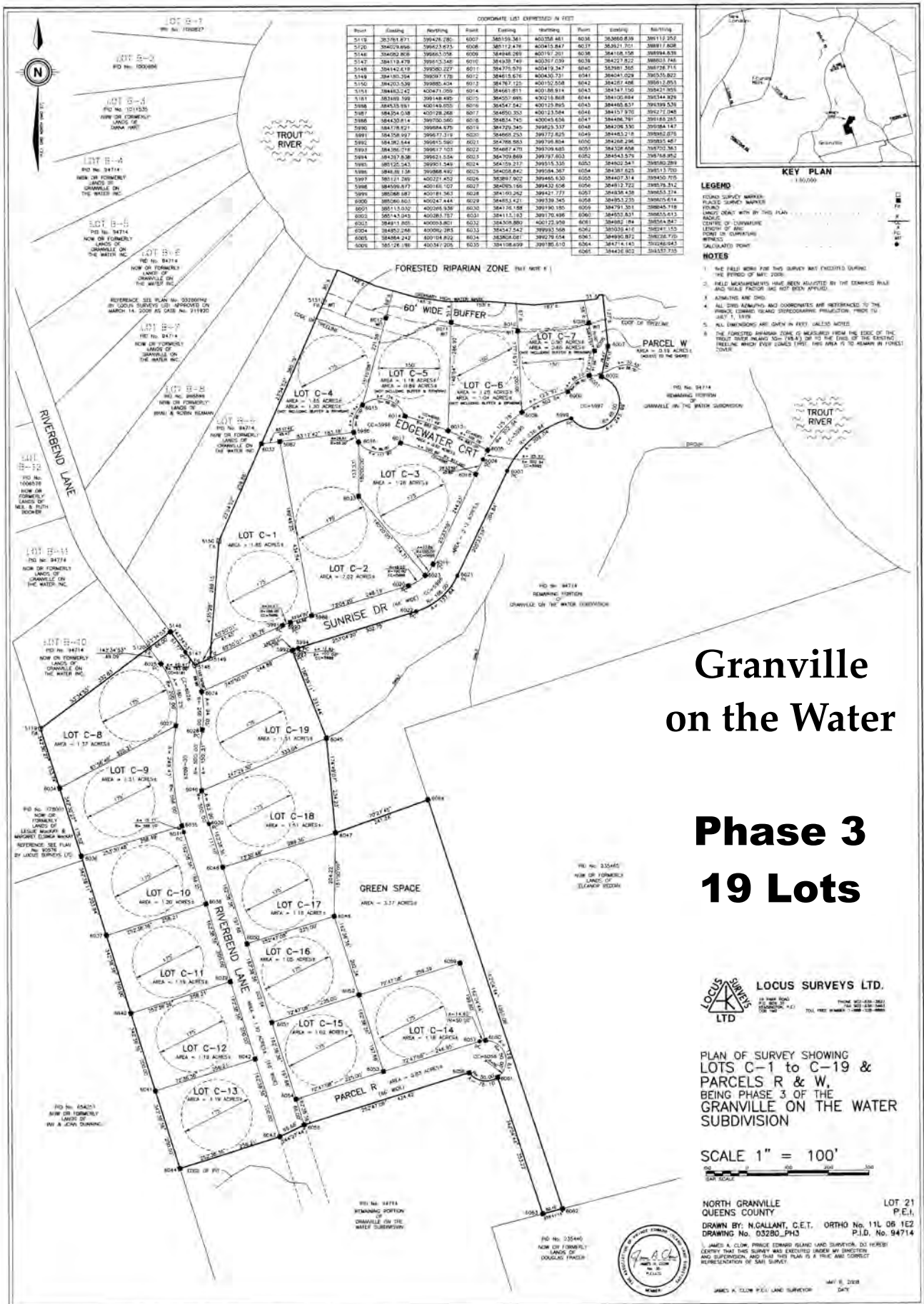
SCALE 1" = 100'



LOT 21
P.E.I.
ORTHO No. 11L 06 1E2
P.I.D. No. 94714

I, JAMES A. GLEN, PRINCE EDWARD ISLAND LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS SURVEY WAS EXECUTED UNDER MY DIRECTION AND SUPERVISION, AND THAT THIS PLAN IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

James A. Glen JAG/0001 01-1000

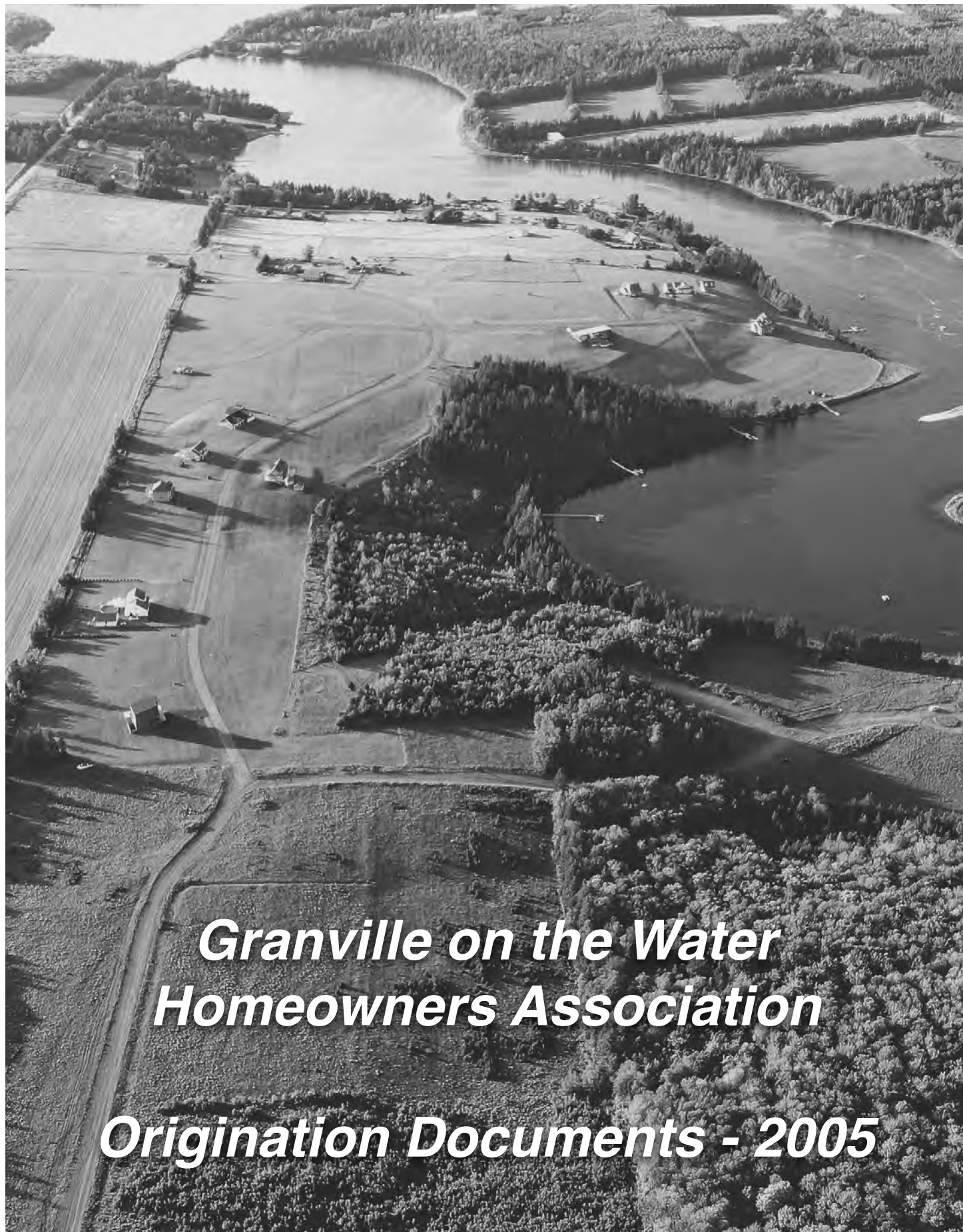


Live Your Dreams! GOLFING • BOATING • EXPLORING • SWIMMING • FISHING

Granville on the Water, PEI

Lots Available Spring 2019

Granville on the Water - Developer Lots available - Spring 2019



***Granville on the Water
Homeowners Association***

Origination Documents - 2005



Province of Prince Edward Island

Form 4NP

Letters Patent

(Pursuant to the *Companies Act* R.S.P.E.I. 1988, Cap. C-14, S.89)

No. 13409

Dated August 04, 2005

Letters Patent *incorporating*

GRANVILLE ON THE WATER HOMEOWNERS ASSOCIATION INC.

By the Honourable Mildred A. Dover

To All to Whom These Presents Shall Come, Greeting:

Whereas, the *Companies Act*, R.S.P.E.I. 1988, Cap. C-14, provides that the Minister may, by letters patent, grant a charter to three or more persons who apply therefor, constituting such persons and others who have become subscribers to the memorandum of agreement, and who thereafter become members of the corporation thereby created, a body corporate and politic, without share capital, for the purpose of carrying on in Prince Edward Island, without pecuniary gain to its members, objects of a patriotic, religious, philanthropic, charitable, scientific, artistic, social, professional or sporting character, or the like;

And whereas an application has been filed to incorporate a company pursuant to the provisions of Part II of the *Companies Act*, under the name of

GRANVILLE ON THE WATER HOMEOWNERS ASSOCIATION INC.

Therefore, the Minister, under the authority of Part II of the *Companies Act*, by these presents, constitutes the applicants and such persons as may hereafter become members in the company hereby created, a body corporate and politic under the above name, with all the rights and powers conferred by the said Act, pursuant to the provisions of the application which is attached hereto and forms part hereof.

Dated at Charlottetown, Prince Edward Island, the 4 day of August, 2005

Deputy Minister

RECEIVED

AUG 04 2005

CANADA

PROVINCE OF PRINCE EDWARD ISLAND

Office of the Attorney General

IN THE MATTER of *The Companies Act*,
Revised Statutes of Prince Edward Island, 1988,
Chapter C-14 Part II, and amendments thereto;

- AND -

IN THE MATTER of the petition of Cathy Silliker,
Albert Gamble and Kay Williams for a Charter of
Incorporation of Letters Patent under the
proposed name "GRANVILLE ON THE WATER
HOMEOWNERS ASSOCIATION INC."

