Ontario

Form 4 - Land Registration Reform Act, 1984

LT 092637

CERTIFICATE OF RECEIPT
REGISTRAR
NIAGRA SOUTH/SUD(S)WELLAND

'93 05 7 12 11

LAND REGISTRAR/REGISTRATEUR

FOR OFFICE USE ONLY

(1) Registry ☐ Land Titles ☒ (2) Page 1 of 16 pages

(3) Property Identifier(s) Block Property Additional: See Schedule ☐

(4) Nature of Document
Application to Register Notice of an unregistered Estate, Right, Interest or Equity [Section 71]

(5) Consideration
ONE---
Dollars $1.00

(6) Description
Town of Fort Erie, Regional Municipality of Niagara being Lots 1 to 170 both inclusive, Blocks 171, 172, 174, 182, 185 to 187 both inclusive, 191 to 194 both inclusive, 200, 201, 208 to 214 both inclusive Plan 59M-208 being ~~Parcels 1-1 to 170-1 both inclusive, 171-1, 172-1, 174-1, 182-1, 185-1 to 187-1 both inclusive, 191-1 to 194-1 both inclusive, 200-1, 201-1, 207-1 to 214-1 both inclusive,~~ Section 59M-208.
~~and~~ part of Parcel Plan-1

New Property Identifiers Additional: See Schedule ☐

Executions Additional: See Schedule ☐

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☒

(8) This Document provides as follows:
TO:The Land Registrar for the Land Titles Division of Niagara South (No.59)
CRYSTAL BEACH PARK LIMITED and CRYSTAL BEACH TENNIS AND YACHT CLUB each having an unregistered estate, right, interest or equity in some or all of the land registered as Lots 1 to 170 both inclusive, Blocks 171, 172, 174, 182, 185 to 187 both inclusive, 191 to 194 both inclusive, 200, 201, 208 to 214 both inclusive Plan 59M-208 being ~~Parcels 1-1 to 170-1 both inclusive, 171-1, 172-1, 174-1, 182-1, 185-1 to 187-1 both inclusive, 191-1 to 194-1 both inclusive, 200-1, 201-1, 207-1 to 214-1 both inclusive,~~ Section 59M-208 hereby apply under Section 71 of the Land Titles Act for entry of a Notice of Agreement in the Register for the said Parcels.

PART OF PARCEL PLAN-1

Continued on Schedule ☒

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)
Name(s)

CRYSTAL BEACH PARK LIMITED
PER:

Signature(s)
X
Alphonse Lacavera, Director
I have authority to bind the Corporation.

Date of Signature Y M D
1993 05 0

(11) Address for Service c/o 136 East Main Street, Welland, Ontario, L3B 5R3

(12) Party(ies) (Set out Status or Interest)
Name(s)

CRYSTAL BEACH TENNIS & YACHT CLUB
PER:

Signature(s)
X
Alphonse Lacavera

Date of Signature Y M D
1993 05 0

(13) Address for Service c/o 136 East Main Street, Welland, Ontario, L3B 5R3

(14) Municipal Address of Property
NOT ASSIGNED

(15) Document Prepared by:
H. Sterling Wood
Blackadder Lacavera
136 East Main Street
P.O. Box 580
Welland, Ontario
L3B 5R3 ATL/JJ CRYSTAL

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	27.-
	-
	2
Total	27.-

Form By: Canterbury Systems Corp

80/07

CRYSTAL BEACH PARK LIMITED

herein called "Developer"

-and-

CRYSTAL BEACH TENNIS AND YACHT CLUB

herein called "Club"

WHEREAS Developer is registered owner of all of the Lots and Blocks on Plan 59M - 208 and has caused Club to be formed to hold certain Blocks on said Plan for the benefit of members of the Club who will in the future own lots on said Plan;

AND WHEREAS Developer will transfer to Club certain Blocks on said Plan and sell lots on said Plan to interested persons;

AND WHEREAS the Developer and Club are entering into this Agreement to provide rights in favour of Developer and Club and to place restrictions on the Club and all future owners of lots (hereinafter called "Lot Owners") on Plan 59M - 208.

AND WHEREAS the term Lot Property as hereinafter used shall mean and include the individual Lots and Blocks referred to in Schedule "A" hereto.

