

# CEDAR SPRINGS COMMUNITY CLUB

## Application for Membership and/or Consent for Transfer of a Property

### Current Registered Owner(s):

Lot No.: \_\_\_\_\_ Cedar Springs Property Address: \_\_\_\_\_

This property is designated by By-law 13 as: *(Circle one)*      Seasonal Recreational / Year Round

Name(s): \_\_\_\_\_

Residential Address: \_\_\_\_\_

Residential Phone: \_\_\_\_\_ Res. Fax: \_\_\_\_\_

### Proposed Registered Owner(s): *(Must be natural person(s) and not a company or trust. Any co-ownership must be Joint Tenancy and not Tenants in Common.)*

Name(s): \_\_\_\_\_

If joint owners, you may designate one name as the voting member: \_\_\_\_\_

Residential Address: \_\_\_\_\_

\_\_\_\_\_

Residential Phone: \_\_\_\_\_ Res. Fax: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Business Phone: \_\_\_\_\_ Bus. Fax: \_\_\_\_\_

Occupation: \_\_\_\_\_ Employer: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Names and Ages of Children: \_\_\_\_\_

\_\_\_\_\_

Club/Association/Lodge Memberships: \_\_\_\_\_

\_\_\_\_\_

### Character References (Members of CSCC if possible):

Name	Address	Phone
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

W.D. Flatt established Cedar Springs in the 1920's as a rustic summer camp community. In 1932, he gave the Club hundreds of acres of surrounding lands in exchange for an agreement to preserve the values of the community. To maintain this vision of a summer recreational community, Club members who have seasonal residential dwellings may not live at their properties during the period from November 1 to May 1 of the following year. Cottagers may make occasional recreational use of their properties during the winter months but they must clearly be living somewhere else, unless they have received prior approval on a per occurrence basis by the Board of Directors of the Club (including blanket Board approvals). To preserve the rustic nature of the Springs, members must also obtain Board approval for any construction on their lots. A Cedar Springs property may not be used to operate a business, be occupied by more than one family or be sold, rented or loaned to anyone without Board approval. Club dues are approximately \$3,000 annually (plus HST).

I/we understand that my request for transfer is conditional upon becoming a member of the Cedar Springs Community Club because the Flatt Agreement registered on title to the property requires it in order to purchase a property in the community. I/we understand that our acceptance for membership is conditional upon successful review by the Membership Committee, acceptance by the Board of Directors and additional undertakings and terms and conditions which the Board may require in consideration of granting me membership in the Club. I/we also understand that completion of this transfer is conditional upon: the vendor paying all unpaid dues and fees (including related interest charges) and receiving Board approval; and execution at closing of documents (including any mortgage) that are satisfactory to the Club. I/we agree to pay the Club's legal fees and disbursements in respect of this application and any transfer of the property.

In consideration of the Club granting membership and/or consent of transfer of a property, I/we agree to pay my annual membership and other fees and to abide by and be bound by the Flatt Agreement, Club by-laws approved by Club members and rules, regulations and directions established from time to time by the Club Board. In particular, in accordance with Article 7.03 of the Club's by-laws, I/we agree not to transfer, lease or charge this property in any way whatsoever without prior approval of the Board of Directors and, to that end, we agree to the registration from time to time of documents on title prohibiting same.

I/we hereby apply \_\_\_\_\_ (*enter tick mark*) for consent to a mortgage on this property.

**Enclosed** \_\_\_\_\_ (*enter tick mark*) is my Entrance Fee in the sum of \$20,000 (plus HST) made payable to Cedar Springs Community Club (to be returned in full without interest should the purchase not proceed). Under Article 4.01 of By-law 15, the Entrance Fee is due and payable upon execution of the Agreement of Purchase and Sale by the seller and the new purchaser and must accompany this form.

**Or**, I/we hereby apply \_\_\_\_\_ (*enter tick mark*) for a waiver of the Entrance Fee under Article 7 of By-law 15 (i.e. between Members and Immediate Family, including inter-generational transfers, transfers between spouses and for transfers to and from estates of deceased Members).

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Applicant's spouse

**Applicant's Real Estate Lawyer:**

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Club's Lawyer:** Bryan Hackett, 229-730 Yonge St, Toronto, M4Y 2B7;  
416 924-6220, Fax 416 924-6162; email: bryandhackett@mac.com