TO: THE HONOURABLE MINISTER OF JUSTICE OF
THE PETITION OF YOUR PETITIONERS NAMES HEREIN:

HUMBLY SHEWETH AS FOLLOWS:

1. THAT your Petitioners are desirous of obtaining a Charter of Incorporation by Letters Patent under the provisions of Part II of the *Companies Act* of Prince Edward Island, R.S.P.E.I. 1988, Cap. C-14 with amendments thereto, constituting them and others who become subscribers to the Memorandum of Agreement hereinafter mentioned, and those who hereafter become Members of the proposed Corporation, a body corporate and politic without share capital for the purpose of carrying out, without pecuniary gain to its Members, the objects hereinafter set forth.
2. THAT the proposed name of the Company is "GRANVILLE ON THE WATER HOMEOWNERS ASSOCIATION INC." which is not the name of any other known Company now in existence or carrying on business incorporated or unincorporated or liable to be confused therewith or otherwise on public grounds objectionable.
3. THAT the said corporation is sought for the purpose of carrying on in Prince Edward Island without pecuniary gain to its members, an association for and on behalf of the residents and lot owners of the subdivision known as "Granville on the Water" as a means for ownership and maintenance of the rights-of-way, buffers, open areas, central water system and other common facilities in the said subdivision as described in Schedule "D" herein and as may be transferred to the Homeowners Association. Particulars of the objects are described in Schedule "A" annexed hereto which are hereby requested to be embodied in the Letters Patent to be granted herein.
4. THAT the Company shall be without share Capital.

5. THAT the head office of the Company is to be at 237 Mountain Road, Summerside, Province of Prince Edward Island C1N 5R8
6. THAT the name, address and occupation of the applicant is:

<u>Name</u>	<u>Address</u>	<u>Occupation</u>
Cathy Silliker	237 Mountain Road Summerside, PE C1N 5R8	Businesswoman
Albert Gamble	North Granville Breadalbane RR, PE C0A 1E0	Businessman
Kay Williams	3700 Galt Ocean Dr. Apartment 307 Fort Lauderdale, FL 33308 USA	Retired

7. THAT Cathy Silliker, Albert Gamble and Kay Williams are to be the first or Provisional Directors of the Corporation, serving such Corporation until the first annual or special meeting for the election of Directors has been held.
8. THAT accompanying this Petition and annexed hereto and marked as Schedule "B" is a Memorandum of Agreement setting forth the By-Laws of the proposed Corporation and more particularly setting forth By-Laws on the matters set out in Subsection (2) of Section 90 of the said *Companies Act* of Prince Edward Island.
9. THAT your Petitioners have undertaken that the said Corporation shall be carried on without the purpose of gain for its Members and that any profits or other accretions to the Corporation shall be used in promoting its purposes, except such compensation as may be authorized by the Board of Directors for reasonable expenses rendered in connection with the promotion of the purposes of the Corporation.

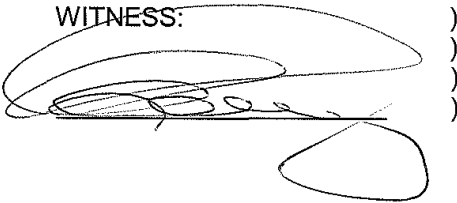
YOUR PETITIONERS THEREFORE PRAY:
that The Honourable Minister of Justice may be pleased to grant a Charter of Incorporation by Letters Patent under provisions of Part II of The Companies Act, aforesaid, constituting your petitioners, and such others as may become Members of the Corporation thereby created, a body corporate and politic without share capital, for the purposes hereinbefore set forth under the name "GRANVILLE ON THE WATER HOMEOWNERS ASSOCIATION INC."

AND YOUR PETITIONERS AS IN DUTY
BOUND WILL EVER PRAY.

DATED this 22nd day of July, A.D. 2005.

WITNESS:

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)

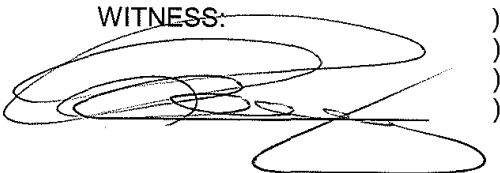


APPLICANT:


CATHY SILLIKER

WITNESS:

)
)
)
)

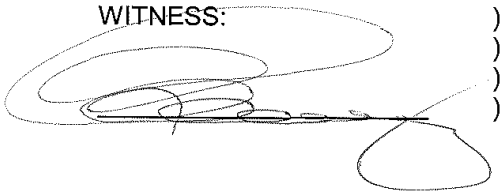


APPLICANT:

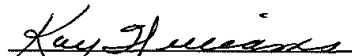

ALBERT GAMBLE

WITNESS:

)
)
)
)



APPLICANT:


KAY WILLIAMS

SCHEDULE "A"

OBJECTS OF THE COMPANY

The objects of the Granville on the Water Homeowners Association for which the incorporation is sought are the following:

The company does not contemplate pecuniary gain or profit, direct or indirect to its members. The company is a non-share capital, non-profit organization, incorporated for the benefit of its members, its purposes being as follows:

(1) To promote the health, safety and welfare of the members of the company who shall be the owners of lots located in the subdivision known "Granville on the Water" within all that parcel of land, situate, lying and being at North Granville, Province of Prince Edward Island and being more particularly described in Schedule "C" annexed hereto, and for this purpose to:

- a) promote the interests of the members of the company;
- b) fix assessments to be levied against the lots within the subdivision;
- c) enforce any and all covenants, conditions and restrictions and agreements applicable to the subdivision;
- d) protect the environment within the subdivision;
- e) construct, maintain and operate a water utility for the benefit of all residents within the subdivision;
- f) maintain roads and common areas in good repair, suitable for their intended use;
- g) provide or arrange for garbage collection, security, supervision, fire protection, and related services; and
- h) insofar as permitted by law, to do any other thing that, in the opinion of the board of directors, will promote the common benefit and enjoyment of the residents within the subdivision.

(2) To enter into arrangements with any authorities, public or otherwise, that may seem conducive to the corporation's purpose and to obtain from any such authority, any right, privilege and concessions which the corporation may think desirable to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;

(3) To borrow money on credit of the company, and to limit and increase the amount borrowed; to issue bonds, debentures, or other securities of the company, and pledge or sell the same for such sums and at such prices as may be deemed expedient; to mortgage or pledge the common properties and facilities, including both the realty and personalty, or both, to secure any such bonds or debentures, any other securities, and any money borrowed for the purposes of the company.

(4) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants and other negotiable instruments or transferrable instruments;

(5) To do all such other things as are incidental or conducive to the attainment of the above purposes;

(6) And for the above purposes, to have the power to make all necessary contracts and agreements subject to the terms set out in the memorandum of agreement filed with this petition;

(7) In connection with the foregoing, to have all the rights, powers, franchises, and privileges that a private individual might or could possess and enjoy.

(8) Except where otherwise stated, to have all the powers referred to in section 15 of the Companies Act, R.S.P.E.I. 1988, Cap. C-14.

(9) The corporation is incorporated as a non-profit corporation with the following restrictions on membership and operation:

(a) The directors shall serve as directors and officers without remuneration and no director [after the Applicant's Provisional Directors] shall directly or indirectly receive any profit from his position as director as officer, provided the director may be paid reasonable expenses incurred by him/her in performance of their duties.

(b) All income of the corporation shall be used for carrying on the purposes of the corporation. Upon the dissolution of the corporation and after the payment of all debts and liabilities, its remaining property shall be distributed or disposed of to charitable organizations which carry on their work solely in Canada and which are recognized under the Income Tax Act, Revised Statutes Canada.

(c) The corporation shall be carried on without the purpose of gain for its members and any profits or other accretions to the corporation shall be used in promoting its purposes. No part of the income of the incorporation shall be payable to or otherwise available for the personal benefit of any member thereof.

SCHEDULE "B"
Granville On The Water Homeowners Association Inc.
MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT of GRANVILLE ON THE WATER HOMEOWNERS ASSOCIATION INC., a Corporation for which incorporation by Letters Patent is being sought, under the provisions of the Companies Act, Revised Statutes of Prince Edward Island, 1988, Chapter C-14, Part II and amendments thereto by Petition which accompanies this Memorandum.

1. We, the undersigned, do hereby severally covenant and agree each with the other of us to become incorporated as a non-profit company without share capital under the provisions of the Companies Act, Revised Statutes of Prince Edward Island, 1988, Chapter C-14, Part II and amendments thereto, for the purposes set forth in the foregoing Petition and under the By-Laws hereinafter set forth under the name "GRANVILLE ON THE WATER HOMEOWNERS ASSOCIATION INC." or such other name as may be given to the Association for the purposes of carrying on in the Province of Prince Edward Island, the objects being as follows:

The company does not contemplate pecuniary gain or profit, direct or indirect to its members. The company is a non-share capital, non-profit organization, incorporated for the benefit of its members, its purposes being as follows:

(1) To promote the health, safety and welfare of the members of the company who shall be the owners of lots located in the subdivision known as "Granville on the Water" within all that parcel of land, situate, lying and being at North Granville, Province of Prince Edward Island and being more particularly described in Schedule "C" annexed hereto, and for this purpose to:

- a) promote the interests of the members of the company;
- b) fix assessments to be levied against the lots within the subdivision;
- c) enforce any and all covenants, conditions and restrictions and agreements applicable to the subdivision;
- d) protect the environment within the subdivision;
- e) construct, maintain and operate a water utility for the benefit of all residents within the subdivision;
- f) maintain roads and common areas in good repair, suitable for their intended use;
- g) provide or arrange for garbage collection, security, supervision, fire protection, and related services; and
- h) insofar as permitted by law, to do any other thing that, in the opinion of the board of directors, will promote the common benefit and enjoyment of the residents within the subdivision.

(2) To enter into arrangements with any authorities, public or otherwise, that may seem conducive to the corporation's purpose and to obtain from any such authority, any right, privilege and concessions which the corporation may think desirable to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;

(3) To borrow money on credit of the company, and to limit and increase the amount borrowed; to issue bonds, debentures, or other securities of the company, and pledge or sell the same for such sums and at such prices as may be deemed expedient; to mortgage or pledge the common properties and facilities, including both the realty and personalty, or both, to secure any such bonds or debentures, any other securities, and any money borrowed for the purposes of the company.