AND WHEREAS all Lot Owners shall become members of the Club.

WITNESSETH that in consideration of the mutual covenants herein (the sufficiency and receipt whereof is hereby each acknowledged), the parties covenant and agree with the other respectively as follows:

1. (a) The Club will own and maintain Common Area Blocks (hereinafter called Club Property) consisting of the lands described in Schedule "B" hereto, being the roadways and recreational facilities.

   (b) All Lot Owners and their tenants, family, guests, invitees and licensees from time to time are entitled to use and enjoy the Club Property subject to Club's regulations, rules and restrictions as same exist from time to time including use of the recreational facilities on Block 193, Plan 59M - 208.

   (c) All Lot Owners, as members of the Club shall have the right of ingress and egress over the roads of the Club located on Blocks 192, 207 and 214, Plan 59M - 208.

   (d) The Developer will own and the Club will maintain Blocks 182 and 185, Plan 59M - 208 and herein sometimes referred to as the Beach.

2. The Lot Owners abutting the Club Property shall not alter the grades of their lots in a manner which might adversely affect the drainage of the Club Property, in default of which, the Club may enter on such lots and rectify such grading at the Lot Owners expense.

3. The Club (and its employees, contractors and agents) shall, upon reasonable notice to the Lot Owner(s) directly involved, if any, have an easement and right of access to any portion of the Lot Property, including the lots and any improvements on any such lot including dwelling units (hereinafter called "Units"), to permit the maintenance, repair or replacement of any property or facilities, including (i) any pipes, wires, coaxial cables, security system lines, conduits, drainage areas or common utility lines servicing two (2) or more Lots, and (ii) the sea wall, being

Block 187, Plan 59M - 208 and the privacy wall along Erie Road and Ridgeway Road and located primarily on the blocks and lots described in Schedule "C" hereto (iii) landscaped areas of Club Property (iv) the landscaped areas and Unit exteriors on any Lot which the Owner thereof has neglected to maintain the maintenance of which is the responsibility of the Club's, except that in an emergency, the Club shall have the right, without notice, to enter upon any portion of the Lot Property, including the Lots and Units, to make necessary repairs or to prevent damage to any portion of the Club Property or any other property which the Club has the responsibility to maintain, repair or replace as provided by the Clubs incorporating documents, by-laws, rules and regulations. The repair of any damage caused in gaining access in an emergency shall be at the expense of the Club. The cost of such repair, maintenance or replacement shall be a common expense funded from the "Maintenance Assessments", hereinafter referred to except that, if occasioned by a negligent or wilful act or omission of a specific Lot Owner or Owners, it shall rather be considered a special expense allocable to the Lot Owner or Lot Owners responsible and such cost shall be added to the Maintenance Assessment of such Lot Owner or Lot Owners and, as part of that Assessment, shall constitute a lien on the Lot, or Lots or such Owner or Owners to secure the payment thereof.

4. Club expenses ("Common Expenses") including Maintenance Assessments are to be apportioned amongst the Lot Owners and paid in accordance with the rules and regulations of the Club, part of which rules are reproduced in Schedule "D" hereto and which shall form part of this Agreement. In addition, the Club shall have a lien against the lot for the unpaid Common Expenses and the Club may register a Notice of Lien against lot title, all subject to the rules and regulations of the Club. The Notice of Lien shall be enforceable as if it were a charge against the lot in the principal amount of the lien together with any interest chargeable thereon. The lien shall be enforceable in accordance with the Standard Charge Term No. 852 or such other Standard Charge Terms chosen by Club from time to time. Standard Charge Terms shall have the meaning given by the Land Registration Reform Act, RSO, 1990 or successor statute.

5. On lot acquisition, each Lot Owner shall become a member in the Club and be bound by the incorporating documents, by-laws rules and regulations of the Club as applicable from time to time. No Lot Owner from time to time shall sell, transfer, assign or lease a lot in Plan 59M - 208, unless such lot owner has first provided the Club with a written covenant from the purchaser, transferee, assignee or lessee to be bound by the provisions of the Club incorporating documents, by-laws, rules and regulations as are applicable from time to time. No such sale, transfer, assignment or lease shall be effective and no such purchaser, transferee, assignee or lessee shall have the right to use and enjoy any part of the Club Property unless and until such written covenant has been provided to the Club. The acceptance or registration of a deed or transfer, or the entering into occupancy of any lot on Plan 59M - 208, shall constitute a covenant and agreement to be bound by the Club incorporating documents, by-laws, rules and regulations as are applicable from time to time.

