

IN THE MATTER OF THE LAND TITLES ACT, RSA 2000, c. L-4,
AND AMENDMENTS THERETO;

AND IN THE MATTER OF A RESTRICTIVE COVENANT MADE PURSUANT
TO THE PROVISIONS OF THE LAND TITLES ACT

RESTRICTIVE COVENANT

Bunker Enterprises Inc. ("**Bunker**") is the registered owner of an estate in fee simple, subject, however, to such reservations, exceptions and encumbrances as are notified on the existing Certificates of Title to those parcels of land legally described in Schedule "A" attached hereto, (the "**Lands**").

The said registered owner, desiring to maintain the general character of the Lands, does **HEREBY DECLARE**, establish, impose and annex to the Lands, and each of the lots comprising the Lands, the stipulations, restrictions and provisions hereinafter provided, such stipulations, restrictions and provisions to be enforced and to run with the Lands and to be binding on the owners of each of the lots comprising the Lands and all persons claiming under them. This covenant shall be binding upon and enure to the benefit of any person to whom the Lands, or any of the lots comprising the Lands, are conveyed such that the stipulations, reservations and provisions hereinafter described shall run with the Lands and each of the lots comprising the Lands. In order to provide that the Lands and each and every part thereof will be developed on a well planned and uniformed basis of high standards of appearance,

NOWHEREFORE Bunker annexes to and for the benefit of the Lands and each and every part thereof and for the common benefit of Bunker and of any and all buyers of the Lands and each portion thereto the following restrictions, conditions and covenants restrictive in nature, the benefits and burdens of such restrictions, conditions and covenants to run with the lands. The stipulations, restrictions and provisions are as follows:

1. The Lands and each of the lots comprising the Lands shall not be developed or used other than for single family residential purposes, and only in accordance with the development and architectural guidelines attached hereto as Schedule "B" and referred to as "Architectural and Construction Guidelines".
2. No application for a building permit shall be made regarding the Lands or each of the lots comprising the Lands unless and until the plans for construction have been approved in accordance with the Architectural and Construction Guidelines.

3. The owners of the Lands and each of the lots comprising the Lands shall not make any physical alterations to the Lands of any of the improvements thereon or allow the existence of any condition which is contrary to the Architectural and Construction Guidelines.

This covenant is in addition to the requirements of the municipal or other governmental authorities having jurisdiction in respect of the use of the Lands and nothing herein contained shall be construed as permitting or authorizing anything which is permitted, controlled or regulated by any statute, by-law, regulation or like enactment having the force of law.

This covenant shall be binding upon and enure to the benefit of any person to whom the Lands, or any of the lots comprising the Lands, are conveyed such that the stipulations, reservations and provisions hereinafter described shall run with the Lands and each of the lots comprising the Lands.

This covenant and the said stipulations, restrictions and provisions forming a part hereof, are subject and subordinate to any and all mortgage security registered or to be registered against the Lands or any of the lots comprising the Lands, and this covenant is deemed to be postponed in favour of the said mortgages.

IN WITNESS WHEREOF the undersigned, as agent and solicitor for the registered owner of the Lands, has set his/her hand and seal this 4th day of April, 2023.

BUNKER ENTERPRISES INC.

By its Agent & Solicitor, Prowse Chowne LLP

Per: _____


Baerach Anderson

SCHEDULE "B"

SITE PLANNING and ARCHITECTURAL REQUIREMENTS:

1. All land development and construction of residential property and adjacent outbuildings must adhere to the 2021 County of St. Paul Bylaws.
2. Follow setbacks, front, rear and sides of the property and septic system for the development of the dwelling as per the 2021 County of St. Paul Bylaws.
3. Re-subdividing of lots is not allowed.

RESIDENTIAL DWELLINGS:

1. The purchaser agrees to commence the construction of a residential dwelling within 60 months of the original purchase date from Bunker. This Restrictive Covenant passes on to any future landowner. Bunker may at its own discretion give an extension of time to the purchaser.
2. The exterior of all buildings must be completed within 24 months of starting construction.
3. The residential dwelling must be a minimum of 1,200 sq. ft. if a bungalow and a minimum footprint of 1,000 sq. ft. for a 2-storey home, excluding any attached garage.
4. Residential dwelling shall consist of a conventional stick build or modular/manufactured home. The home cannot be more than twice as long as it is wide. Also, it must either have a basement or be placed on a concrete foundation. These homes must be less than 10 years old and meet the 2021 County of St. Paul Bylaws.
5. Outbuildings must match residential dwelling with regards to color, siding, roof pitch as per 2021 County of St. Paul Land Use Bylaws. Sea cans are not permitted unless the 2021 County of St. Paul Land Use Bylaws are strictly adhered to.

LANDSCAPING:

1. No lumber, grass, shrubs or tree clippings, plant waste, metals, bulk materials, scrap, refuse or trash shall be stored or allowed to accumulate on any portion of the property. Temporary storage must be within an enclosed structure or appropriately screened from view.

2. Properties must be well maintained, with regular mowing and weed control.

RECREATIONAL VEHICLES:

1. Storage of both operational and non-operational vehicles, RV's, Boats, etc., must follow 2021 County of St. Paul Land Use Bylaws.