(4) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants and other negotiable instruments or transferrable instruments;

(5) To do all such other things as are incidental or conducive to the attainment of the above purposes;

(6) And for the above purposes, to have the power to make all necessary contracts and agreements subject to the terms set out in the memorandum of agreement filed with this petition;

- (7) In connection with the foregoing, to have all the rights, powers, franchises, and privileges that a private individual might or could possess and enjoy.
- (8) Except where otherwise stated, to have all the powers referred to in section 15 of the Companies Act, R.S.P.E.I. 1988, Cap. C-14.
- (9) The corporation is incorporated as a non-profit corporation with the following restrictions on membership and operation.
- (10) The directors shall serve as directors and officers without remuneration and no director [after the Applicant's Provisional Directors] shall directly or indirectly receive any profit from his position as director as officer, provided the director may be paid reasonable expenses incurred by him/her in performance of their duties.
- (11) All income of the corporation shall be used for carrying on the purposes of the corporation. Upon the dissolution of the corporation and after the payment of all debts and liabilities, its remaining property shall be distributed or disposed of to charitable organizations which carry on their work solely in Canada and which are recognized under the Income Tax Act, Revised Statutes Canada.
- (12) The corporation shall be carried on without the purpose of gain for its members and any profits or other accretions to the corporation shall be used in promoting its purposes. No part of the income of the incorporation shall be payable to or otherwise available for the personal benefit of any member thereof.
2. The subscribers hereto agree to be the first members of the said company and to act as the first or provisional directors and the company shall consist of the subscribers and of those who shall hereafter duly become members of the company in accordance with the By-Laws from time to time in force.
3. The first directors of the Association shall be as set out in the Petition herein.
4. The following shall be the By-Laws of the company.

**BY-LAWS OF
GRANVILLE ON THE WATER
HOMEOWNERS ASSOCIATION INC.**

ARTICLE 1 -NAME AND LOCATION

The name of this organization is GRANVILLE ON THE WATER HOMEOWNERS ASSOCIATION INC., hereinafter called the "Association". The principal office of the Association shall be located at 237 Mountain Road, in Summerside, Prince Edward Island, but meetings of members and directors may be held at such other places as may be designated by the Board of Directors.

ARTICLE 2-DEFINITIONS

Unless the context clearly indicates otherwise, the words and phrases used herein have the same meaning as the identical words and phrases have in the Declaration of Covenants, Conditions and Restrictions, and as may be amended, and registered with respect to the planned development known as "Granville on the Water", in North Granville, Prince Edward Island. The use of a masculine pronoun herein is used merely for ease of reading and should not be interpreted to signify any discrimination whatsoever.

ARTICLE 3 - MEMBERSHIP AND VOTING

3.01. Every person or entity who is a registered owner of the lot which is subject by the covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

3.02. Each member shall be entitled to one vote for each lot in which he holds the interest required for membership by article 3.01. When more than one person holds such interest or interests in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast in respect of any such lot.

3.03. Any member may vote by proxy, and in the event that member does so vote by proxy, the proxy shall also be a member of the company. The proxy vote shall be designated to be for the purposes of voting at a specific meeting of the Company and shall be valid for that meeting only.

3.04. The rights of membership are subject to payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against such assessments are made, as provided by Article V of the Declaration of Covenants and Restrictions to which the properties are subject and which said Covenants and Restrictions is recorded at the Registrar of Deeds Office for Prince County, Prince Edward Island, on the day of July, A.D. 2005.

3.05. Membership rights of any person whose interest in the properties is subject to assessment under Article V (Covenants for Maintenance Assessments) of the Declaration of Covenants and Restrictions, whether or not he be personally obligated to pay such assessments, may be suspended by the action of the Directors during the period when the assessments remain unpaid; but upon payment of such assessments, his rights and privileges shall be automatically restored.

3.06 If the Directors have adopted and published rules and regulations governing the use of common properties and facilities, and the personal conduct of any person thereon, they may, in their discretion, suspend the rights of any person for violation of such rules and regulations for a period not to exceed Thirty (30) days.

ARTICLE 4 - ORGANIZATION

4.01 The Head Office of the Company shall be at Summerside in Prince County, Province of Prince Edward Island.

4.02 The fiscal year of the Company shall be from November 1st of each year to October 31st of the following yr.

4.03 At the Annual Meeting, as the same is hereinafter defined, to be held during the first two (2) weeks of August of each year, the membership shall appoint an accountant or auditor to examine and report upon the finances of the Company for the ensuing fiscal year.

4.04 The Corporate Seal of this Company, an impression of which, when procured, shall be made in the margin hereof, shall consist of a circular press, imprinting the words "GRANVILLE ON THE WATER HOMEOWNERS ASSOCIATION INC. Incorporated 2004, Prince Edward Island".

4.05 The Secretary of the Company, as the same is hereafter provided for, shall have custody of the Corporate Seal and shall have power to certify all documents.

ARTICLE 5 - BOARD OF DIRECTORS

5.01 The affairs of the Association shall be managed by a Board consisting of a minimum of three (3) and maximum of seven (7) Directors, each of whom shall be a member of the Association and/or the Developers.

5.02 The initial Board of Directors shall consist of three (3) Directors, who shall hold office until the first Annual Meeting which can be held during the first two (2) weeks of August, 2005. The said initial Board shall include the following persons:

Cathy Silliker, Albert Gamble, Kay Williams

5.03 At the first Annual Meeting of the Company to be held pursuant to article 11.01 herein, the members shall elect a Board of three Directors, and thereafter the Board shall be elected annually.

5.04 Vacancies in the Board of Directors shall be filled by one of the remaining Directors, any such appointed Director to hold office until a successor is elected by the members, who may hold such election at the next Annual Meeting of the members, or any special meeting duly called for that purpose.

ARTICLE 6-INDEBTEDNESS

6.01 The Company shall have the power to mortgage its properties only to the extent authorized under the recorded covenants and restrictions applicable to said properties.

6.02 The total debts of the Company, including the principal amount of such mortgages, outstanding at any time, shall not exceed the total of two (2) years' assessments current at that time, provided that authority to exceed said maximum in any particular case may be given by an affirmative vote of two-thirds (%) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE 7-POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.01 The Board of Directors shall have power:

(a) To call special meetings of the members whenever it deems necessary, and it shall call a meeting at any time upon written request of one fourth (1/4) of the voting membership.

(b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws or in the Declaration o Covenants and Restrictions shall be construed to prohibit the employment of any member, officer or Director of the Association in any capacity whatsoever.

(c) To establish, levy and assess and collect the assessments or charges referred to herein.

(d) To adopt and publish rules and regulations governing the use of the common properties and facilities and the personal conduct of the members and guests thereon.

(e) To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to the meeting or to members in the covenants.

7.02 The office of a Director of the Association shall be vacated:

- (1) At the majority vote of Members at any special meeting called for that purpose;
- (2) If he is absent without justification or cause from three (3) consecutive regular meetings of the Board;
- (3) If he is found to be of unsound mind or morals or is in breach of ethical conduct;
- (4) If he is convicted of any indictable criminal offence;
- (5) If by notice in writing to the Association that he resigns his office, or
- (6) If he ceases to be a member of the Association.

In the event of Death, resignation or removal of a director, a successor shall be appointed by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

7.03 It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts in corporate affairs and to present a statement thereof to the members, or at any special meeting when such is requested in writing by one-fourth (%) of the voting membership.
- (b) To supervise all officers, agents, employees of the Association and to see that their duties are properly performed.
- (c) As is more particularly provided in Article V of the Declaration of Covenants and Restrictions applicable to the properties:
 - (i) fix the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and at the same time;
 - (ii) prepare a roster of the properties and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any member, and at the same time;
 - (iii) send written notice of each assessment to every owner subject thereto;
 - (iv) to issue or cause an appropriate office to issue upon demand by any person, a certificate setting forth whether any assessment has been paid, and such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

7.04 No Director shall receive compensation for his services as a Director and no Director shall directly or indirectly receive any profit from his position as such. However, Directors may be reimbursed for any expenses incurred in the performance of their duties.

ARTICLE 8 ·DIRECTORS' MEETINGS

8.01 Meetings of the Directors may be held as the business of the Company may require, and may be called by the President or by any two (2) of the Directors, and may be held without formal notice if all the Directors are present or if those absent have signified their assent to such meeting or their consent to the business transacted thereat.

8.02 Notice of any meeting of the Directors shall, except as otherwise herein provided, be given in writing not less than two (2) days before such meeting and shall state the purposes thereof; provided that no notice shall be necessary in the case of a meeting of Directors held immediately upon the adjournment of the Annual Meeting of shareholders.

8.03 The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice of a quorum if present, and either before or after the meeting, each of the Directors not present signs a written waiver of notice or consents to the holding of such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

8.04 The majority of the Board of Directors shall constitute a quorum thereof.

8.05 Any Member of the Board present at such meeting shall be deemed to have assented to any action taken at such meeting unless his dissent is entered on the minutes or unless his written dissent is filed with the Secretary at or immediately following the adjournment thereof, provided that no Member may dissent from any action for which he voted at the meeting.

ARTICLE 9-OFFICERS

9.01 The officers shall be a President, a Vice-President, a Secretary and a Treasurer. All officers shall be members of the Board of Directors. One member of the Board of Directors may hold both offices of Secretary and Treasurer, and may act under the title of Secretary-Treasurer.

9.02 The officers shall be chosen by a majority vote of the Directors.

9.03 All officers shall hold office during the pleasure of the Board of Directors.

9.04 The President shall preside at all meetings of the Board of Directors, shall see that all orders and resolutions of the Board of Directors are carried out and shall, together with the Treasurer, sign all notes, cheques, leases, mortgages, deeds, and other written instruments.

9.05 The Vice-President shall perform all the duties of the President in his absence.

9.06 The Secretary shall be Secretary to the Board of Directors and shall record the votes and keep the minutes of the proceedings in a book to be kept for that purpose, and shall sign all certificates of membership. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all members of the Association, together with their addresses, as registered by such members.

9.07 The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all cheques and notes of the Association, provided that such cheques and notes shall also be signed by the President.

9.08 The Treasurer shall keep proper books of account and cause an annual audit of the Association books to be made by the auditor or auditors appointed pursuant to Article 4 herein at the completion of each fiscal year. The Treasurer shall prepare an annual budget and annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular Annual Meeting.

ARTICLE 10-COMMITTEES

10.01 The Board may strike committees and provide terms of reference for said Committees, and appoint Chairmen of the said Committees from among the members of the Board or from among the general membership of the Company.

10.02 There may be an Architectural Control Committee which shall have the duties and functions described in Article VI of the Declaration of Covenants and Restrictions applicable to the properties. It shall watch for any proposals, programs or activities which may adversely affect the residential value of the properties and should advise the Board on such matters.

ARTICLE 11-MEETINGS OF MEMBERS

11.01 The regular Annual Meeting of the membership shall be held during the first two (2) weeks of August in each year, with the first Annual Meeting to be held in the 1st two weeks of August 2006.