6. Each Lot Owner, upon becoming a Lot Owner, by acceptance of a deed or otherwise, automatically waives any right to petition the Town of Fort Erie for the dedication of all or any portion of the roadway over which such Lot Owner's lot is accessed from Erie Road or Ridgeway Road. This restriction shall not be amended without the consent of the Town of Fort Erie.

7. The Club may make such rules and regulations from time to time to enhance the use and enjoyment of the Lot Property by its members including rules relating to: parking; the use and enjoyment of the Beach; advertising and signs; animals, birds and insects; protective screening and fences; garbage and refuse disposal; above

surface utilities; noxious or offensive activities; oil and mining operations; dwelling in other than residential units; television and radio antennas; residential use only; commercial and professional activity on property; outside storage of commercial or recreational vehicles, camper bodies, boats or trailers; maintenance and repair work; oversized, commercial, recreational and unlicensed vehicles; trees and other natural features; snowmobiles, motorcycles, all terrain vehicles; minimum living area of single-family detached dwellings; relating to roadways and lots being kept clear of mud and debris during construction; outdoor hot tubs or spas; exterior construction between May 15 and September 15; grading and seeding of lots. The list of categories of permissible rules and regulations shall not be exhaustive. All rules and regulations affecting only Club Property shall be passed and put into effect with the vote of a majority of the Board of Directors of the Club. Any rule or regulation affecting a member's use of his own Lot shall require the approval of 2/3 of the members of the Club voting at a meeting called specifically for that purpose. All such rules and regulations properly enacted by the Club shall bind that portion of Lot Property and/or Club Property to which it relates and anyone of such affected property shall make or do any act in contravention of said rules or regulations.

8. Each Lot Owner upon acquisition shall become subject to the rights and easements and limited by the restrictions hereinafter set forth, all granted in favour of the Developer and for the benefit of the lands owned by the Developer described in Schedule "E" hereto and hereinafter called "Developer Property":

(i) With respect to the Lot Property and the Club Property, so long as the Developer holds title to any lands forming part of the Developer Property, the Developer shall have the following rights:

a) Control of Developer. The construction of any Improvements on a lot within the Lot Property(hereinafter called a Lot) or on any part of the Common Area Blocks and the use of any such Lot or part of a Common Area Block shall be under the exclusive control of the Developer until January 1 of the fifth year following the issuance by the Developer of a Certificate of Compliance pursuant to subsection 8(i)(d) below for the Unit constructed on such Lot or part of a Common Area Block or such earlier time as the Developer relinquishes such control. The completion of the initial construction on a Lot or a designated part of the Common Area Blocks, to the satisfaction of the Developer shall be evidenced by issuance of a Certificate of Compliance pursuant to subsection 8(i)(d) hereof. Control of all development or construction on Lots and Common Area Blocks and the use thereof shall be the responsibility of the Developer;

b) Developer to Approve Contractor. In an effort to assure high standards of construction until such time as a Certificate of Compliance has been issued pursuant to subsection 8(i)(d) below, no construction shall be undertaken on any Lot or Common Area Block except by a contractor approved in writing by the Developer;

c) Submission of Plans for Initial Development. No Improvements shall be initially made to or constructed on any Lot or on any part of the Common Area Blocks unless and until plans for such improvements, in such detail as the Developer may require, have been approved by the Developer as to their proposed use, external design and location of the Improvements. In addition all plans and proposed Improvements shall comply with the applicable zoning, building, health and other laws, codes and ordinances and all permits and approvals, if any, required by governmental agencies for such development shall be obtained. No such construction shall be

commenced except (i) in accordance with such approved plans or a modification thereof similarly approved and (ii) by a contractor approved in writing by the Developer in accordance with subsection 8(i)(b) above. The Developer may impose such other requirements with respect to the construction of such initial Improvements or such other development of such Lot or Common Area Block as the Developer deems appropriate, provided such requirements do not conflict with applicable zoning and building codes, or any other applicable laws, codes or ordinances;

