

Form 62

APPLICATION FOR CONDITION OR COVENANT ON A TRANSFER

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

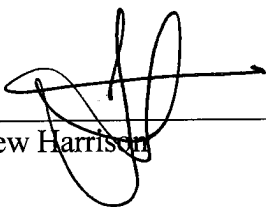
Applicant: Andrew Harrison
Law Office of Andrew Harrison
239 Water Street
Saint Andrews, NB E5B 1B3

Condition or Covenant: Schedule E - see attached

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

Date: April 30, 2013

Applicant:



Andrew Harrison

Number assigned to the specified condition or covenant:

C-1094

Registrar General of Land Titles: _____

SCHEDULE "E"

Declaration of Covenants, Conditions & Restrictions

Stoneridge is a private residential community being developed by Stoneridge Development Limited (the "Transferor") that has been designed to complement the natural beauty and characteristics of the land. The average lot is over 3 acres and some run 4, 5, and even 6 acres to minimize each homeowner's impact on the land and their neighbors; and to help preserve this spectacular setting. The purpose of these covenants is to help ensure that the integrity, desirability, and beauty Stoneridge endures. The covenants will also help ensure each homeowner's property value is not compromised but, rather, significantly enhanced over time. With these covenants each owner will be bound to Stoneridge's plan to protect this extensive natural environment and create a beautiful neighborhood.

Each lot owner agrees to observe and comply with these covenants, conditions and restrictions. They are for the mutual benefit and protection of the owners, present and future of the parcels on this property. The burden of these covenants shall run with the lands and shall be binding upon all persons having or acquiring any right, title or interest in the property, or any portion thereof, and shall inure to the benefit of the heirs, executors, administrators, representatives, successors and assigns of the parties.

It is the responsibility of each Stoneridge homeowner to strictly abide by the laws of the Province regarding construction, improvements and use of their land and to obtain proper permits for same if they are so required.

Restrictive Covenants

1. The lands shall be used for private residential purposes only. No residence shall be used for any purpose other than that of a private dwelling for a single family, notwithstanding any municipal by-law or regulation permitting the same.
2. No main building other than a single-family dwelling may be constructed on each lot and no more than one secondary detached building, such as a garage or storage facility, may be erected on any one lot.
3. No dwelling shall be erected on the said lands without a minimum area of heated floor space used as living area of one thousand five hundred, (1,500) square feet excluding any basement, garage, patio, and porch or like part of the dwelling.
4. The lands or any building erected thereon shall not at any time be used for the purpose of any profession, trade, or business of any description, nor as a school, hospital or other charitable institution, nor as a hotel, apartment house, duplex, boarding or lodging house or place of public resort. With the express consent of the Transferor exceptions to this clause may be made in cases of professionals whose business does not require their clients to attend at the lands or buildings thereon for purposes related to the business. No retail outlet of any nature will be allowed.
5. All buildings constructed on the property shall have a minimum setback of seventy-five (75) feet from the road and there shall be no building of any kind within twenty-five (25) feet of the property boundary lines except in exceptional circumstances and then only with the express written consent of the Transferor.
6. The plans and specifications, including exterior finishes, colours and materials of all proposed buildings and landscape design must be submitted to and approved by the Transferor prior to the commencement of construction. The exterior of the building must be completed within one year after the commencement of construction. Architectural designs that complement the existing natural terrain are encouraged.
7. No prefabricated or manufactured homes shall be placed on the property without prior written approval from the Transferor.
8. The nature, location, colour, material and height of any proposed perimeter including a fence, gate, wall, post, hedge or other structure shall be approved by the Transferor.