11.02 Special meetings of the members for any purpose may be called at any time by the President, the Vice-President, Secretary or Treasurer, or by any two (2) or more members of the Board of Directors, or upon written request of the members who have a right to vote one-fourth (1/4) of all votes of the entire membership of the Company.

11.03 Notice of any meeting shall be given to the members by the Secretary. Notice may be given to the member either personally or by sending a copy of the notice through the mail, postage prepaid, to his address appearing on the books of the Company. Each member shall register his address with the Secretary and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed at least six (6) days in advance of the meeting, and shall set forth, in general, the nature of the business to be transacted, provided, however, that if the business of any meeting shall involve an election governed by Article 3 herein, or any amendments to the Articles of Incorporation of the By-Laws, or any business affecting the Declaration of Covenants and Restrictions applicable to the properties, notice of such meeting shall be given or sent as is respectively provided.

11.04 The presence at the meeting of members entitled to cast or proxies entitled to cast, one-third (1/3) of the votes of the membership, shall constitute a quorum for any action governed by these By-Laws.

11.05 Notwithstanding Article 11.04, the quorum required for any action governed by Article 6 of the By-Laws shall be as follows:

At the first meeting duly called as provided therein, the presence of members, or proxies entitled to cast sixty (60) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth in the said Articles, and the required quorum at any subsequent meeting shall be one-half (%) of the required quorum at the preceding quorum, provided that no such subsequent meeting shall be held more than sixty (60) days following such preceding meeting.

ARTICLE 12-AMENDMENTS AND CONFLICTS

12.01 These By-Laws may be amended, at a regular or special meeting of the members, by a vote of majority of quorum, provided that those provisions of these By-Laws that are governed by the covenants and restrictions applicable to the properties, may not be amended, except as provided in such covenants and restrictions, and provided that no amendment shall be effective until approved by the Directors of the Corporations of Prince Edward Island.

12.02 In the case of any conflict between a Declaration of Covenants and Restrictions applicable to the properties, and these By-Laws, the Declaration of Covenants and Restrictions shall control.

ARTICLE 13-DURATION

13.01 The Company shall exist perpetually.

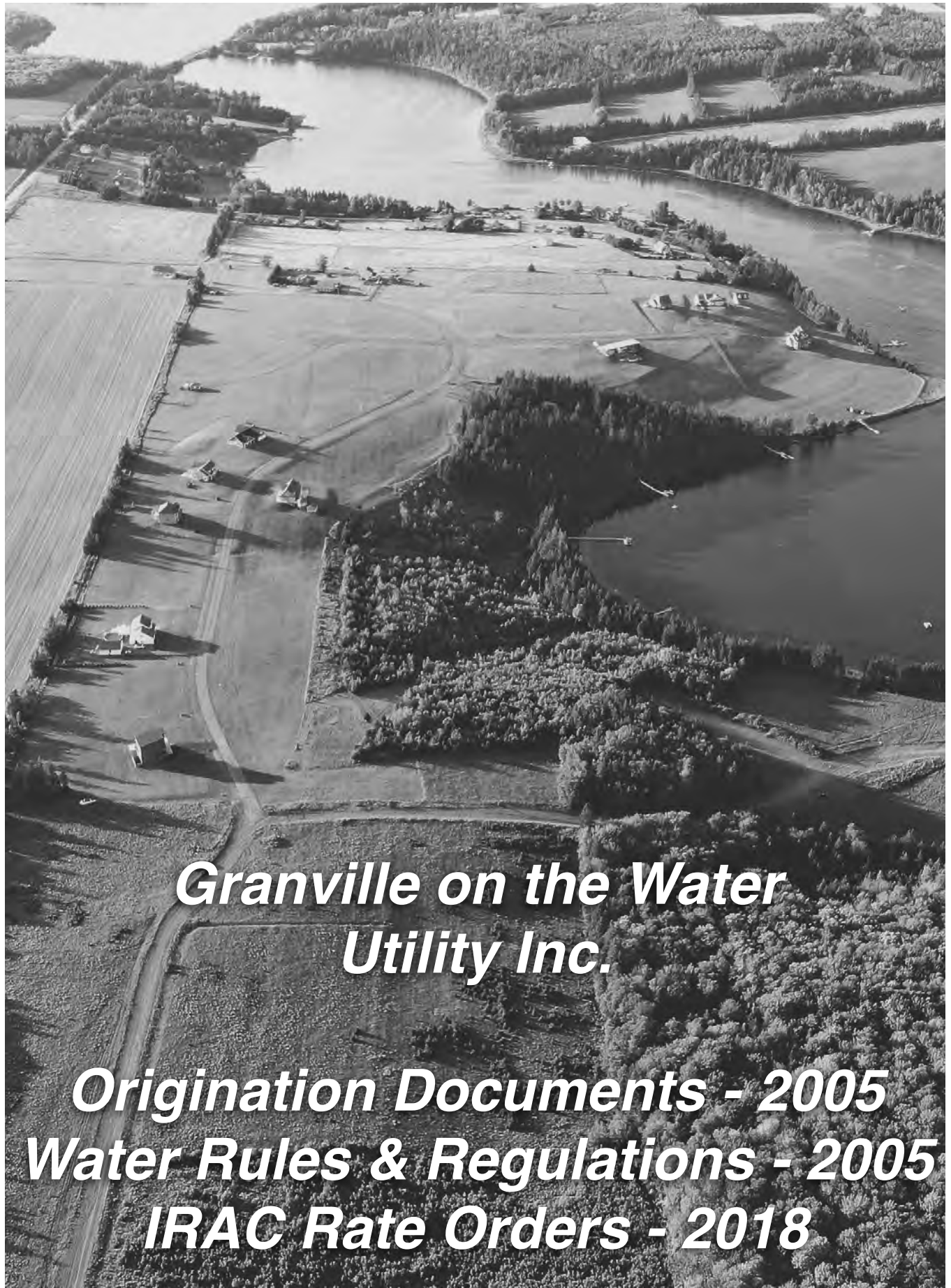
ARTICLE 14-DISSOLUTION

14.01 The Company may be dissolved only with the assent given in writing and signed by the members entitled to cast two-thirds (2/3) of the votes. Written notice of a proposal to dissolve setting forth the reasons therefore and the disposition to be made of the assets, which shall be consonant with Article 14.02 hereof shall be mailed to every member at least ninety (90) days in advance of any action taken.

14.02 Upon dissolution of the Company, the assets, both real and personal, of the Company, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Company. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted to the Company. No such disposition of Association properties shall be effective to divest or diminish any right or title of any member vested in him under the recorded covenants in deeds applicable to the properties unless made in accordance with the provisions of such covenants and deeds.

IN WITNESS WHEREOF we have hereunto set our hands and seals.

Dated at Summerside the 22nd day of July, A.D. 2005.



***Granville on the Water
Utility Inc.***

***Origination Documents - 2005
Water Rules & Regulations - 2005
IRAC Rate Orders - 2018***



Province of Prince Edward Island

Form 4

Letters Patent

(Pursuant to the *Companies Act* R.S.P.E.I. 1988, Cap. C-14, S.4)

No. 13410

Dated August 04, 2005

Letters Patent *incorporating*

GRANVILLE ON THE WATER UTILITY INC.

By the Honourable Mildred A. Dover

To All to Whom These Presents Shall Come, Greeting:

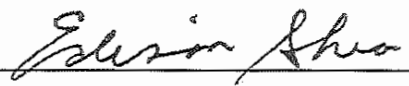
Whereas, the *Companies Act*, R.S.P.E.I. 1988, Cap. C-14, provides that the Minister may, by letters patent, grant a charter to one or more persons who apply therefor, constituting that person and others who may become shareholders in the company thereby created, a body corporate and politic for any purposes or objects to which the legislative authority of the Legislature extends, except trust companies and insurance companies;

And whereas an application has been filed to incorporate a company pursuant to the provisions of Part I of the *Companies Act*, under the name of

GRANVILLE ON THE WATER UTILITY INC.

Therefore, the Minister, under the authority of Part I of the *Companies Act*, by these presents, constitutes the applicants and such persons as may hereafter become shareholders in the company hereby created, a body corporate and politic under the above name, with all the rights and powers conferred by the said Act, pursuant to the provisions of the application which is attached hereto and forms part hereof.

Dated at Charlottetown, Prince Edward Island, the 4 day of August, 2005


Deputy Minister

plus such amounts as, from time to time, by bylaw of the company, may be transferred thereto.

9. First or Provisional directors (attach list if more than 3)
- | | |
|---------------------------|----------------------------------|
| <u>Derek D. Key, Q.C.</u> | <u>Barrister & Solicitor</u> |
| (name) | (occupation) |
| <u>P.O. Box 1570</u> | |
| (address) | |
| <u>Summerside, P.E.I.</u> | <u>C1N 4K4</u> |
| | (postal code) |
| <u></u> | <u></u> |
| (name) | (occupation) |
| <u></u> | |
| (address) | |
| <u></u> | <u></u> |
| | (postal code) |
10. Beneficial owners of shares (attach list if more than 3)
- | | |
|------------------------------------|-------------------------|
| <u>Granville On The Water</u> | Number & Type |
| <u>Homeowners Association Inc.</u> | of Shares |
| (name) | <u>30 Common Shares</u> |
| <u>237 Mountain Road</u> | |
| <u>Summerside, PEI</u> | <u>C1N 5R8</u> |
| | (postal code) |
| <u></u> | |
| | Number & Type |
| <u></u> | of Shares |
| <u></u> | |
| | (postal code) |
| <u></u> | |
| | Number & Type |
| <u></u> | of Shares |
| <u></u> | |
| | (postal code) |

11. We request the provisions set out in Schedule "B" to be embodied in the letters patent.

DATED at Summerside, in the County of Prince, in the Province of Prince Edward Island, this 22ND day of July, 2005.

SIGNATURE OF WITNESS



SIGNATURE OF APPLICANT


Albert Gamble

(This application must be filed in duplicate)

**FORM 1
SCHEDULE "A"**

GRANVILLE ON THE WATER UTILITY INC.

RESTRICTIONS ON SHARE TRANSFERS

1. The number of shareholders shall be restricted to not more than fifty (two or more persons holding one or more shares jointly being counted as a single shareholder), not including persons who are in the employment of the Company and persons, who having been formerly in the employment of the Company, were, while in that employment and have continued to be after the termination of that employment, shareholders of the Company;
2. Furthermore, the right to transfer shares shall be restricted in that no share shall be transferred without either (a) the previous consent of the Directors of the Company expressed by a resolution passed by the Board of Directors or by an instrument or instruments in writing signed by a majority of the Directors, or (b) the previous consent of the holders of at least a majority of the shares for the time being outstanding expressed by a resolution passed by the shareholders or by an instrument in writing signed by such shareholders.

