

THIS INDENTURE made the 9th day of July  
A.D. 1932.

BETWEEN :

The several persons who shall  
sign their names and affix  
their seals to this Indenture  
as the respective owners of  
the parcels of land set forth  
in Schedule One attached hereto  
(all of whom are hereinafter  
collectively referred to as  
"the Owners")

OF THE FIRST PART,

WILLIAM DELOS FLATT, of the  
City of Hamilton, in the County  
of Wentworth, Dealer in Real  
Estate, (hereinafter called  
"the Vendor")

OF THE SECOND PART,

--and--

CEDAR SPRINGS COMMUNITY CLUB,  
a corporation without share  
capital incorporated under the  
provisions of the Ontario  
Companies Act, (hereinafter  
called "the Corporation")

OF THE THIRD PART.

WHEREAS the Vendor being seized in fee simple of  
certain freehold lands situated in the Township of Nelson,  
County of Halton, laid out a part of said lands in lots for  
building purposes in manner shown by plans registered in the  
Registry Office for the Registry Division of the County of  
Halton as Numbers 224 and 225, which lots are described as  
parcels on plan marked "A" attached hereto.

AND WHEREAS the Vendor is also seized in fee simple of  
certain other freehold lands, being part of Lots  
8 in the Second Concession, New Survey, Township of Nelson,  
which lands adjoin the lands hereinbefore firstly recited,  
all of which lands and premises, including the said lots  
hereinafter referred to as "the Cedar Springs property"

AND WHEREAS the Vendor laid out part of the said  
lands in lots to the intent that each of the said lots should  
be part of an estate in fee simple according to a general

building scheme and that the owner or occupier for the time being of each such lot should be bound by the stipulations and restrictions contained herein and in Schedule Three attached hereto for the benefit and protection of the owner or occupier from time to time of every other of the said lots and the Vendor.

AND WHEREAS all of the lots according to the said plans 224 and 225 aforesaid, except Lots 97 to 110 both inclusive, are herein referred to as "the developed lands" and the remaining lands of what is known as "the Cedar Springs Property" are herein referred to as "lands in common" and are more particularly described in Schedule Two attached hereto and are shown outlined in red on said plan attached hereto, excepting that portion of the said lands shown on the said plan outlined in yellow.

AND WHEREAS some of the owners of the said lots have caused to be incorporated under the laws of the Province of Ontario a Company known as Cedar Springs Golf and Country Club Limited with the object, among others, of promoting and furthering the game of golf, and the said Vendor has by Indenture of Lease dated the 1st day of October, 1931, demised part of the lands in common to the said Company for a period of twenty years upon the terms and conditions more particularly set forth in said Indenture of Lease.

AND WHEREAS the Vendor has sold the majority of the said lots set forth in Schedule One attached hereto and the owners or purchasers of the said lots and the other parties hereto consider that it will be mutually beneficial to their respective interests to enter into and become bound by the stipulations and restrictions herein contained to the extent hereinafter appearing.

AND WHEREAS the said owners have with the approval and consent of the Vendor promoted and incorporated the Corporation under the laws of the Province of Ontario as a corporation without share capital and the Vendor has agreed to convey to

the said Corporation the lands in common described in Schedule Two attached hereto subject to the stipulations and restrictions herein mentioned.

NOW THEREFORE THIS INDENTURE WITNESSETH AS FOLLOWS:

1. The parties hereto hereby mutually covenant and agree each with the others and with each of them that the stipulations and restrictions set out in Schedule Three hereto shall apply to the whole of the lands set forth and described in Schedule One hereto (being the whole of the developed lands) as a general building scheme, and that no party hereto will do or permit to be done upon or in respect of the said lands or any part thereof any act or thing which would constitute in any way a breach or infringement of any such stipulation or restriction.

2. The foregoing covenants shall extend to and include the respective heirs, executors, administrators, successors and assigns of the parties hereto, and the burden and benefit of said covenants shall run with the said lands so that any person hereafter holding or claiming under any party hereto in respect of any part of the said lands shall be bound by the said stipulations and restrictions and shall also have the right to enforce the observance thereof to the intent that the said stipulations and restrictions shall constitute a general building scheme. Provided, however, that no person shall be liable under the said covenants except in respect of a breach or breaches thereof committed or continued during the time of his sole or joint ownership or possession of lands upon or in respect of which such breach or breaches shall have been committed.