d) Certificate of Compliance. Upon completion of the initial Improvements on a Lot or a designated portion of Common Area Blocks to the satisfaction of the Developer, in accordance with the approved plans, and such other requirements as the Developer may have imposed, the Developer shall issue a Certificate of Compliance identifying such Improvements, and stating generally that such Improvements or development have been satisfactorily completed. Any Certificate of Compliance issued in accordance with the provisions of this subsection 8(i)(d) shall be prima facie evidence of the facts stated therein as of the date thereof and, as to any purchaser, lessee, or mortgagee or other encumbrancer in good faith and for value, such Certificate shall be conclusive evidence that all Improvements on the Lot as of the date thereof, and the use or uses described therein, comply with all the requirements of this Agreement. Prior to actual completion of certain Improvements, the Developer may issue temporary Certificates of Compliance under such circumstances and on such terms and conditions as it deems appropriate;

e) Liability of the Developer. Except to the extent specifically provided in subsection 8(i)(d) above with respect to issuance of a Certificate of Compliance, no action taken by the Developer or any officer, employee or agent of the Developer pursuant to this Section 5 of this Agreement shall entitle any person to rely thereon with respect to conformity with laws, regulations, codes or ordinances, or with respect to the physical or other condition of the Common Area Blocks or any Lot or other portion thereof. All claims, demands, or other causes of actions arising out of any action (including issuance of a Certificate of Compliance) by the Developer in controlling the Improvements on and use of a Lot or portion of the Common Area Block shall be deemed to be hereby waived. The Developer shall not be liable for any damages to anyone submitting plans to it for approval or to any Owner or any other person by reason of mistakes in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval of such plans. Every person or other entity which submits plans to the Developer for approval, agrees, by submission of such plans, that no action or suit will be brought against the Developer in connection with the submission;

(f) Right of Developer Entry. The Developer shall have the right to enter upon that part of the Lot Property described in Schedule "C" for the purpose of construction of the barrier wall along Ridgeway and Erie Roads, said wall to be located on Parts 69, 70, 92, 93 and Parts 173 through 207 on Reference Plan 59R - 208.

(ii) In the event of a conflict between the provisions of Section 8 of this Agreement and incorporating documents, by-laws, rules and regulations of the Club, the provisions of this Section 8 shall be deemed correct.

9. Any damage to any Lot or other portion of the Lot Property or to any Improvements thereon as a result of any act or work

performed pursuant to the authority granted in this Agreement or as a result of the use of any easement granted or reserved herein, shall be promptly repaired, replaced or corrected as necessary by the person or entity performing the act or work and/or by the grantee or holder of the easement being exercised, at the cost and expense of such person or entity except as provided in Section 3 herein, so that any such damage will be restored or replaced to the condition in which it existed immediately prior to the damage.

10. The easements, rights of way and the rights reserved herein shall run with the lands described herein and shall be binding upon and for the benefit of the Club, Developer and Lot Owners and their successors and assigns;

11. The covenants and restrictions contained herein for the benefit of the Lot Owners may be amended with the consent of 80% of the Lot Owners, provided that any easement, right of way, covenant or restriction given or benefiting either the Club or the Developer, so long as the Club or Developer own any lands forming part of Plan 59M - 208, shall not be amended without the consent respectively of the Club or Developer.

12. If any section herein, part of a section, easement, restriction, right of way, term, covenant or condition of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such section, part of a section, easement, restriction, right of way, term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each section, part of a section, easement, restriction, right of way, term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF Crystal Beach Park Limited and Crystal Beach Tennis and Yacht Club have hereunto affixed their respective corporate seals under the hands of their proper signing officers duly authorized in that behalf, as of the date above noted.

CRYSTAL BEACH PARK LIMITED

Per: _____
Authorized signing officer

CRYSTAL BEACH TENNIS AND YACHT CLUB

Per: _____
Authorized signing officer

Per: _____
Authorized signing officer

SCHEDULE "A"

Lots 1 through 170 and Blocks 182, 185, 186, 187, 191, 200, 201 and 208 through 213, Plan 59M - 208 in the Land Titles Division of the Land Registry Office of Niagara South.