OBJECTS AND PURPOSES:

1. To have all the powers set out in Sections 14 & 15 of The Companies Act, R.S.P.E.I. 1988, Cap. C-14.
2. To carry on any business which in the opinion of the Directors may be conveniently carried on by the Company in Prince Edward Island or elsewhere.
3. In connection with the foregoing to have all the rights, powers, franchises and privileges that a private individual might or could possess or enjoy, including without limiting the foregoing the right, power and privilege to act guarantor for loans, pledges, mortgages, securities or advances of funds, made to other persons, partnerships or corporations, either related or not related to the company.

**FORM 1
SCHEDULE "B"**

GRANVILLE ON THE WATER UTILITY INC.

(Company Name)

ADDITIONAL PROVISIONS TO BE EMBODIED IN THE LETTERS PATENT

Nil

FORM 2
COMPANIES ACT, R.S.P.E.I. 1988, CAP. C-14, S.9(2)

CANADA
PROVINCE OF
PRINCE EDWARD ISLAND

IN THE MATTER of the Application for Letters
Patent, under the provisions of the Companies
Act, R.S.P.E.I. 1988, Cap. C014, under the
name **GRANVILLE ON THE WATER UTILITY
INC.**

AFFIDAVIT

I, Derek D. Key, Q.C., of Summerside, in the County of Prince, Province of
Prince Edward Island,

MAKE OATH AND SAY AS FOLLOWS:

1. THAT I am one of the applicants named in the annexed application and have a full knowledge of the facts set out in the said application.
2. THAT the statements and allegations contained in the annexed application are true and correct according to the best of my knowledge, information and belief.
3. THAT I am advised and verily believe that the name **GRANVILLE ON THE WATER UTILITY INC.** is not the name of any other known corporation or association, incorporated or unincorporated, or of any syndicate or partnership or of any individual or any name under which any known business is being carried on or so nearly resembling the name as to be liable to be confused therewith, or otherwise on public grounds objectionable.

SWORN TO before me at Summerside,)
in Prince County, Province of Prince)
Edward Island, this 22ND day of)
July, 2005.)

Sharon Griffin
A Commissioner for Taking
Affidavits in the Supreme Court

Derek D. Key, Q.C.

FORM 3
ATTORNEY'S STATEMENT
COMPANIES ACT, R.S.P.E.I. 1988, CAP. C-14, S.8(3)

RE: APPLICATION FOR INCORPORATION OF

GRANVILLE ON THE WATER UTILITY INC.

I, Derek D. Key, Q.C., of Summerside, in Prince County, Province of Prince
Edward Island, a practicing attorney in the Province, certify that I have examined the
application for incorporation of **GRANVILLE ON THE WATER UTILITY INC.**
and am of the opinion that it complies with the requirements of the Companies Act,
R.S.P.E.I. 1988, Cap.C-14,

Date July 22ND, 2005

Derek D. Key, Q.C.
Signature
DEREK D. KEY, Q.C.

Granville on the Water Utility Inc., Operating Results - 2008-2017

GRANVILLE ON THE WATER UTILITY INC.												
YEAR ENDED DECEMBER 31 :			STATEMENT OF REVENUE AND EXPENDITURES - WATER									
			2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Operating			\$ 280	\$ 280	\$ 280	\$ 280	\$ 280	\$ 280	\$ 280	\$ 280	\$ 280	\$ 280
Revenues			\$ 140	\$ 140	\$ 140	\$ 140	\$ 140	\$ 140	\$ 140	\$ 140	\$ 140	\$ 140
460		Homes Supplied	8	8	8	8	8	8	8	9	10	10.50
		Lots Supplied	32	32	32	32	32	32	32	38	37	36.50
		Unmetered Water Revenues	\$ 6,720	\$ 6,720	\$ 6,720	\$ 6,720	\$ 6,720	\$ 6,720	\$ 6,720	\$ 7,863	\$ 7,980	\$ 8,050
474		Other Water Revenues										
		Total Revenues	\$ 6,720	\$ 6,720	\$ 6,720	\$ 6,720	\$ 6,720	\$ 6,720	\$ 6,720	\$ 7,863	\$ 7,980	\$ 8,050
Operating	Expenses											
600	Salaries and Wages - Operational Employees		\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800
610	Repairs and Maintenance					\$ 268	\$ 21	\$ 181	\$ 476	\$ 2,085	\$ 1,314	\$ 343.85
620	Power or Electricity		\$ 724	\$ 1,724	\$ 1,415	\$ 1,474	\$ 1,248	\$ 1,654	\$ 2,015	\$ 1,939	\$ 2,694	1985.92
625	Chemicals											
630	Water Testing and Analysis		\$ 225	\$ 194	\$ 144	\$ 58	\$ 609	\$ 353	\$ 200	\$ 219	\$ 319	322
General	Expenses											
650	Salaries and Wages - Admin. Employees		\$ 1,254									
660	Office Supplies and Other Office Expenses											
661	Interest and Bank Service Charges											\$ 18
670	Transportation Expenses											\$ 60
675	Insurance											
685	Regulatory Commission Fees			\$ 441	\$ 441	\$ 441	\$ 441	\$ 441	\$ 441	\$ 441	\$ 441	\$ 441
690	Miscellaneous Expenses		\$ 44	\$ 173	\$ 376	\$ 30	\$ 30	\$ 74	\$ 30	\$ 30	\$ 30	\$ 30
		Total Expenses	\$ 7,047	\$ 7,332	\$ 7,176	\$ 7,071	\$ 7,149	\$ 7,503	\$ 7,962	\$ 9,514	\$ 9,598	\$ 8,001
Operating	Income (Loss)		\$ (327)	\$ (612)	\$ (456)	\$ (351)	\$ (429)	\$ (783)	\$ (1,242)	\$ (1,651)	\$ (1,618)	\$ 49
950	Extraordinary Expenses - Capital Reserve											
Net	Income (Loss)		\$ (327)	\$ (612)	\$ (456)	\$ (351)	\$ (429)	\$ (783)	\$ (1,242)	\$ (1,651)	\$ (1,618)	\$ 49
Surplus (Deficit)	January 1		\$ (327)	\$ (939)	\$ (1,395)	\$ (1,395)	\$ (1,746)	\$ (2,175)	\$ (2,958)	\$ (4,200)	\$ (5,851)	\$ 0
Surplus (Deficit)	December 31		\$ (327)	\$ (939)	\$ (1,395)	\$ (1,746)	\$ (2,175)	\$ (2,958)	\$ (4,200)	\$ (5,851)	\$ (7,469)	\$ 49
Written Off												

Date Sampled	Location	Total Coliform (cfu/100mL)	E. Coli. (cfu/100mL)	Background Growth (cfu/100mL)
02/26/13	Well #2 Pumphouse	0	0	0
02/26/13	Well #1 Pumphouse	0	0	0
06/03/13	47 Calm Water Court	0	0	0
06/03/13	128 River Bend Lane	0	0	0
06/03/13	Well #1 Pumphouse	5	0	0
06/03/13	Well #2 Pumphouse	0	0	0
05/26/14	128 River Bend Lane	0	0	0
05/26/14	Well #1	0	0	0
05/26/14	Well #2	0	0	0
09/30/14	Well #1	0	0	0
09/30/14	Well #2	0	0	0
05/21/15	Well #1	0	0	0
05/21/15	Well #2	2	0	0
10/29/15	128 River Bend Lane (Laundry sink)	0	0	0
10/29/15	Well #1	0	0	0
10/29/15	Well #2	0	0	0
05/06/16	Well #1	1	0	0
05/06/16	Well #2	0	0	0
07/04/16	138 riverbend lane	0	0	0
07/04/16	45 riverbend Lane (laundry)	0	0	0
07/04/16	128 River Bend Lane (Laundry sink)	0	0	0
07/04/16	Well #1	0	0	0
07/04/16	Well #2	0	0	0
11/21/16	Well #1	1	0	0
11/21/16	Well #2	54	0	0
11/21/16	128 River Bend Lane (Laundry sink)	0	0	0
11/21/16	138 River Bend Lane (Bathroom sink)	0	0	0
11/24/16	Well #2	0	0	0
11/29/16	Well #2	0	0	0
04/05/17	Well #1	0	0	0
04/05/17	Well #2	0	0	0
04/05/17	47 Calm water Court (Kitchen Sink)	0	0	0
10/23/17	Well #1	1	0	0
10/23/17	Well #2	25	0	0
10/23/17	Tap after treatment	540	0	0
10/23/17	174 River Bend Lane (Bathroom sink)	0	0	0
10/26/17	47 Calm water court	0	0	0
10/26/17	Well #2	0	0	0
11/15/17	Well #2	0	0	0
03/12/18	115 River Bend Lane (Garage sink)	0	0	0
03/12/18	Tap after treatment	0	0	0
03/12/18	Well #1	2	0	0
03/12/18	Well #2	1	0	0
06/05/18	174 River Bend Lane (Bathroom sink)	1	0	0
06/05/18	47 Calm water court	0	0	0
06/05/18	Well #2	0	0	0
06/25/18	Well #1	13	0	0
07/04/18	Well #1	1	0	0

**Granville on the
Water Utility Inc.,**

**Water Test
Results**



Docket UW72302
Order UW18-02

IN THE MATTER of the *Water and Sewerage Act*, R.S.P.E.I. 1988, Cap W-2 and the *Island Regulatory and Appeals Commission Act*, R.S.P.E.I. 1988, Cap. I-11;

AND IN THE MATTER of an application by Granville Water Utility Inc. for approval to increase annual water rates and charges.

BEFORE THE COMMISSION

on Monday, the 10th day of September, 2018

J. Scott MacKenzie, QC, Chair
M. Douglas Clow, Vice-Chair

Order

Compared and Certified a True Copy

(Sgd) Heather Walker
Regulatory Services

IN THE MATTER of the *Water and Sewerage Act*, R.S.P.E.I. 1988, Cap W-2 and the *Island Regulatory and Appeals Commission Act*, R.S.P.E.I. 1988, Cap. I-11;

AND IN THE MATTER of an application by Granville Water Utility Inc. for approval to increase annual water rates and charges.