3. The parties hereto covenant and agree each with the others and with each of them that all lots hereafter sold by them or any one of them shall be sold upon the terms that the purchaser thereof shall sign his name and affix his seal to a deed incorporating the stipulations and restrictions.

herein set forth.

4. The Vendor, in consideration of the premises, agrees to convey unto the said Corporation in fee simple the said lands in common more particularly set forth in Schedule Two hereto, subject to existing rights, easements and provision but no covenant or warranty on the part of the Vendor as to title or encumbrances shall be implied from this Indenture or anything herein contained.

5. The Owners covenant with every other of the Owners and also as a separate covenant with the Vendor and the Corporation and each of them that the right, title and interest of any of the owners in or to the lands and premises set forth in Schedule One attached hereto shall not be demised, leased, conveyed, transferred or alienated to any person or persons unless and until the written consent and approval of the Corporation has been first obtained to such demise, lease, conveyance, transfer or alienation, and unless and until such consent and approval is given in writing by the Corporation to such agreements purporting to demise, convey, transfer or alienate any such Owner's right, title or interest or any part thereof in the said lands and premises mentioned in Schedule One attached hereto the same shall be absolutely null and void and of no effect whatsoever.

6. No right, title or interest belonging to any deceased person at the time of his death or held in trust for him shall be demised, conveyed, transferred or given to the person entitled thereto or to any other person unless and until such demise, conveyance, transfer or gift has been consented to and approved by the said Corporation in writing and any such demise, conveyance, transfer or gift made contrary to this paragraph shall be absolutely null and void and of no effect. Providing however that such consent and approval referred to in this and the next preceding paragraph shall not be unreasonably withheld by the Corporation.

7. Whenever the Corporation refuses to give its consent and approval to any such demise, conveyance, transfer or alienation, gift, or agreement referred to in the next two preceding paragraphs, the Corporation shall not be liable in any action brought by any person for or on account of its refusal to give such consent and approval.

8. The Corporation, upon obtaining the consent in writing of three-fourths of the members of the said Corporation and not before, shall have the right to release, waive or modify, either wholly or in part, all or any of the stipulations, provisions, obligations or restrictions imposed upon any of the parcels mentioned in Schedule One hereto.

9. Each owner covenants and agrees to become (providing that he or she is acceptable to the Corporation) a member of the Corporation and at all times to faithfully observe and comply with the rules, resolutions and by-laws regularly passed and adopted from time to time by the Corporation and each owner covenants and agrees to promptly pay and satisfy, as and when the same is demanded by the Corporation, all membership fees and dues annually fixed and determined by the Corporation and assessed or levied against each owner for the carrying out or the performance of any of the Corporation's objects or purposes and all such annual fees and dues shall constitute a debt due to the said Corporation and shall be recoverable in any court of competent jurisdiction from the owners from time to time of the lots set forth in Schedule One Attached hereto.

10. The said fees and dues shall constitute a lien or charge upon such 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.

11. The Corporation shall not erect or cause to be erected any buildings or other constructions upon any of the

following parcels of land being:

(a) Lots No. 97 to 110, both inclusive, on plan marked "A" attached hereto.

(b) In the Township of Nelson, New Survey, County of Halton, being part of the North One-Half of Lot Seven in the Second Concession more particularly described as follows, COMMENCING at a point on the South-West limit of the unopened road allowance between Concessions Two and Three distant One Hundred and Fifty Feet (150') from the North-West limit of the twelve mile creek.

Thence South-Westerly and parallel to and distant One Hundred and Fifty Feet (150') from the North-Westerly limit of the said creek in all its various windings to a point on the North-Easterly limit of the roadway designated Block "C" on plan marked "A" attached hereto.

Thence in a South-Easterly direction along the North-Easterly limit of said roadway One Hundred and Fifty Feet (150') to the North-Westerly limit of said creek.

Thence Northerly along the North-Westerly limit of said creek in all its various windings to the South-Westerly limit of said unopened road allowance between Concessions two and three.

