

CONSENT TO CHARGE

THAT, WITH REGARD TO the lands described in PIN **07028-ZZZZ LT**, known municipally as **ADDRESS**, Burlington, Ontario, Cedar Springs Community.

SUCH PROPERTY BEING SUBJECT TO A GENERAL BUILDING SCHEME being certain building and other restrictions, terms, covenants, and conditions set out in an agreement dated the 9th day of July, 1932, between certain property owners of the "Cedar Springs" (being the lands comprising Plans 224 and 225, City of Burlington), the late William Delos Flatt and Cedar Springs Community Club (the "GENERAL BUILDING SCHEME"), which agreement is registered in the Registry Office for the Registry Division of Halton in Book A2 for Nelson on the 29th day of June, 1933, as Number 15681 and which agreement has been extended by Notice of Claim dated May 4, 1979 and registered May 7, 1979 as Number 501408 as explained by Statutory Declaration dated the 14th day of June, 1979 and deposited on the 18th day of June, 1979 as Number 503936.

AND, WHEREAS the Chargor(s) herein are members of Cedar Springs Community Club, being the Association incorporated under the laws of the Province of Ontario, pursuant to the requirements of Paragraph 5 of the General Building Scheme (being Instrument Number 15681 (Nelson A2)), and being the registered owner of: Part of Lots 6 and 7, in the Second Concession, New Survey, as in Instruments NU15680 and 161204; Lots 97, 98 and 101 - 110, inclusive, Plan 225; and, Part Lots 99 and 100, Plan 225 as in Instrument 154130, all in the City of Burlington, formerly the Township of Nelson, being the lands described in Property Identifier Number (PIN) 07208-0138 (LT).

AND, WITH REGARD TO an application by the Chargor(s) herein, as members of Cedar Springs Community Club, for its Consent to the registration of a Charge/Mortgage of Land, as against the lands described in PIN **07208-ZZZZ LT**, in favour of: **Mortgagor**, as Chargee/Mortgagee,

NOW THEREFORE,

Cedar Springs Community Club, an Association incorporated under the laws of the Province of Ontario, pursuant to the requirements of Paragraph 5 of an Agreement dated the 9th day of July 1932 and registered in the Registry Office for the Regional Municipality of Halton, on the 29th day of June 1933, as Instrument Number 15681 (Nelson A2), hereby gives its consent and approval to this Charge/Mortgage of Land, subject to and conditional upon the terms and conditions attached hereto whereby this Charge/Mortgage of Land, all schedules attached hereto and the Standard Charge terms incorporated by reference therein, are modified such that the terms and provisions of the Application to Annex Restrictive Covenants, entered on the Register for the Lands described in PIN **07208-ZZZZ LT**, as Instrument Number **HR#####**, and the terms and provisions of the CONSENT TO CONVEYANCE attached to the Transfer/Deed of Land, in favour of the Chargor(s), on the Register for the Lands described in PIN **07208-ZZZZ LT**, are incorporated herein and shall apply to this Charge/Mortgage of Land, mutatis mutandis.

DATED this day of , 2008

CEDAR SPRINGS COMMUNITY CLUB

per _____
Dale Jones, President

SCHEDULE OF AMENDMENTS TO CHARGE

THAT, WITH REGARD TO the lands described in PIN **07208-ZZZZ LT**, known municipally as **ADDRESS**, Burlington, Ontario, Cedar Springs Community;

SUCH PROPERTY BEING SUBJECT TO A GENERAL BUILDING SCHEME being certain building and other restrictions, terms, covenants, and conditions set out in an agreement dated the 9th day of July, 1932, between certain property owners of the "Cedar Springs" (being the lands comprising Plans 224 and 225, City of Burlington), the late William Delos Flatt and Cedar Springs Community Club (the "GENERAL BUILDING SCHEME"), which agreement is registered in the Registry Office for the Registry Division of Halton in Book A2 for Nelson on the 29th day of June, 1933, as Number 15681 and which agreement has been extended by Notice of Claim dated May 4, 1979 and registered May 7, 1979 as Number 501408 as explained by Statutory Declaration dated the 14th day of June, 1979 and deposited on the 18th day of June, 1979 as Number 503936;

AND, WHEREAS the Chargor(s) herein are members of Cedar Springs Community Club, being the Association incorporated under the laws of the Province of Ontario, pursuant to the requirements of Paragraph 5 of the General Building Scheme (being Instrument Number 15681 (Nelson A2)), and being the registered owner of: Part of Lots 6 and 7, in the Second Concession, New Survey, as in Instruments NU15680 and 161204; Lots 97, 98 and 101 - 110, inclusive, Plan 225; and, Part Lots 99 and 100, Plan 225 as in Instrument 154130, all in the City of Burlington, formerly the Township of Nelson, being the lands described in Property Identifier Number (PIN) 07208-0138 (LT);

AND, WITH REGARD TO an application by the Chargor(s) herein, as members of Cedar Springs Community Club, for its Consent to the registration of a Charge/Mortgage of Land, as against the lands described in PIN **07208-ZZZZ LT**, in favour of: **NAME OF CHARGE(S)**, as Chargee/Mortgagee;

NOW THEREFORE, this Charge/Mortgage of Land, all schedules attached hereto and the Standard Charge terms incorporated by reference therein, shall be subject to the following terms and conditions and shall be amended and read with all changes necessary to give effect to the said following terms, provisions and conditions, namely:

1. The Chargee shall be prohibited from exercising any rights of Foreclosure under the Charge.
2. No person or person(s) shall be entitled to go into possession of the charged lands, being the lands described in **PIN 07208-ZZZZ LT**, unless and until such person or person(s) has been approved by the Cedar Springs Community Club, in accordance with the terms and conditions of its by-laws and the provisions of Instrument 15681, noted above.
3. The terms and provisions of the Application to Annex Restrictive Covenants, entered on the Register for the Lands described in **PIN 07208-ZZZZ LT**, as Instrument Number **HR#####**, are incorporated herein and shall apply to this Charge/Mortgage of Land, mutatis mutandis.