Order

WHEREAS Granville Water Utility Inc. (the "Utility") filed an application with the Island Regulatory and Appeals Commission (the "Commission") for approval to increase annual water rates and charges, effective January 1, 2018;

AND WHEREAS following receipt of the application, the Commission issued a Notice inviting written comments on the Utility's proposal;

AND WHEREAS in response to the Notice of Application, two comments were received from ratepayers;

AND WHEREAS the Commission noted that there was a transfer of Utility ownership in 2016;

AND WHEREAS the Commission noted that Granville customers have benefitted from the recent change of ownership. A review of Utility finances showed that Granville's expenses had exceeded revenues for a number of years, which resulted in the accrual of a deficit in excess of \$7,000 by year-end 2016. Under the Commission's authority, rates are established to offset the necessary costs to operate a utility and should not be excessive nor insufficient. In the past, the Utility was aware that a rate increase was needed but no filing was ever submitted. A deficit recovery amount would have formed part of any rate request prior to the recent change in ownership.

However, through negotiations, that deficit amount was extinguished and the current proposal is modeled on a go-forward basis. Analysis done by the Commission confirms that had a debt recovery component been included as part of this filing, rates would have increased approximately double the amount that is currently being sought;

AND WHEREAS the Commission has considered the application of the Utility and supporting information, including ratepayers' written comments and the impact on the Utility regarding the transference of operations;

AND WHEREAS the Commission has concluded that increased revenues are needed to offset the Utility's operating costs;

AND WHEREAS the Commission considers that an annual water rate of \$360.00 per developed property and an annual rate of \$180.00 per undeveloped property, effective with service provided on and after January 1, 2018, are necessary and equitable;

NOW THEREFORE, pursuant to the *Water and Sewerage Act* and the *Island Regulatory and Appeals Commission Act*

IT IS ORDERED THAT

1. The water rate tariff of Granville Water Utility Inc., as set out in schedule 1 annexed hereto and forming part of this Order, is approved and declared effective as of January 1, 2018, and shall remain in effect until otherwise ordered by the Commission; and
2. The *Rules and Regulations* approved and declared effective on January 1, 2008 under Commission Order UW08-03, continue in effect until otherwise ordered by the Commission.

DATED at Charlottetown, Prince Edward Island, this 10th day of September, 2018.

BY THE COMMISSION:

(Sgd) J. Scott MacKenzie

J. Scott MacKenzie, QC, Chair

(Sgd) M. Douglas Clow

M. Douglas Clow, Vice-Chair

NOTICE

Section 12 of the *Island Regulatory and Appeals Commission Act* reads as follows:

12. The Commission may, in its absolute discretion, review, rescind or vary any order or decision made by it or rehear any application before deciding it.

Parties to this proceeding seeking a review of the Commission's decision or order in this matter may do so by filing with the Commission, at the earliest date, a written **Request for Review**, which clearly states the reasons for the review and the nature of the relief sought.

Sections 13.(1), 13(2), 13(3), and 13(4) of the *Act* provide as follows:

13.(1) An appeal lies from a decision or order of the Commission to the Court of Appeal upon a question of law or jurisdiction.

(2) The appeal shall be made by filing a notice of appeal in the Court of Appeal within twenty days after the decision or order appealed from and the rules of court respecting appeals apply with the necessary changes.

(3) The Commission shall be deemed to be a party to the appeal.

(4) No costs shall be payable by any party to an appeal under this section unless the Court of Appeal, in its discretion, for special reasons, so orders.

IRAC140B(99/2)

GRANVILLE ON THE WATER UTILITY INC.

WATER RULES & REGULATIONS

January 1, 2008

Contents

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Part 1 - Application

1.1 As required by the *Water and Sewerage Act*, Section 16, the following Rules and Regulations have been approved by The Island Regulatory and Appeals Commission for application by all municipal water utilities.

1.2 These Rules and Regulations are subject to the *Water and Sewerage Act* as well as to directives of and special contracts approved by The Island Regulatory and Appeals Commission.

Part 2 - Interpretation

2.1 In these Rules and Regulations, unless the context otherwise requires, the expression:

Commission means The Island Regulatory and Appeals Commission.

Customer means a person, firm or corporation who or which requests or is supplied with water service at a specific location or locations.

Domestic Service means the type of water service supplied to the owner or his authorized agent or to the occupant or tenant of any space or area occupied for the distinct purpose of a single-family house, each unit of a multiple dwelling, individual apartment, flat and the like, furnished with separate kitchen facilities provided with running water.

Due Notice means the requirement that forty-eight (48) hours written notice be given by the utility to a customer before any action is taken against the customer for failure to comply with any of these Rules and Regulations.

General Service means any type of water service other than domestic service, fire protection service and municipal service.

Municipality means the corporation into which the residents of an area have been incorporated as a municipality.

Service means water service.

Shall in the context of these Rules and Regulations means the imperative and that an act must be done.

Utility means the water utility of a municipality or service area.

Part 3 - General

3.1 Disputes

If any dispute arises between the Utility and a customer over the interpretation or application of these Rules and Regulations, either party may refer the matter to the Commission for decision, and the Commission may, notwithstanding anything contained in these Rules and Regulations, make such order as it may deem appropriate.

3.2 Application for Service

The Utility may, before rendering service, require an application form signed by a prospective customer.

3.3 Plumbing Permit

In the case of an owner of an existing building or premises applying for service, no service shall be provided until the Utility has been provided with a Certificate of Approval issued by the Plumbing Inspector.

3.4 Plumbing to be Satisfactory

All plumbing, pipes, fittings, vents, fixtures and other devices for conveying, distributing, controlling or utilizing water which are used by a customer and are not the property of the Utility shall be installed according to the requirements of the current edition of the Canadian Plumbing Code. Except for construction or testing purposes, the water shall not be turned on until the applicant for service has satisfied these requirements. The supply of water may be refused or discontinued to any customer at any time, if, in the opinion of the Utility, the plumbing, pipes, fittings, vents, fixtures and other devices are herein before mentioned, or any of them, fail to comply with the above requirements, or if any part of the water system of such customer is in any unsuitable, dirty, unsanitary or inaccessible place. Service shall not be re-established until such condition is corrected to the satisfaction of the Utility.

3.5 Refusal of Service

Service shall be refused or suspended to any customer who has failed to discharge any of his liabilities to the Utility.

3.6 Condemned Premises

Services shall be immediately discontinued to any property condemned under any Federal or Provincial statute or municipal bylaw.

3.7 Season for Laying Pipe

The Utility shall not, on application or otherwise, lay any pipe at any season of the year which, in the opinion of the Utility, is deemed unsuitable for such construction.

3.8 Access to Customer's Premises

Representatives of the Utility shall have the right of access to a customer's property or premises at all reasonable hours for the purpose of inspecting any water pipes or fittings, or appliances, or for the purpose of installing, removing, repairing, reading or inspecting water meters. The Utility shall have the right to suspend service to any customer who refuses such access.

3.9 Prohibited Appliances

Service may be refused or suspended by the Utility to any customer who installs or uses any device or appurtenance, as for example: booster pumps, quick-opening or quick-closing valves, water-operated pumps or siphons, standpipes or large outlets which may occasion sudden large demands of short or long duration, thereby requiring oversize meters and pipe lines, or affect the stability or regulation of water pressure in the Utility's system. A permit to install or use any such device or appurtenance must be obtained from the Utility. The permit shall specify what special arrangements, such as elevated storage tanks, surge tanks or equalizing tanks, etc., must be provided by the customer.

3.10 Interference with Utility Property

No person, unless authorized by the Utility in writing, shall draw water from, open, close, cut, break or in any way injure or interfere with any fire hydrant, water or main or other property of the Utility, or obstruct the free access to any hydrant, stop cock, meter, building, etc., provided however that nothing in this section shall be deemed to prevent an officer or member of the Fire Department engaged in the work of such Department, from using any hydrant or other source of water supply of the Utility for such purpose.

3.11 Improper Use or Waste of Water

No customer shall permit the improper use or waste of water nor shall he sell or give water to any person except upon such conditions and for such purposes as may be approved in writing by the Utility.

3.12 Repair of Leaks

Leaks due to broken water or sewerage services, worn tap washers, toilet valves or other causes shall be promptly repaired. If, after being notified, a customer refuses or unduly delays in having the repairs or alterations made, the Utility may suspend the service if, in its opinion, such action is necessary to prevent improper use or wastage of the service.

3.13 Cooling Water

Water shall not be used for cooling purposes by any customer of the Utility except where the system or equipment to be supplied is of the recirculating conservation type with make-up water only being added. In the case of refrigeration equipment, including air conditioning systems, no system having a water consumption rate in excess of 0.50 litres per minute per metric tonne of capacity shall be provided with cooling water. This Regulation shall apply to all new installations and to any existing systems if and when they are to be enlarged, renewed or replaced.

3.14 Suspension of Service for Violation

Whenever, in the opinion of the Utility, violation of any of these Rules and Regulations is existing or has occurred, the Utility may cause the service to be suspended from the premises where such violation is existing or has occurred and may keep the same so suspended until satisfied that the cause for such action has been removed.

3.15 Suspension of Service

In every case calling for a suspension of service, due notice must be given to the customer concerned.

3.16 Liability of the Utility

3.16.1 The Utility shall endeavour to maintain reasonable continuity of service. If the service is interrupted, the cause of such interruption or other condition shall be removed or corrected and normal operating conditions restored as soon as possible.

3.16.2 The Utility shall not be responsible for any damage, direct or consequential, loss or liability that a customer may sustain by reason of interruption of service, variation of pressure or on account of the turning off or turning on of the water for any purpose, drawing a vacuum on the system by fire pumpers, unless caused by the negligence of the Utility.

3.16.3 Interruptions in service shall not relieve the customer from any charge for service.

3.17 Jurisdiction of the Utility

The Utility shall have jurisdiction over all services and extensions including those on a customer's premises up to the cellar stop, including meters, where applicable, in the case of water service.

Part 4 - Services

4.1 Installation of Shut-off

Every water service to a premises shall have a shut-off valve in an accessible position at the point of entry to the premises.

4.2 Individual Service

Except with the special written approval of the Utility, each separate residential building or premises, not including multiple apartment buildings exceeding two (2) units, shall have a separate water service with a curb stop.

4.3 Security Deposits

Each applicant for service may be required to deposit with the Utility a sum of money equal to the estimated charges for four (4) month's service. The deposit shall be held by the Utility as collateral security for the payment of its bills. When this deposit is held, at the option of the Utility, for a period in excess of one (1) year, simple interest at a rate based on the nearest one-half percent (1/2%) of the bank's prime lending rate as of the first (1st) banking day of each year shall be credited to the account when refunded. The deposit, less any amount owed the Utility, shall be returned to the customer after service has been discontinued and upon the surrender of the deposit receipt.