9. Any alteration, addition or change affecting the exterior appearance of a dwelling, fence, gate, wall, post, hedge or other structure shall be approved by the Transferor.
10. Only excavation of the lands for the purpose of building on the same at the time of the commencement of such building or for the purpose of landscaping shall be permitted. No soil, sand or gravel shall be removed from the said lands except with the prior written permission of the Transferor. Excavations shall only be exposed for a minimum length of time, piles of fill will be protected against erosion and disturbed surfaces shall be promptly finished to avoid the silting of any watercourse. All construction techniques shall be so designed and implemented as to prevent the silting or pollution of any watercourse.
11. The lands shall not be re-graded in such a manner as to block or impede any watercourse or swale, including new watercourses resulting from road construction and culverts. The lands shall not be re-graded in such a manner as to cause water to pond, run through or build up on any abutting property.
12. No living and viable healthy trees may be cut, killed or removed from any parcel except when necessary to allow for the construction of a dwelling or other building or to facilitate the development of lawns, gardens or the coastal views from the parcel. No trees six (6) inches in diameter or larger may be cut, killed or removed without express consent of the Transferor.
13. No refuse, building waste, car bodies, garbage, or obnoxious and unsightly materials of any kind may be dumped or stored on the property. No incinerator or other refuse-burning device may be built or maintained on the property. All trash and garbage shall be regularly removed from the property and not allowed to accumulate. The Corporation may require all homeowners to subscribe to a single trash pickup service.
14. The Transferee shall have their own well or other approved water source and septic tank or other approved waste disposal system. All water sources and waste disposal systems must comply with the standards set forth by the Province of New Brunswick.
15. Lawn equipment, garbage cans, woodpiles, clotheslines, satellite dishes and all other unsightly objects shall be located in such a manner as to conceal them from view of neighbouring properties and streets.
16. No mobile home, trailer, camper, recreation vehicle, boat or truck over one ton may be placed or parked outside on the property in view from the road or other property for a period of more than two weeks in any one calendar year.
17. No unregistered vehicle shall be kept on the lands except within a wholly enclosed garage. No major repairs to any vehicle shall be affected upon the lands except within a wholly enclosed garage.
18. Snowmobiles, ATVs or other off road motorized vehicles may be used only on the Transferee's private property. Excessively noisy vehicles are prohibited at all times.
19. No billboards or advertising structures are permitted on any lot except temporary real estate signage. House identification signs are permitted with written approval from the Transferor.
20. No animals other than regular household pets normally permitted in private homes shall be kept on the lands and no breeding of pets or livestock shall be carried out on the lands. It shall be the responsibility of the owner to maintain the pets, lands, kennels, etc in such a manner as not to be offensive.
21. No part of the lands shall be conveyed, subdivided, alienated, leased or otherwise disposed of, or subdivided save in conjunction with the entire parcel. Should a realignment of boundaries be deemed desirable and not in conflict with the intent of this section, the express written approval of the Transferor must be obtained and the Transferor must indicate this approval by signing an amended subdivision plan.

22. The lands or any portion thereof shall not at anytime be used for the purpose of permitting access to any other lands whether now owned by the Transferor or otherwise, and no right of way or right of use to any road or common area is transferable or assignable by the Transferee to a third party. This clause is not intended to prevent the Transferee from selling all the lands and all the rights pertaining thereto to a purchaser, but the Transferee shall not be entitled to reserve or retain any right or privilege in or to the lands at the time of such sale.
23. The Transferee shall contribute an amount equal to his proportional share (based upon the number of lots in the development) of the cost of upkeep and maintenance, including snow removal of all roads, trails, rights of ways and common areas to which all land owners have access.
24. The Transferor may convey title to all roads, rights of ways and common areas (collectively referred to as "Common Areas") together with the rights of the Transferor under all of these restrictive covenants to a body corporate ("Corporation") incorporated for the purpose of maintaining the Common Areas. The Corporation and the Transferee, their heirs, executors, administrators, successors and assigns will uphold all of the restrictive covenants contained herein including this clause. The Transferee covenants and agrees to become a member or shareholder of the Corporation.
25. Wherever the consent of the Transferor is required it shall not be unreasonably withheld.
26. The restrictive covenants herein contained are severable and the invalidity or unenforceability of any covenant shall not affect the validity or enforceability of any other restrictive covenant.
27. The Transferor may alter, waive or modify any of the foregoing restrictive covenants provided the substance of the restrictive covenant remains the same.
28. These restrictive covenants are for the mutual benefit of all of the lots in the Landmark Estates Subdivision 96-1. The burden of these restrictive covenants shall run with the lands and shall ensure to the benefit of and be binding upon the Transferee and the Transferor, their respective heirs, executors, administrators, successors and assigns. These restrictive covenants shall be binding upon all occupants, guests and tenants of the Transferee upon the lands.
29. The Transferee agrees to obtain from any subsequent purchaser or transferee a covenant to observe the restrictive covenants set out herein, including this clause and these restrictive covenants are to run with the lands.
30. The restrictive covenants are to be read with all changes in gender and number required by the context.