Thence North-Westerly along the South-Westerly limit of said road allowance One Hundred and Fifty Feet (150') to the place of beginning.

And the said Corporation further covenants to maintain and keep the said parcels of land in their natural state and condition.

12. In case the Corporation deems it advisable to obtain ratification of this Agreement and legislation by the Legislature of the Province of Ontario conferring upon it the rights, benefits, privileges and powers expressed to be conferred upon the Corporation by this Indenture, the Owners will concur and assist in obtaining such ratification and legislation.

13. In this Indenture (unless the contrary intention appears) words importing the singular number or the masculine gender only shall include more persons, parties or things of the same kind than one and females as well as males and the converse. Purchaser, owner and person shall include any body corporate or politic, and heirs, executors, administrators or other legal representatives of a purchaser, owner or person to whom the context can apply according to law.

IN WITNESS WHEREOF the parties hereto of the First and Second part have hereunto set their hands and seals and the

J J Giles

Soldie C. Schwenger

~~E. Roberts~~  
Florence Mae Tilton  
E. Val. Tilton

Wanda Lewis  
Frederick Oliver

Mary A. Irwin  
J. W. Sprules

R. S. Martin

A. Grant

Oliver V. Hugh

Anne H. Bugga

Mary R. Ptolemy

May M. White

John F. Guenther

Della M. Walsh

A. O. H. Parker

Marjory M. Taylor

~~John Taylor~~

D. W. Taylor

Donna Mally

Victoria Mary Stearn

~~W. J. Ferguson~~

Wm J. Ferguson

Mary Ferguson

~~W. J. Ferguson~~

Chas. Brimmer

Greta Vail

Leander V. Hodges

Sydney Fairbrother

W. J. Ferguson



J J Giles

Ph. J. J. J.  
A.C. Halberg  
R. Bary  
May. E. Smith  
B. Kevach  
S. L. Leach  
H. L. Laughler  
Therese M. Hall  
Gillie M. Nichols  
James L. Keenan  
Eva. Keenan.

Walter J. Stevens -  
Eli C. Giese,  
"Bobin Smith  
P. E. Smith.  
B. J. Green.

THE ESTATE OF Maurice Erb  
The Waterloo Trust & Savings Company  
EXECUTOR — ADMINISTRATOR  
Charles Erb  
TRUST CO.

Margaret D. Kery  
Carl D. Gertz  
Gertrude M. Gertz  
Albert M. Kery  
Maurice Erb  
L. S. Croal  
Tilly Mowbray  
Alfred  
W. Kery

Robert Kery



CEDAR SPRINGS COMMUNITY CLUB

W. J. O'Rourke

Vice-President

Wm. S. Mayo

Secretary.

SCHEDULE ONE

Parcels of land owned by the Parties of the first part referred to in the Agreement attached hereto and which parcels are set forth in the plan marked "A" attached to the said Agreement, which parcels are situated in the Township of Nelson, New Survey, County of Halton, being part of Lots Six and Seven in the Second Concession in the said Township and being also shown on plans registered in the Registry Office for the County of Halton as Nos. 224 and 225.

<u>NAME OF OWNER</u>	<u>PARCEL</u>
Albert Moore & Marjorie Orange Kerr	Parcels Six & Nine as shown on Registered Plan #224 aforesaid.
Monberg Nelson	Parcels Seven, Eight & Eleven as shown on Registered Plan #224 aforesaid.
Tilly F. Mowbray	Parcel Ten as shown on Registered Plan #224 aforesaid.
Gordon L. Nelson	Parcel Twelve as shown on Registered Plan #224 aforesaid.
Harry C. Pugh	Parcel Thirteen as shown on Registered Plan #224 aforesaid.
Frank R. Close	Parcel Fourteen as shown on Registered Plan #224 aforesaid.
R. M. Charlton	Parcel Fifteen as shown on Registered Plan #224 aforesaid.
Nellie McNichol	Parcel Sixteen and part of Reserve "B" as shown on Registered Plan #224 aforesaid and also on plan marked "A" attached hereto more particularly described as follows, that is to say, COMMENCING at a point in the North-Easterly limit of the Cumminsville Road where it is intersected by a line drawn on a course of South Fifty-one Degrees and Twenty Minutes West (S.51°20'W.) parallel with the North-Westerly limit of Lot Number 17 as shown on said Registered plan Number 224 from the most southerly angle of said Lot Number 17, said point