SCHEDULE "B"

ROADWAYS

Blocks 192, 207 and 214, Plan 59M - 208 in the Land Titles Division of the Land Registry Office of Niagara South.

RECREATIONAL FACILITIES

Block 193, Plan 59M - 208 in the Land Titles Division of the Land Registry Office of Niagara South.

STORM SEWER LINE

Block 194, Plan 59M - 208 in the Land Titles Division of the Land Registry Office of Niagara South.

9

SCHEDULE "C"

Blocks 171, 172, 174, 194, 200, 201 and Lots 66 through 96, Plan 59M - 208 in the Land Titles Division of the Land Registry Office of Niagara South.

SCHEDULE "D"

1. Imposition, Personal Obligation, Lien.

Each Lot Owner, by becoming an Owner by the acceptance of a deed or otherwise, whether or not such deed or any other instrument pursuant to which title was obtained so provides, shall be deemed to covenant and agree to pay to the Club:

a. annual assessments or charges for the maintenance and operation of Club Property ("Maintenance Assessments");

b. special assessments for capital improvements ("Special Assessments");

together hereinafter being referred to as "Assessments".

The Assessments shall be fixed, established and collected from time to time as hereinafter provided. Each Assessment (or instalment payment thereof) together with such late charges, interest thereon and costs of collection as hereinafter provided, shall be a charge and continuing lien upon the Lot against which the Assessment is made and shall also be the personal obligation of the Owner of such Lot at the time the Assessment falls due.

2. Purpose of Maintenance Assessment.

The purpose of the Maintenance Assessment shall be to fund the maintenance, preservation, operation and improvement of the Club Property and other property the Club is obligated to maintain including the roadways and all storm water and sanitary sewer systems being located on Blocks 192, 207 and 214, Plan 59M - 208; the utility services located along the front 15 feet of each lot on Plan 59M - 208; the recreational areas and facilities, being Block 193, Plan 59M - 208, the sea wall being Block 187, Plan 59M - 208; the privacy wall along Erie Road and Ridgeway Road being Parts 69, 70, 92, 93 and 173 through 207, on Reference Plan 59R - 8411 and located on parts of Lots 66 through 96 and Blocks 194 and 200, Plan 59M - 208; the maintenance of the Beach being Blocks 182 and 185, Plan 59M - 208; and Blocks 186, 191 and 209 through 213, Plan 59M - 208. The uses of the Maintenance Assessment shall include but not be limited to the payment of realty taxes on the hereinbefore described properties; any utility services to the any such properties which are commonly metered or billed, all casualty, liability and other insurance covering such properties, and Club's officers, directors, Lot Owners and employees; maintenance of the landscaped areas on the Lots (except such areas improved with plantings not installed by the Club or the Developer) and for such other needs as may arise. Any material increase or decrease in the maintenance responsibilities of the Club shall require the consent of the Owners of not less than two-thirds (2/3) of all Lots other than the Developer, as well as the Developer, if the Developer holds title to any Lot at the time such increase or decrease is voted upon.

3. Basis for Maintenance Assessment.

Subject to the provisions of Section 6 below which describes limits on the obligation of the Developer for the payment of Maintenance Assessments, the Annual Maintenance Assessment chargeable to each Lot shall be determined each year by dividing the number of Lots into the total amount which the Board of Directors of the Club shall deem necessary to fully fund the then current budget of estimated expenses and reserves (and any operating deficits previously sustained) less any amounts received from others who may be entitled to use the Club's facilities, except that, with respect to any Lots improved with multiple Units, the Board of Directors of the Club may modify the Maintenance Assessment chargeable to such Lots to reflect an equitable allocation of the costs of the benefits received by the Owners and occupants of such Lots in relation to the benefits received by the

Owners and occupants of the other Lots which are improved with only one Unit.

