

Restrictive Covenants

To: The Land Registrar for the Land Titles Division of Halton (20) Milton

And To: Cedar Springs Community Club, being an Association incorporated, under the laws of the Province of Ontario, pursuant to the requirements of Paragraph 5 of Instrument Number 15681 (Nelson A2) (the "GENERAL BUILDING SCHEME", as defined below) and 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).

I/We, **VENDOR(S) NAMES**, the registered owner(s)/transferors(s) of the lands described in **PIN 07208-ZZZZ LT** and the Applicant(s) herein, hereby apply to enter on the Register the restrictive covenants set out below:

1. No buildings or other structures, erected on the lands described in **PIN 07208-ZZZZ LT**, nor the said lands, shall be used or occupied by any person or persons other than in accordance with the building and other restrictions, terms 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.
2. No buildings or other structures, erected on the lands described in **PIN 07208-ZZZZ LT**, nor the said lands, shall be used or occupied by any person or persons: (i) as a permanent or year-round residence; (ii) other than for summer seasonal recreational purposes; and (iii) other than in accordance with the restrictions, terms and conditions set out in the By-law(s) of Cedar Springs Community Club, adopted and/or interpreted from time to time, by the Board of Directors of the Cedar Springs Community Club.
3. For the purpose of the interpretation of the restriction, regarding summer seasonal recreational use, set out in paragraph 2 above, and without limiting the generality of any of the restrictions herein contained, during the period from November 1st up to and including May 1st in each successive year (the "off-season"), no buildings or other structures, erected on the lands described in **PIN 07208-ZZZZ LT**, or the said lands, shall be used or occupied by any person or persons:
 - (a) other than for recreational use on occasional weekends and statutory holidays; or
 - (b) as his, her or their: (i) domicile; or (ii) primary residence; or (iii) permanent residence; or (iv) year-round residence; or (v) full-time residence; or (vi) only residence,

without the prior written consent of the Board of Directors, of Cedar Springs Community Club which must be obtained in advance on a per occurrence basis or pursuant to a general resolution of the Board of Directors, of Cedar Springs Community Club.

4. No buildings or other structures, erected on the lands described in **PIN 07208-ZZZZ LT**, nor the said lands, shall be used or occupied by any person or persons for any summer seasonal recreational or recreational cottage purposes or any other purpose, whatsoever, unless the registered owner(s)/transferee(s) of the lands described in **PIN 07208-ZZZZ LT**: (i) has first become and is/are, at all such times, member(s), in good standing, of Cedar Springs Community Club; (ii) at all times, faithfully observes and complies with the rules, resolutions and by-laws regularly passed and/or adopted from time to time by Cedar Springs Community Club; and (iii) has promptly paid and satisfied, 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), rules and regulations of Cedar Springs Community Club, adopted and/or interpreted from time to time, by the Board of Directors of the Cedar Springs Community Club.
5. No buildings or other structures, erected on the lands described in **PIN 07208-ZZZZ LT**, nor the said lands, shall be used or occupied by any person or persons as a permanent or year-round residence or other than for recreational cottage purposes as provided for by the City of Burlington Official Plan.
6. No Transfer of the lands described in **PIN 07208-ZZZZ LT** shall be registered: without the consent of Cedar Springs Community Club; and, other than in accordance with the restrictions, terms and conditions set out in the By-law(s), rules and regulations of Cedar Springs Community Club, adopted and/or interpreted from time to time, by the Board of Directors of the Cedar Springs Community Club.
7. No Charge, Lease or Notice of Lease of the lands described in **PIN 07208-ZZZZ LT** shall be created and/or registered: without the consent of Cedar Springs Community Club; and, other than in accordance with the restrictions, terms and conditions set out in the By-law(s), rules and regulations of Cedar Springs Community Club, adopted and/or interpreted from time to time, by the Board of Directors of the Cedar Springs Community Club.
8. No buildings or other structures shall be erected, renovated, modified, demolished or expanded on the lands described in **PIN 07208-ZZZZ LT**:
 - (a) without the prior written consent of Cedar Springs Community Club;
 - (b) other than in accordance with plans and elevations as have been approved in writing by Cedar Springs Community Club;
 - (c) which are not rustic in nature and in keeping with those already constructed on the lands in Cedar Springs; and

