

## UNDERTAKING RE: SEPTIC REPAIR/REPLACEMENT

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 Undersigned herein for consent and approval of a conveyance of the lands described in **PIN 07208-ZZZZ LT** 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).

AND, WHEREAS, an inspection of the septic system serving the summer seasonal recreational dwelling erected on the lands described in **PIN 07208-ZZZZ LT**, has disclosed that the said septic system is in need of repair and/or replacement.

NOW THEREFORE in consideration of the consent and approval of the conveyance of the lands described in **PIN 07208-ZZZZ LT**, from **Vendor to Purchaser** and in consideration of the approval of **Purchaser** (the "Undersigned") for membership in Cedar Springs Community Club and other good and valuable consideration, **THE UNDERSIGNED HEREBY AGREE** as follows:

1. That the above recitals are true and correct.
2. That, within one (1) year next following the execution of this Undertaking, the Undersigned shall attend to and carry any and all necessary repairs and/or replacements to the said septic system so as to ensure that the said septic system is in good working order and repair and meets all applicable governmental regulations with respect thereto.

3. That, within one (1) year next following the execution of this Undertaking, the Undersigned shall provide a certificate, satisfactory to Cedar Springs Community Club acting reasonably, from a licensed septic installer or from the governmental agency overseeing and approving septic installations and/or repairs, as the case may be, confirming that all necessary repairs and/or replacements to the said septic system have been carried out, in a good and workmanlike manner, and that the septic system meets all applicable governmental regulations with respect thereto.
  
4. That: (i) failing the carrying out of all necessary repairs and/or replacements to the said septic system, so as to ensure that the said septic system is in good working order and repair and meets all applicable governmental regulations with respect thereto, or (ii) failing the delivery of a certificate, satisfactory to Cedar Springs Community Club acting reasonably, from a licensed septic installer or from the governmental agency overseeing and approving septic installations and/or repairs, as the case may be, confirming that all necessary repairs and/or replacements to the said septic system have been carried out, in a good and workmanlike manner and that the septic system meets all applicable governmental regulations with respect thereto, within one (1) year next following the execution of this Undertaking, the Undersigned shall automatically become and shall be deemed not to be member(s), in good standing, of Cedar Springs Community Club, pursuant to the By-law(s) of Cedar Springs Community Club.

In witness whereof the Undersigned have executed this Undertaking and made the above noted covenants and agreements this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Signed under seal in the presence of:

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Purchaser