4. The terms and provisions of the Consent to Conveyance attached to the Transfer/Deed of Land, registered in favour of the Chargor(s) on the Register for the Lands described in **PIN 07208-ZZZZ LT**, are incorporated herein and shall apply to this Charge/Mortgage of Land, mutatis mutandis.

5. No sale under any power of sale shall be permitted unless the Transferee(s) thereunder have been approved by the Cedar Springs Community Club, in accordance with the terms and conditions of its by-laws and the provisions of Instrument 15681, noted above, which approval includes, without limiting the generality of the foregoing:

i) requiring the written consent (Consent to Conveyance) of Cedar Springs Community Club to be attached to and form part of any Transfer/Deed of Land registered to give effect to such sale under any power of sale;

ii) requiring the Transferee(s) thereunder to execute a Consent to Conveyance substantially in the form of the Consent to Conveyance referred to in paragraph 4 above or in the form as then authorized by the bylaws of Cedar Springs Community Club, which Consent to Conveyance must form a part of the Transfer/Deed of Land registered to give effect to such sale under any power of sale;

iii) requiring the satisfying of any conditions properly imposed by the Cedar Springs Community Club, pursuant to the its by-laws and the provisions of Instrument 15681, noted above, as a condition of approving such Transferee(s) as member(s) of Cedar Springs Community Club;

iv) requiring the payment of the then current Initiation Fee of the Cedar Springs Community Club, which is acknowledged to be, as of the date of this Consent, \$20,000.00 plus G.S.T.; and

v) requiring the registration of an Application To Annex Restrictive Covenants under Section 118 of the Land Titles Act”, by the Purchaser under Power of Sale, immediately following the completion of the Power of Sale transaction, prohibiting any further registrations save and except with the Consent of Cedar Springs Community Club.

6. The Chargee/Mortgagee hereby acknowledges and confirms the receipt and review, by its solicitor(s), of: (i) a copy of the Consolidated By-laws of Cedar Springs Community Club; (ii) a copy of the current Rules and Regulations of Cedar Springs Community Club; (iii) a copy of the Restrictive Covenants referred to in paragraph 3 above; (iv) a copy of the Consent to Conveyance referred to in paragraph 4 above; and (v) a copy of the Application To Annex Restrictive Covenants under Section 118 of the Land Titles Act, referred to in subparagraph 5. v) above, all of which have been provided to the Chargee/Mortgagee by delivery to the Chargee/Mortgagee’s solicitor(s) and that the enforcement of this Charge/Mortgage and any Sale Under Power of Sale are subject to the provisions of same. In further consideration of Cedar Springs Community Club consenting to the registration of this Charge/Mortgage of Land, the Chargee/Mortgagee hereby covenants and agrees, for itself and its successors and assigns, that it will take no action to contest or otherwise attack the validity of the said By-laws, Rules and Regulations, Restrictive Covenants or Consent to Conveyance and/or of Instrument Number 15681 (Nelson A2).

7. The Chargee/Mortgagee hereby further acknowledges and confirms that the provisions of Instrument 15681 (Nelson A2) and the above noted Covenant of Purchaser(s) provide that any membership fees or annual dues, levied by Cedar Springs Community Club, “shall constitute a lien or charge upon the lands enforceable in the same manner and by the same proceedings as nearly as may be as in the case of a charge in favour of the crown” and that the Chargor/Mortgagor has granted a lien, enforceable in the same manner and by the same proceedings as nearly as may be as in the case of a charge in favour of the crown, and has charged the lands described in PIN **07208-ZZZZ LT**, in favour of Cedar Springs Community Club, both as continuing security for the due payment of all fees and dues payable to Cedar Springs Community Club, from time to time, together with interest chargeable thereon at the rate(s) determined by the By-law(s) of Cedar Springs Community Club, and has further agreed to execute and deliver, from time to time as and when requested by Cedar Springs Community Club, such further and other documents and/or assurances as may be necessary to give effect such lien and charge. The Chargee/Mortgagee hereby confirms and agrees that this Charge/Mortgage of Land is subordinate to the said Charge and any lien or liens levied by Cedar Springs Community Club as against the lands secured by this Charge/Mortgage of Land and hereby postpones this Charge/Mortgage of Land in favour the said Charge and any such lien or liens now or hereafter arising in favour of Cedar Springs Community Club.

8. The Chargee/Mortgagee hereby further acknowledges and confirms that the Chargor(s) is required to register, unless previously registered and continuing to be in effect, immediately following the registration of this Charge/Mortgage of Land, in favour of Cedar Springs Community Club, an Application To Annex Restrictive Covenants, under Section 118 of the Land Titles Act, prohibiting any further registrations on title save and except with the Consent of Cedar Springs Community Club. Further provided that the Chargee/Mortgagee hereby consents and agrees to the registration and/or continuation of the said Application To Annex Restrictive Covenants, under Section 118 of the Land Titles Act.

The Address for service of Cedar Springs Community Club is:

c/o Bryan D. Hackett
Hackett Simpson Tripodi LLP
Barristers & Solicitors
229 - 730 Yonge Street
Toronto, ON M4Y 2B7