- (d) other than in accordance with the restrictions, terms and conditions set out in the By-law(s), rules and regulations of Cedar Springs Community Club, adopted and/or interpreted from time to time, by the Board of Directors of the Cedar Springs Community Club.
9. No buildings or other structures, erected on the lands described in **PIN 07208-ZZZZ LT**, nor the said lands, shall be used or occupied by any person or persons:
- (a) for the purpose of carrying on any trade or business; or
 - (b) in such a manner which is a nuisance or annoyance to the owners or occupiers of any of the lands in Cedar Springs or any of the lands belonging to Cedar Springs Community Club,
- without the prior written consent of the Board of Directors, of Cedar Springs Community Club which must be obtained in advance on a per occurrence basis or pursuant to a general resolution of the Board of Directors, of Cedar Springs Community Club.
10. There shall not be erected, on the lands described in **PIN 07208-ZZZZ LT**, more than one dwelling house, with or without garage.
11. Other than the dwelling house, designated pursuant to paragraph 15 (a) hereof, no other detached structure, on the lands described in **PIN 07208-ZZZZ LT**, shall be modified, improved, renovated or reconfigured such that it becomes a dwelling house.
12. No garage, erected on the lands described in **PIN 07208-ZZZZ LT**, shall be used or occupied:
- (a) for sleeping/accommodation purposes; or
 - (b) other than in accordance with the restrictions, terms and conditions set out in the By-law(s), rules and regulations of Cedar Springs Community Club, as adopted and/or interpreted from time to time, by the Board of Directors of the Cedar Springs Community Club.
13. No building or other structure erected on the lands described in **PIN 07208-ZZZZ LT** shall be used or occupied or rented or leased:
- (a) separately from any other such building(s) or structure(s), on said lands; or
 - (b) other than as an ancillary and/or integral part of the dwelling house erected on said lands; or
 - (c) other than in accordance with the restrictions, terms and conditions set out in the By-law(s), rules and regulations of the Cedar Springs Community Club, as adopted and/or interpreted from time to time, by the Board of Directors of the Cedar Springs Community Club.

14. No buildings or other structures, erected on the lands described in **PIN 07208-ZZZZ LT**, nor the said lands, shall be used or occupied for/during any period of time:
 - (a) by any person other than by either but not both of: (i) the permitted/authorized occupants of said lands together with his(their) guests; or (ii) the Tenant of said lands/structures together with his(their) guests; or
 - (b) contemporaneously by the permitted/authorized occupants of said lands and a Tenant of said lands; or
 - (c) other than in accordance with the restrictions, terms and conditions set out in the By-law(s), rules and regulations of the Cedar Springs Community Club, as adopted and/or interpreted from time to time, by the Board of Directors of the Cedar Springs Community Club.

15. For the purpose of the interpretation of the restrictions set out in paragraphs 8, 10, 11, 13 and 14 above, and without limiting the generality of any of the restrictions herein contained:
 - (a) where there are constructed or erected, on the lands described in **PIN 07208-ZZZZ LT**, more than one structure capable of being used or occupied for sleeping or habitation purposes, the designation of which of such structures is the permitted dwelling house (pursuant to the prohibitions and restrictions contained in paragraph 10 above and/or the General Building Scheme) shall be made by the Board of Directors of Cedar Springs Community Club;
 - (b) “dwelling house” shall have the meaning as set out in the By-law(s), rules and regulations of the Cedar Springs Community Club, as adopted and/or interpreted from time to time, by the Board of Directors of the Cedar Springs Community Club or, failing there being such a definition in the By-laws, rules or regulations, as defined by the Board of Directors of Cedar Springs Community Club;
 - (c) “guest” shall be a third party who is not required to seek to become a Tenant under the By-law(s), rules and regulations of the Cedar Springs Community Club, as adopted and/or interpreted from time to time, by the Board of Directors of the Cedar Springs Community Club or, failing there being such a definition in the By-laws, rules or regulations, as defined by the Board of Directors of Cedar Springs Community Club;
 - (d) “permitted/authorized occupants” shall include the owner(s)/transferee(s) and all other persons who are entitled to the privileges of membership of Cedar Springs Community Club, by reason of said owner(s)/transferee’(s) ownership of the lands described in **PIN 07208-ZZZZ LT** and said owner(s)/transferee(s) being a member of Cedar Springs Community Club;
 - (e) “Tenant” shall mean a third party who has obtained the right to occupy the structures, erected on the lands described in **PIN 07208-ZZZZ LT**, pursuant to a lease duly approved by the Board of Directors of the Cedar Springs Community Club.