4.4 Deposits on Custom Work

Whenever a customer requests that the Utility do work for which such customer is required to pay, and the Utility agrees to do the work, the Utility may require, before the work is started, a sum of money equal to the Utility's estimate of the probable cost of the said work. When the actual cost is determined, an adjustment in payment shall be made. Service shall not be established or continued by the Utility until all charges are paid.

4.5 Non-Negotiable Cheques

A charge of ten dollars (\$10.00) may be made for each non-negotiable cheque.

4.6 Service Pipes

Upon receipt of an application for service to any premises located on any portion of a street within the service area of the Utility, which is served by a main water pipe and which premises are not already provided with service, the Utility shall install or permit to be installed a water service pipe which it considers to be of a suitable size and capacity. The customer may engage an independent contractor to install connections which the Utility considers to be of a suitable size and capacity. No water pipe smaller than 19 mm in diameter shall be laid for any water service. Any work carried out by an independent contractor for the customer shall be under the inspection and supervision of the Utility. An inspection fee of twenty dollars (\$20.00) shall apply to work installed by an independent contractor.

4.7 Cost of Service Pipes

In cases where mains are existing, the cost of supplying and laying a 19 mm water service pipe and fittings between the main and the property line of the property to be served shall be paid by the Utility. From the property line to the premises, the cost shall be paid by the customer.

4.8 Cost of Oversized Service Pipes

In cases where mains are existing, for water services larger than 19 mm the whole cost shall be borne by the customer, less the cost of a 19 mm service from the main to the property line.

4.9 No Water Service Without Sewerage Service

Water service shall not be extended to a premises unless sanitary sewer facilities are also installed or are presently available to the premises in question.

4.10 Relocation of Service

After service has been installed by the Utility, no relocation of, or alteration to, the portion of the service installed shall be made except at the expense of the customer or other persons requesting such removal or alteration.

4.11 Multiple Service Connections

In the event of more than one (1) service being required to the same property, such as a sprinkler system connection or an additional general service connection or connections, the full cost of the additional services to the system mains, any necessary repairs and maintenance to the additional services between the main and the customer's premises and any necessary repairs and replacement to any portion of the streets or sidewalks of the municipality damaged in providing such additional services shall be paid by the customer. The decision as to the necessity of the additional services shall be made by the Utility.

4.12 Unauthorized Extensions, Additions or Connections

No person shall, without the written consent of the Utility, make or cause to be made any connection to any pipe or main or any part of the water system of the Utility or in any way obtain or use water therefrom in any manner other than as set out in these Rules and Regulations.

4.13 Cross Connections Prohibited

Connections of any customer's installation served by the Utility to any other source of water supply is prohibited, except with the written permission of the Utility with the terms and conditions of interconnection clearly defined. Failure to comply with this Regulation shall entitle the Utility to suspend the service.

4.14 Contaminated Interconnection

No connection shall be permitted to any installation, equipment or source in such a manner as may allow any contamination to pass from such installation, equipment or source into the Utility's water supply system. If any such connection exists the Utility may discontinue the supply of water to such customer.

4.15 Repairs to Service lines

If a leak, stoppage or other trouble occurs on a water line, it shall be repaired as soon as possible.

The following work shall be carried out at the expense of the Utility:

- (i) Repairs necessitated by a leak or other trouble occurring between the water main and the property line.
- (ii) Repairs necessitated by a leak or other trouble occurring between the property line and the customer's premises which has been caused by the installation having insufficient grade or as a result of poor workmanship.
- (iii) Repairs necessitated by tree roots occurring between the water main and the property line.

The following work shall be carried out at the expense of the customer:

- (i) Repairs necessitated by normal wear and tear occurring between the property line and the customer's premises.
- (ii) Repairs necessitated by any stoppage attributable to the improper use of the water facilities occurring between the main and the customer's premises.
- (iii) Repairs necessitated by tree roots occurring between the property line and the customer's premises.

4.16 Private Fire Protection

Fire protection lines within buildings shall be accessible for inspection, and no connection for any purpose other than fire protection shall be made thereto. No fire protection line shall be connected in such a way as to be served through a customer's metered service without the written permission of the Utility.

4.17 Water for Construction

The Utility may furnish water to persons requiring a supply thereof for the construction of buildings or other works. Such persons shall deposit with the Utility such sum as may be determined by the Utility as sufficient to defray the cost of making the necessary connection to the service mains, together with the cost of any meter to be installed to measure the water consumed. Upon completion of the work and return of the meter to the Utility, an adjustment shall be made after deducting the cost, if any, of repairing the meter and of testing the same, and after determining the base and connection charges and the consumption rates in respect to such installation.

4.18 Contracted Work

Where the Utility does not carry out its own construction, any contract work shall be done for, on behalf of, and with the approval in writing of the Utility.

4.19 Use of Independent Contractors

In a case where construction is to be carried out on behalf of the Utility by an independent contractor, the customer is to be party to any decision relative to accepting any quotation by the Utility, or alternately, the Utility may allow the customer to have plans and specifications prepared, and after being approved by the Utility, an acceptable contractor shall be authorized by the Utility to proceed with construction under its inspection and supervision. An inspection fee of twenty dollars (\$20.00) shall apply to laterals installed by an independent contractor.

4.20 Signed Agreements

Where construction is estimated to cost in excess of one thousand dollars (\$1,000.00), a signed agreement shall be entered into between the Utility and the customer. Where construction is estimated to cost less than this amount, the Utility may require a signed agreement between itself and the customer.

Part 5 - Billing and Metering

5.1 Payment of Bills

Unless otherwise ordered by the Commission and subject to anything else in the Rules and Regulations, bills for all classes of service shall be rendered to each customer monthly, quarterly, semi-annually or annually, at the option of the Utility. Unmetered customers shall be billed in advance. All bills shall be payable within thirty (30) days after the date rendered and if not so paid shall be deemed to be in arrears.

5.2 Prorating of Rates

In the case of a customer not receiving service for a full billing period, the flat rate or base charge shall be computed on a pro-rata basis for the period involved.

5.3 Number of Billings

No customer shall be billed more than twelve (12) minimum charges in any twelve (12) month period.

5.4 Suspension of Service for Non-Payment of Bills

The Utility may suspend service to unmetered customers whose bills remain unpaid for more than sixty (60) days and metered customers whose bills remain unpaid for more than thirty (30) days after the date rendered, provided that due notice is given.

5.5 Curb Stop Charge

In all cases where service has been discontinued by means of a curb stop for non-payment of bills or on account or for violation of any section of these Rules and Regulations, service shall not be restored until all arrears, together with a twenty dollar (\$20.00) charge, have been paid. If turn-off and turn-on is carried out during normal working hours at a customer's request, a twenty dollar (\$20.00) charge will be made, and if not paid, shall be included in any subsequent bill for service. If turn-off or turn-on of service is requested to be carried out after normal working hours, the charge for such call out shall be based on normal charge-out rates for time and equipment involved, but shall not exceed a three (3) hour charge-out for any one (1) call.

5.6 Delayed Payment Charge

All bills shall be computed according to the rates fixed by the Commission, and if any bill is not paid within thirty (30) days after the date rendered, as indicated by the postmark, or such date as may be clearly shown upon the bill, whichever is the later, it shall be subject to a delayed payment charge.

The charge shall be equal to two percent (2%) per month of the amount of such bill, but in no case shall the amount of the penalty be less than twenty-five cents (\$0.25).

5.7 Owner of Premises Billed

At the option of the Utility, charges for service may be billed to the owner of the premises.

5.8 Rates During Vacancy

In the case of a premises being vacant, the owner shall be billed for the period until the new tenant becomes responsible for the service.

5.9 Multiple or Joint Use Premises

Billing of multiple or joint use premises may be carried out either by billing each individual customer according to the applicable rate schedule or by metering the total premises, at the option of the Utility.

5.10 Water to be Supplied by Meter

Except when water is used for construction purposes from a hydrant, under the supervision of the Utility, and except as otherwise provided in these Rules and Regulations, all service other than that for Domestic Service and Fire Protection Service shall be metered.

5.11 Meter Size

The Utility shall determine the size and type of meter to be installed in each case.

5.12 Meter Ownership

All billing for metered water shall be through meters owned by the Utility.

5.13 Installation and Removal of Water Meters

Water meters shall be installed and removed only by employees of the Utility, and no other person shall install, alter, change or remove a meter without the written permission of the Utility. The connections for such water meters shall be installed to the required standard of, and without expense to, the Utility.

5.14 Location of Water Meters

The Utility may refuse service to, or suspend the service of, any customer who does not provide a place which, in the opinion of the Utility, is suitable for a water meter.

5.15 Meter Protection

Where the premises of a customer are of such a nature that a water meter cannot be properly installed in a building or if the building is not sufficiently insulated to ensure the safety of the meter, the Utility may require the construction of a suitable insulated enclosure in which the water meter can be installed. Service to such premises may be refused or suspended until such an enclosure is installed.

5.16 Exterior Reading Meters

If a remote or exterior reading meter installation is made, at the option of the Utility, the total cost shall be borne by the Utility. If such an installation is made at the request of the customer, all costs in excess of regular metering shall be borne by the customer.

5.17 Water Meter Readers

Each Meter Reader or Utility Inspector shall be provided with a suitable form of identification issued by the Utility which he shall exhibit upon request.

5.18 Estimated Readings for Billing Purposes

If the Utility is unable to obtain a water meter reading for billing purposes, after exercising due diligence in the usual practice of water meter reading, the bill for that service shall be estimated in accordance with the best data available, subject however to the provision that, in no circumstance, shall an estimated reading be used for more than two (2) consecutive billing periods. If an estimated bill is rendered for two (2) consecutive billing periods, the Utility shall notify the customer by registered mail that arrangements must be made for the Utility to obtain a reading, and failing such arrangements, the Utility may suspend service until such arrangements are made. When such water meter reading has been obtained, the previous estimated bill or bills shall be adjusted accordingly.

5.19 Disputed Water Meter Accuracy

5.19.1 A customer may request that his water meter be tested by the Utility.

5.19.2 The Utility employee shall decide whether the meter will be tested on site or at a testing place.

5.19.3 The Utility may charge the customer the sum of twenty dollars (\$20.00) to defray the cost of removing the meter, replacing it with another meter tested and sealed by the Utility, and testing the meter.

5.19.4 If the water meter, upon testing by the Utility, is within the prescribed accuracy limits of not more than four percent (4%), the Utility shall retain the customer's deposit.

