

Form 62

APPLICATION FOR CONDITION OR COVENANT ON A TRANSFER

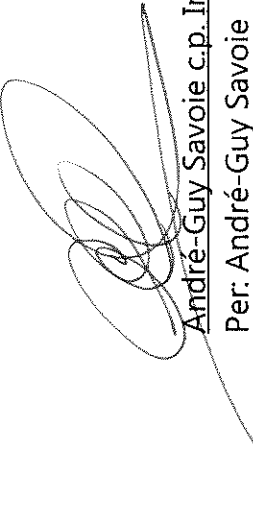
Land Titles Act, S.N.B. 1981, c.L-1.1, s.48.1

Applicant: 637292 N.B. LTD.
c/o André-Guy Savoie c.p. Inc.
654 Malenfant blvd. Suite 102
Dieppe, NB, E1A 5V8

Condition or Covenant: See Attached Schedule "E"

The applicant applies for the assignment of a number to the specified condition or covenant. A description of the parcel being benefited shall be included where it is required under subsection 20 (8) of N.B. Regulation 83-130 under the *Land Titles Act*.

Date: ¹⁴June 21 2023

Applicant: 637292 N.B. LTD.
By its agent, André-Guy Savoie
654 Malenfant blvd. Suite 102
Dieppe, NB, E1A 5V8

André-Guy Savoie c.p. Inc.
Per: André-Guy Savoie

Number assigned to the specified condition or covenant: C-1940

Registrar General of Land Titles

SCHEDULE "E"
RESTRICTIVE COVENANTS
DOMAINE BOREAL SUBDIVISION

1. The purchaser covenants not to construct any building within seventy five (75') feet of the boundary of a road or street nor within twenty-five (25') feet of any other boundary of any adjacent lot.
2. The purchaser covenants not to construct any buildings on the lot other than those to be used as a detached single family dwelling, a private garage, a garden tool shed, and other appropriate buildings for use in conjunction with such single family dwelling usage. No duplexes, semi-detached housing, or multiple unit housing is allowed.
3. The purchaser covenants that prior to construction, he shall submit his plot plan showing location of the house, driveway and septic field together with proposed elevations of such features and building plans to 637292 N.B. LTD. for approval as well as to all appropriate governmental authorities. The building(s) and improvements constructed on the lot shall be subject to the following construction requirements:
 - a) The house must be a minimum of 1400 square feet plus garage for a single storey and 1800 square feet plus garage for a two storey;
 - b) The house must have a garage;
 - c) All chimneys shall be of masonry construction or covered by a material which blends with the architectural design of the house;
 - d) No external buildings shall be constructed for the purposes of providing a heating system or water heating system to the main dwelling or detached garage. This would include but not be limited to items such as a "Wood Doctor" heating system or other similar systems;
 - e) The septic system will be constructed in a manner that it will blend with the natural contour and landscaping of the property;
 - f) The driveway must be constructed other than a straight driveway extending from the street to the house. A U shaped driveway or a driveway having various curves from the street to the house is acceptable.
 - g) All wires for public utilities (telephone, electricity and cable) shall enter the house from either side or the rear of the building and not from the front of the house. No wires for public utilities will be situated in front of the house. Wires for public utilities from the street to the sides or rear of the house will be installed along property lines.
4. The vendor shall have the right to convey to the Municipality or the other public authority any part of its remaining lands for park, recreational or other similar purpose, or roadways or for pipes or conduits for sewage, drainage, electricity and other municipal services.
5. The purchaser consents to the installation of wires and or anchors or other fastening devices on the purchaser's property which may be necessary for construction and maintenance of transmission of electricity, telephone and other public services to the residences of the area.
6. No signs, billboards, notices or other advertising matter of any kind (except signs of the size and type ordinarily employed by real estate brokers in the area, offering the said lands for sale or rent) shall be placed on any part of the said lands without the written consent of the developer.
7. No commercial vehicles larger than a service vehicle shall be parked or placed on any building lot.
8. No major repairs to any motor vehicle shall be effected save within a wholly enclosed garage.

9. Home must be site built (no prefab or modular homes permitted).
10. The purchaser covenants that no excavation shall be made on the lands except for the purpose of building or for the improvement of the gardens or grounds thereof and no building waste or any other material shall be dumped on the said lands and no material shall be stored on the said lands with the exception of materials required for building or grading.
11. The purchaser covenants that no house trailers, mobile homes or temporary building shall be brought on the land.
12. The purchaser covenants that the land shall not be subdivided.
13. The purchaser covenants to proceed with all reasonable diligence in the completion of the construction of his home and the completion of landscaping of his lot, upon commencement of such activity. As a guide, the residence should be entirely closed in and totally finished on the exterior within six months of the start of construction.
14. 637292 N.B. LTD. retains the option to buy back the lot at original price, less Realtor fees and legal fees should original Purchasers not commence house construction within three years of date of purchase.
15. No building erected on the said lands shall be used for the purpose of any profession, trade, employment, service, manufacturer, special care home or any business of any description that will create additional vehicle traffic, or cause the creation of pollutants, fumes, odors or exhaust, or in any way create a danger of the residents. The primary purpose of any structure shall be for use as a private residence for the use of a family unit.
16. All covenants and conditions outlined herein shall run with the land and such provisions shall be incorporated in any future deeds of conveyance.
17. The transferee hereby acknowledges that the lands described herein presently is not serviced for water and or sewer services.
18. The purchaser covenants not to keep cattle, hogs, horses, poultry, or other stock or animals, other than household pets normally permitted in suburban single family dwelling usage area. The breeding of pets or animals for sale shall not be carried on upon the said premises.
19. The transferee covenants that he will not interfere with the natural flow of drainage on the land nor with the existing artificial drainage for surface water on the land, so as to prevent any damage or flooding of adjacent lands.
20. No living tree greater than 3 inches in diameter shall be cut down or removed from the said lands other than those standing within an area to be excavated for the erection of a building thereon without the consent in writing of the Grantor or its successors.
21. Notwithstanding restrictions contained herein as to the size and location of a garage, outbuildings commonly referred as "baby barns" shall be permitted on the lot provided it does not exceed 250 square feet in size and is covered with the same exterior finish as the dwelling house.
22. No development or clearing of any kind shall be made within the area shown on the plan as "30 metre WIDE AREA SUBJECT TO REGULATION 90-80 UNDER THE CLEAN WATER ACT" without prior approval from the requisite authorities.
23. The vendor may alter, waive or modify any of the foregoing building and other restrictions.
24. Closed loop and open loop earth energy heat pump systems using drilled wells are prohibited.

25. The transferee for themselves, their heirs, executors, administrators, successors and assigns, in consideration of the premises and the sum of \$1.00 now paid to the said transferee by the transferor, the receipt thereof being hereby acknowledged covenants, agrees to and with the said transferor that they will keep and observe the said restrictive covenants and that in every conveyance made by the transferee of the lands hereby conveyed, or any portion or portions thereof, there shall be inserted a like covenant, or others to the same effect, requiring all persons or other hereinafter holding or claiming under the said transferee, their heirs, executors, administrators and assigns to keep and observe the said express conditions and restrictions and each and every one of them. These covenants shall attach to and be considered a benefit to all parcels of land situated within the development