

## CONSENT TO CONVEYANCE

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, WITH REGARD TO an application by the Transferee(s) herein for consent and approval of this conveyance and for membership in 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).

NOW THEREFORE in consideration of the consent and approval of this conveyance, granted herein by Cedar Springs Community Club, and in consideration of the covenants of the Transferee(s) herein contained and other good and valuable consideration, THE PARTIES HERETO AGREE as follows:

1. THAT, in consideration of being granted consent and approval of this conveyance and being or having previously been admitted for membership in the Cedar Springs Community Club, the Transferee(s) hereby covenant and irrevocably agree for and on behalf of ourselves, our heirs, executors, administrators and assigns, that we:

1.1 will abide by and submit ourselves to and perform all of the covenants, terms, obligations, restrictions and conditions set out in or contemplated by: (i) the said General Building Scheme, it being the intention of the Transferee(s) and the Cedar Springs Community Club that said General Building Scheme and all the terms and conditions therein contained shall be read and construed as covenants hereof to be performed and observed by the Transferee(s), their heirs, executors, administrators and assigns, excepting paragraph 6 of The Third Schedule of said General Building Scheme; (ii) the Rules, Regulations and By-laws of Cedar Springs Community Club, as adopted from time to time, which shall be final with no right of appeal other than those we have as members under the Cedar Springs Community Club By-laws; (iii) the Restrictive Covenants and Restrictions contained in an Application to Annex Restrictive Covenants S.119 registered as Instrument No. **HR####**; and (iv) the Restrictive Covenants and Restrictions contained in any other application to Annex Restrictive Covenants S.119 subsequently registered, against the lands described in

**PIN 07208-ZZZZ LT**, in favour of or for the benefit of Cedar Springs Community Club, whether in substitution for or in addition to the Restrictive Covenants and Restrictions contained in Instrument No. **HR#####**; and

1.2 will promptly pay and satisfy, as and when the same is demanded by Cedar Springs Community Club, all membership fees and dues fixed and/or determined by Cedar Springs Community Club, for the carrying out or performance of any of the objects or purposes of Cedar Springs Community Club, or otherwise imposed upon the owner(s)/transferee(s) of the lands described in **PIN 07208-ZZZZ LT**, in accordance with the restrictions, terms and conditions set out in the By-law(s) of Cedar Springs Community Club, as adopted and interpreted from time to time, by the Board of Directors of the Cedar Springs Community Club; and

1.3 hereby grants 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 hereby charges 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, as outlined above, together with interest chargeable thereon at the rate(s) determined by the By-law(s) of Cedar Springs Community Club, and further agrees 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 hereto.

2. In consideration of the Transferee(s) covenants and agreements set out above, Cedar Springs Community Club hereby:

2.1 gives its consent and approval to this conveyance being a Transfer/Deed of Land from **Vendor to Purchaser**; and

2.2 confirms its consent to all prior registered Transfers/Deeds of Land registered as against the lands described in **PIN 07208-ZZZZ LT** since and after the registration of Instrument Number 15681 (Nelson A2); and

2.3 confirms that the restrictions, covenants and obligations contained in:

- (i) Instrument 15681 (Nelson A2), as 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
- (ii) an Application to Annex Restrictive Covenants, S.119, registered as Instrument Number **HR#####**; are hereby continued.

3. This Agreement may be executed in several counterparts, each of which so executed shall be deemed an original, and all of which constitute one and the same Agreement.

4. In the event that all or any part of the lands, now described in **PIN 07208-ZZZZ LT**, are hereinafter re-described under a new or different Property Identifier Number(s) (the "New PIN(s)"), whether by reason of severance of a portion of the lands, now described in **PIN 07208-ZZZZ LT**, or the merging with abutting lands, all of the covenants, agreements, consents and confirmations, set out above, shall continue to be binding upon the parties hereto and their heirs, executors, administrators and assigns, and shall continued to bind the lands described in the New PIN(s) as well as any remainder lands described in **PIN 07208-ZZZZ LT** or any successor Property Identifier Number(s) substituted therefore.

In witness whereof the Transferee(s) have executed this Consent to Conveyance and made the above noted covenants and agreements this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Signed under seal in the presence of:

\_\_\_\_\_  
Witness: **Purchaser** Transferee/Member

\_\_\_\_\_  
Witness: **Purchaser** Transferee/Member

The address for service of the Transferee(s) is:

In witness whereof the Cedar Springs Community Club has executed this Consent to Conveyance to confirm its consent and approval to this conveyance, being a Transfer/Deed of Land from **Vendor to Purchaser** this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

CEDAR SPRINGS COMMUNITY CLUB

per \_\_\_\_\_  
Dale Jones, President

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

**Consent of Cedar Springs Community Club Re: Section 118 Restrictions**

I, **Vendor's Solicitor**, solicitor for the Transferor, have obtained the consent of Cedar Springs Community Club for HRYYYY registered **[insert date of registration]** subject to the continuance of HRYYYY with respect to the lands to be transferred herein.