

Dated this 31st day of May, 2021

RESTRICTIVE COVENANT

**LOT OWNERS AGREEMENT
PLAN 16M-62
COUNTY OF GREY**

B E T W E E N

MKCK HOLDINGS INC.
(hereinafter “the ADeveloper@”)

-and-

LOT OWNERS (as defined herein)
(hereinafter “the Lot Owners”)

WHEREAS the Developer is the registered owner of all of the lots in Plan 16M-62(Athe Plan@), more particularly described herein in Schedule A.

AND WHEREAS the Developer will sell parcels in that Plan to interested persons;

AND WHEREAS the Developer is entering into this Agreement to provide;

(a) rights in favour of the Developer and to place restrictions on all owners of parcels (hereinafter called ALot Owners@ of ALot Owner@ as the case may be) on the Plan;

(b) restriction for the use of the four lots being Lots 1 - 4, Plan 16M-62 and other matters relating to them, on the express understanding that, as applicable, this agreement shall constitute an agreement between each Lot Owner individually as well;

AND WHEREAS the term Alot@ shall mean the individual parcel or parcels, as the case may be, owned by the Lot Owner.

THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein (the receipt and sufficiency of which are hereby each acknowledged) the parties covenant and agree with the other as follows:

1. Common Facilities and Easements Benefitting Lots & Blocks:

- (a) The Developer has conveyed title to Grey Common Elements Corporation No. 123 to maintain Common Facilities and services in the Plan consisting of the lands owned by that Corporation.
- (b) All Lot Owners will have an undivided common interest in the said common elements.

2. Grade: The Lot Owners abutting the Common facilities shall not alter the grades of their lot in a manner which might adversely affect the drainage of the Common Facilities, in default of which the Developer may enter on such lot and rectify such grading at the Lot Owner=s Expense. In the event such rectification is required, the costs of same shall be considered a Special Expense allocable to the Lot Owner responsible and paid for by said lot owner.

3. Either of Lots 1 or 2: Whereas the intended owner of Lots 1 and 2 wishes to merge Lots 1 and 2, Plan 16M-62 and construct one single family residence that will occupy a portion of Lots 1 and 2 in that event neither of Lots 1 or 2 thereafter shall be capable of supporting a separate and singular residence on each lot. Other than the combining of Lots 1 and 2 for the purposes of

the single building permit for the said residence the owner will comply with all of the laws and regulations save and except the necessary usual side yard setbacks as would be applicable to individual residential structures on each of lots 1 and 2 and any other adjustments that the Town agrees to in order to accommodate the single residence to be built on the intended merger of Lots 1 and 2.

4. Owner=s Covenants:

The owner of Lots 1 and 2 acknowledges, agrees and covenants that he will not enter into an Agreement to sell, lease or convey either of Lots 1 or 2 or any portion thereof, separately, and neither Lot 1 nor Lot 2 can be separately conveyed without the consent of the Town of The Blue Mountains. A single conveyance of Lots 1 and 2 is allowed without said consent.

5. Ongoing Personal Liability for Assessments:

(a) No Lot Owner shall sell, transfer, assign or lease or otherwise dispose of an interest in a lot or block in the Plan unless such Lot Owner has first provided the purchaser, transferor, assignee or lessee a copy of these restrictions.

(b) Furthermore, in the event that a Lot Owner sells, transfers, assigns, leases, or otherwise disposes of an interest, in a lot in the Plan without having first provided the Developer with the form signed by the purchaser, transferee, assignee or lessee, the Lot Owner (or former Lot Owner, as the case may be) shall continue to be personally liable to the Developer for all Assessments until such time as the Lot Owner does provide to the Developer the form(Schedule B) signed by the purchaser, transferee, assignee or lessee, or the new purchaser, transferee, assignee or lessee signs a Lot Owners Agreement directly with the Developer.

6. Binding Effect: The covenants, easements, restrictions, rights of way and other rights reserved herein (hereinafter referred to in this agreement as covenants) shall run with the lands described herein and shall be binding upon and for the benefit of the Developer and Lot Owners and their respective successors and assigns. For added certainty that the covenants shall run with the lands and be binding on successors and assigns; without limiting the generality of the foregoing, the parties confirm that the covenants constitute a building scheme. The Developer or Lot Owner(s) from time to time may move to enforce said covenants, easements, restrictions, rights of way and other rights reserved herein, before any court of competent jurisdiction as against any person, individual and/or Lot Owner who is in breach thereof and shall be entitled to all remedies for the purpose of enforcing the same and any person and/or Lot owner found to be in breach of said covenants, easements, restriction, rights of way and other rights reserved herein, shall, in addition to any order of the court remedying the breach, be liable for costs of the action on a solicitor and client basis.

7. Amendments to this Agreement:

(a) No amendments of this agreement may be registered without the written consent of the Town of The Blue Mountains. Any enforcement applications shall be served upon the Town.

(b) Prior to or simultaneous with the seeking of a consent to amend these restrictions the Town of the Blue Mountains shall be notified in writing of the proposed amendment.

8. Reciprocal Benefit and Burden: The Lot Owners hereby expressly declare their mutual intention that the principles of reciprocal benefit and burden shall apply to their relationship, and as such, it is hereby acknowledged and agreed that each of the rights, privileges, restrictions and covenants hereinbefore set forth establishes a basis for the subdivision control provisions and the mutual/reciprocal use and enjoyment intended to be used and enjoyed by the Lot Owners. As an integral and material consideration for the continuing right to use and enjoyment by the Lot Owners of such rights and privileges, each of the parties hereto and their respective successors and assigns hereby accepts and agrees to assume the burdens and obligations imposed upon them by virtue of this Agreement.

9. Severability: If any section herein, part of a section, easement, restriction, right of way, term

covenant or condition of the Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such section, part of a section, easement, restriction, right of way, term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each section, part of a section, easement, restriction, right of way, term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

10.

- (a) These covenants shall expire on the 365th day of the 99th year following registration of this documents upon the title to the lands herein described and shall not be released, terminated or deleted without the consent of the owners of said Lots 1, 2, 3 and 4 and the Town of The Blue Mountains.
- (b) The restriction in Paragraph 4 shall become null and void in the event in the future the Town of Blue Mountains deems said lots not to be part of a Subdivision Plan under s. 50(4) of the Planning Act.

11. Interpretation: this Agreement shall be read with all changes of gender or number required by the context.

12. Headings: The headings in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Agreement or the intent of any provision herein.

MKCK HOLDINGS INC. (Developer)
per:

Printed Name: WILLIAM KURTIN
Title: President
I have authority to bind the Corporation

Owner Lot 1

Printed Name: _____

Owner Lot 2

Printed Name: _____

Owner Lot 3

Printed Name: _____

Owner Lot 4

Printed Name: _____

SCHEDULE A

Parcels of Tied Lands

Lot 1, Plan 16M-62
PIN 37309-0622(LT)

Lot 2, Plan 16M-62
PIN 37309-0623(LT)

Lot 3, Plan 16M-62
PIN 37309-0624(LT)

Lot 4 Plan 16M-62
PIN 37309-0625(LT)

In my opinion each parcel of tied land in this Schedule will, upon the registration of the declaration and description, be capable of being individually conveyed, or otherwise dealt with, without contravening Section 50 of the Planning Act.

VICTOR L. VANDERGUST

Barrister & Solicitor, and duly authorized representative of
MKCK HOLDINGS INC.

SCHEDULE B