5.19.5 If the water meter is found to be outside the prescribed accuracy limits, the Utility shall return the deposit to the customer and the bill for service rendered to such customer shall be adjusted accordingly for a period not exceeding six (6) months.

5.20 Damage to Utility's Water Meters and Seals

5.20.1 Every customer shall be responsible for any damage to the water meter and seal on his premises resulting from negligence, hot water or steam, the action of frost or from any other cause not the fault of the Utility or its employees. The cost for any repairs or replacement of the Utility's water meter or seal shall be borne by the customer.

5.20.2 The Utility's meter or seal shall not be tampered with or broken by an unauthorized person.

5.20.3 If the Utility's meter or seal has been broken by an unauthorized person in order that an illegal connection can be made, the Utility shall disconnect the customer as soon as possible.

5.20.4 If the Utility's water meter or seal is broken, or the water or sewerage system is tampered with or the water meter does not register correctly, the bill for that service shall be estimated on the basis of past consumption in a corresponding period or on the basis of the best data available.

5.21 Municipal Departments

Water facilities used by the municipality for any purpose shall be billed to the municipality by the Utility at the rates and charges established herein and under these Rules and Regulations.

5.22 Fire Protection Service Charge

The Utility shall render annually to the municipality an account for fire protection service. Such account shall be calculated in the manner set out in the Utility's Schedule of Rates.

5.23 Payments Re Adjoining Municipalities

Unless otherwise ordered by the Commission, customers located in one (1) municipality and receiving service from another municipality, shall pay charges in accordance with the rates prescribed for the municipality in which they are located. The utility in the municipality in which such customer is located shall be billed and be responsible for the payment of charges to the adjoining utility for such services as may be provided by that utility.

Protective Covenants for Homeowners

GOTW has registered covenants that contribute to the quality of the neighbourhood and the complementary high standards of construction in the development. All owners are required to follow the guidelines and submit plans

SCHEDULE "B" **Protective Covenants (Rules & Regulations)** **AMENDMENT EFFECTIVE 2006**

- (a) I. There shall be one single family dwelling/summer cottage per lot, minimum 1,400 square feet (amendment increasing square footage from 900 square feet to 1,400 square feet effective 2006) and not more than 2 ancillary buildings, i.e., garage, boat house. The design shall meet Homeowners Association bylaws and regulations, and shall comply with Architectural Committee requirements.
- II. No dwelling building or other building, fence (including hedges), wall, gate post, clothesline, surface or storm drainage or other structure shall be commenced, constructed or maintained on the Lands unless the plans, dimensions, specifications and siting plan showing the nature, location (including the distances from the front, side and rear limits), colour, material and height of same shall have been first submitted to and approved in writing by the Developer who may in its discretion refuse to approve any such plans, dimensions, specifications or siting plan which, in its opinion, are unsuitable or undesirable. No dwelling shall stand upon the lands that has an exterior finish not of wood, cement board, brick, or stone. The Developer shall notify the Grantee of its decision to either approve or reject the said plans, dimensions, specifications, siting plans, and/or plot plans within fourteen (14) days of being provided all of the said plans, dimensions, and/or plot plans.
- (b) No noxious, dangerous, offensive, or noisy activity shall be permitted on any lot.
- (c) Each property owner shall provide suitable receptacles for the collection of refuse which shall be screened from view and protected from disturbance.
- (d) No trade, business, or commercial activity shall be conducted on any lot. The rental for a single family occupancy shall not be considered a commercial activity.
- (e) No lot shall be further subdivided.
- (f) No mobile homes, recreational vehicles or travel trailers shall be permanently sited on the lot. However, they can be used for interim accommodations during construction for a maximum period of 90 days.

- (g) Construction of any dwelling shall be completed within one (1) year from the date of commencement of construction. In the event the construction is not completed within twelve months, the Developer may, upon four months notice to the Purchaser, repurchase the Lands at the original price if construction is not completed within the four month notice period.
- (h) The Lands shall be kept clean, sanitary, free from refuse, debris and fire hazard at all times and no sewage or building waste material of any kind shall be dumped or stored on the Lands, except clean fill for the purpose of leveling in connection with the construction or erection of a dwelling or other structure therein or the immediate improvement of the Lands. No excavation shall be made on the lands except excavations for the purpose of building on the same at the time of commencement of construction or for the purpose of improving the gardens and grounds thereof. No soil, sand or gravel shall be removed from the lands except with the prior written permission of the Grantor, or its successors or assigns.
- (i) No application of herbicides or pesticides on the lands, with the exception of commonly used household products.
- (j) The lands shall not be re-graded in such a manner as will block or impede any water course or swale or cause water to pond or build up on any abutting property.
- (k) There shall be no unregistered vehicle kept on the lands except within a wholly enclosed garage. No major repairs to any motor vehicles shall be effected save within wholly enclosed garage, except for registered vehicles owned by property owner.
- (l) No incinerator or other refuse burning device shall be erected or maintained upon the lands.
- (m) There shall be no construction of any well or septic system which contravenes any regulation of the Prince Edward Island Department of Environment. The Grantee shall be wholly responsible for construction and maintenance of his own septic tank and field tile, which shall be in accordance with the specifications established by provincial regulation and by government departments including , but not limited to, the sewer system requirements imposed by the Department of Community and Cultural Affairs.
- (n) There shall be no occurrence or activity on the lands which contravenes any applicable Municipal, County, Provincial, or Federal regulation law.
- (o) No signs, billboards, notices or other advertising matter of any kind (except the ordinary signs offering lands or buildings thereon for sale or rent) shall be

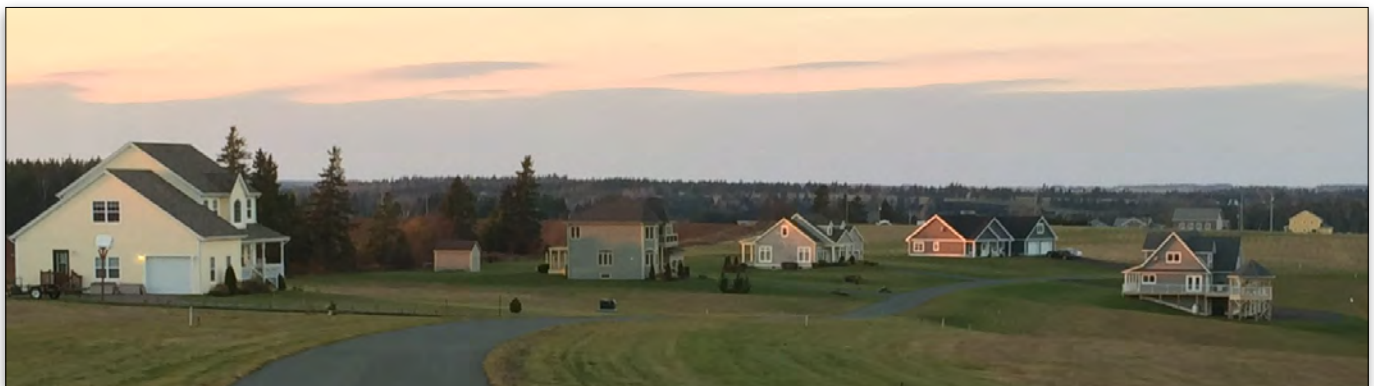
placed on any part of the lands or upon in any buildings or on any fence, tree or other structure on the lands.

- (p) The Grantee shall be obligated to become a member of the Homeowners Association formed for Granville on the Water and to contribute his proportionate share for the cost of snow removal, maintaining the roads and any other common lands or rights-of-way within the subdivision. Such costs to be determined by the Developer, and billed as it determines.
- (q) No items, including, but not limited to, exterior television, radio, serials, satellite dishes or receivers larger than 30" in diameter, heat pumps and above ground storage tanks, shall be erected or maintained on any part of the Lands.
- (r) All buildings, walls, structures, driveways and landscaping placed or maintained upon the Lands or any portion thereon shall at all times be maintained in good condition and repair, including, but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings, houses or other improvements and external appurtenances, all in a manner and with such frequency as is consistent with good property management. All Lands, whether occupied or unoccupied, shall be maintained in a manner acceptable to the Developer. The Developer, in its sole discretion, may determine whether or not the Lands, or any part thereof, are orderly. The Developer may have any objectionable items removed so as to restore the proper appearance of the Lands, without liability therefore, and charge the Grantee for any costs incurred in the process and the Grantee agrees to pay such charges.
- (s) No portion of the Lands shall be used for the parking or storage of commercial vehicles, including, but not limited to, school buses, oil trucks, freight trucks, trucks over one tonne and any other vehicles of a similar nature.
- (t) No cattle, hogs, sheep, poultry, horses or other livestock or animals, other than household pets normally permitted in private homes in urban residential areas, shall be permitted or kept on the Lands. No kennels and no breeding of pets for sale shall be permitted on the Lands.
- (u) The Grantee shall not allow any pet to leave the Lands unless the pet is under the immediate care and control of a competent and responsible person.
- (v) The Grantee shall connect the dwelling on the Lands to electricity via an underground conduit from the lot line to the dwelling.

- (w) The Grantee hereby agrees to consent to any future land development by the Developer.
- (x) The Developer shall have the right to convey to any governmental agencies or other public authorities any part of its remaining lands for parks, recreational or other similar purposes, for roadways or for pipes or conduits for sewage, drainage and electricity.
- (y) The Developer shall have the right to grade the lands within and adjacent to the Lands as may be required for drainage and the construction of the streets, walkways and other improvements necessarily incidental to the Development.
- (z) The Developer, its successors and/or assigns, may, in its sole discretion and without the consent of the Grantee, alter, waive or modify any of the foregoing building and other Covenants, provided their substantial character is maintained.
- (aa) The Developer may transfer some or all of the roadways and common areas to the Homeowner's Association at any time.
- (bb) If the Developer has transferred all roadways and common areas to the Homeowner's Association, the Homeowner's Association will be considered the Developer for the purpose of these Covenants and shall have the right to grant the various approvals contemplated by these Covenants, and to collect from the Grantee all sums owing or assessed.
- (cc) The Covenants herein are severable and the invalidity or unenforceability of any Covenant shall not effect the validity or enforceability of any other Covenant.
- (dd) The Grantee agrees to obtain from any subsequent purchaser or transferee a covenant to observe the Covenants herein set forth, including this clause.
- (ee) Wherever the consent of the Grantor is required, it shall not be unreasonably withheld.

END OF COVENANTS

**Established in 2006 and remaining in force, as above, as at March 2019
Review registered copies for accuracy.**



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