THE SECOND SCHEDULE ABOVE REFERRED TO IN THIS  
INDENTURE AS THE LANDS IN COMMON

ALL AND SINGULAR that certain parcel or tract of land and premises situate lying and being in the Township of Nelson, New Survey, in the County of Halton in the Province of Ontario, being composed of FIRSTLY parts of the Northerly and Southerly halves of Lot Number Six (6) in the Second Concession of the said Township, and which may be more particularly described as follows, that is to say, COMMENCING at the most Northerly angle of the Northerly half of the said lot.

Thence South Forty-four Degrees and Two Minutes East ( $S.44^{\circ}02'E.$ ) along the South Westerly limit of the unopened road allowance between Concessions 2 and 3, One Thousand, One Hundred and Twenty-three Feet ( $1123'$ ) more or less to the most Northerly angle of the lands now owned by one W. H. Harbottle.

Thence Following the North Westerly limit of the said lands of W.H. Harbottle the following courses and distances, namely; South Thirty-six Degrees and Two Minutes West ( $S.36^{\circ}02'W.$ ) One Thousand, Six Hundred and Twenty-five Feet and Eight Inches ( $1625'8"$ ) to a point: South Thirty-three Degrees and Fifty-eight Minutes West ( $S.33^{\circ}58'W.$ ) Two Hundred and Ninety-two Feet and Ten Inches ( $292'10"$ ) to a point: South Fifteen Degrees and Fifty-nine Minutes West ( $S.15^{\circ}59'W.$ ) Two Hundred and Eighty-eight Feet and Five Inches ( $288'5"$ ) to a point: South Forty-nine Degrees and Eight Minutes East ( $S.49^{\circ}08'E.$ ) One Hundred and Forty-six Feet and One Inch ( $146'1"$ ) to a point: South Twenty-six Degrees and Two Minutes West ( $S.26^{\circ}02'W.$ ) One Hundred and Forty-seven Feet and Six Inches ( $147'6"$ ) to a point in the division line between the Northerly and Southerly halves of said Lot Number Six; Thence North Forty-five Degrees and Fifty-four Minutes West ( $N.45^{\circ}54'W.$ ) along the said division line between the Northerly and Southerly halves of Lot Number Six, Two Hundred and Forty-two Feet and Nine Inches ( $242'9"$ ) to a point: South Forty-two Degrees and Fifty-one Minutes West ( $S.42^{\circ}51'W.$ ) One Hundred and Ninety-five Feet and Six Inches ( $195'6"$ ) to a point: South Thirty-eight Degrees and Fifty-four Minutes East ( $S.38^{\circ}54'E.$ ) One Hundred and Seventy-three Feet ( $173'$ ) to a point.

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THE THIRD SCHEDULE ABOVE REFERRED TO

1. No buildings shall be erected on the said lands which shall not be in accordance with plans and elevations which shall have been approved in writing by the said Corporation.

2. No trade or business shall be carried on upon the said lands or any part thereof and no act or thing shall be done or suffered thereon which shall be a nuisance or annoyance to the owners or occupiers of adjacent lands or of any of the lands forming part of the said Cedar Springs property without the consent of the Corporation.

3. There shall not be erected on any one lot, as shown on the said Plans Nos. 224 and 225, more than one dwelling house with or without garage, which dwelling and garage shall be of the cash value of at least One Thousand Dollars (\$1,000.00), and any building constructed on any of the said lots shall be of a rustic nature in keeping with those already constructed on other portions of the Cedar Springs property.

4. All trees and shrubs on any of the lands set forth in Schedule One and Two attached hereto shall be preserved as far as possible.

5. The purchasers shall enjoy the right of the creeks flowing through the said lands set forth in the preceding schedules hereto but shall not fish therein except as permitted by the said Corporation.

6. None of the lands described in Schedules One and Two shall be used or occupied by or let or sold to Negroes, Asiatics, Bulgarians, Russians, Serbs, Roumanians, Turks, Armenians, Italians, Greeks, Jews, whether British Subjects or Canadian Citizens or otherwise.