4. Special Assessments for Capital Improvements.

In addition to the annual Maintenance Assessment, the Club may levy in any assessment year a Special Assessment, payable in that year and/or the following year only, for the purpose of defraying, in whole or in part, the cost of any capital improvements, including without limitation, the construction, reconstruction, repair or replacement of any of the systems, improvements existing or to be built upon any of the lands described in section two of this Schedule "D", whether such property is owned by the Club or not, which the Club has the responsibility to maintain, including the necessary fixtures and personal property related thereto. Before levying such a Special Assessment the Board of Directors shall hold a Special Meeting of Members on said proposed Special Assessment and for any Special Assessment amounting to more than 20% of the then current amount of annual Maintenance Assessments, obtain the consent of two-thirds (2/3) of the total votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Lot Owners at least 30 days in advance, setting forth the purpose of the meeting; and (ii) for any other Special Assessment obtain the approval of not less than three-fourths (3/4) of the total votes of Members who are voting in person or by proxy at such a meeting. The Club shall establish one or more due dates for each payment or partial payment of each Special Assessment and shall notify each Member thereof in writing at least thirty (30) days prior to the first such due date.

5. Date of Commencement and Notice of Assessments.

The Assessments provided for herein shall commence on the date as determined by the Developer except that until Assessments commence the Developer will be responsible for all expenses incurred in the operation and maintenance of Club Property and such other property as described in Section 2 of this Schedule "D" which the Club has the obligation to maintain. The first Assessments shall be adjusted according to the number of months remaining in the fiscal year as established by the Board of Directors and such Assessments shall thereafter be on a full year basis. The Board of Directors of the Club shall fix the amount of the Assessment against each Lot at least thirty (30) days in advance of each annual Assessment period. The Assessments shall be due and payable quarterly unless the Board of Directors establishes other instalments for payment, which instalments may or may not be equal. Separate due dates may be established by the Board for partial annual Assessments as long as said Assessments are established at least thirty (30) days before due. Written notice of the annual Assessments shall be sent to every Lot Owner. Should the Board of Directors determine at any time that the Assessments for any reason, including non-payment thereof by Lot Owners, are insufficient to fully fund the then current year's expenditures, the Board may assess additional amounts on a pro rata basis to all Lot Owners.

6. Assessment Obligations of Developer.

Once Lot Assessments have commenced, the Developer will only be obligated for the lesser of (i) the differences between the actual Club expenses (including budgeted amounts for reserves) and the Club charges levied on Lot Owners who have closed title to their Lots and any other sources of revenue to the Club; or (ii) Maintenance Assessments on all unsold Lots. The Developer will be responsible for Special Assessments on all unsold Lots.

7. Change in Basis of Assessments.

The Club may change the basis of determining the Maintenance

Assessment by obtaining the written consent of not less than two-thirds (2/3) of the total votes of all Members excluding the Developer, voting in person or by proxy, written notice of which change shall be sent at least forty (40) days in advance of the date or initial date set for voting thereon to all Lot Owners and lending institution first mortgagees of Lots whose names appear on the records of the Club except that: (i) so long as the Developer holds title to any Lot, any change in the basis of Assessments which adversely affects a substantial interest or right of the Developer with respect to unsold Lots or dwelling units shall require the specific consent of the Developer in writing, which consent shall not be unreasonably withheld, and (ii) no such change shall be made if lending institutions which together are first mortgagees on 33-1/3% or more of the Lots advise the Club in writing, prior to the date or initial date set for voting on the proposed change, that they are opposed to such change, which opposition must not be unreasonable. A written certification of any such change shall be executed by the Board of Directors and registered as an amendment to this Agreement in the Land Registry Office for the Registry Division of Niagara South.

8. Non-Payment of Assessment.

If an Assessment, or instalment payment thereof, is not paid on the due date, established pursuant to Section 5 hereof, then such Assessment payment shall be deemed delinquent. Any delinquent Assessment payment, together with such interest thereon, accelerated instalments, if any, and cost of collection thereof as herein provided, shall thereupon become a continuing lien on the Lot which shall bind the Lot in the hands of the then Owner and such Owner's heirs, devisees, personal representatives, successors and assigns. In addition to such lien, the then Owner of the Lot may be held personally liable for the payment thereof (including interest, penalties and costs of collection). Subject to the conclusive and binding effect of an Assessment Certificate issued as provided in Section 11 below, the grantee of a voluntary conveyance of a Lot shall be jointly and severally liable with the grantor for all unpaid Assessments against such Lot prior to the time of conveyance without prejudice to the grantee's right of recovery therefor from the grantor.

If the Assessment or any instalment thereof is not paid within ten (10) days after the due date, the Club may impose a late charge or charges in such amount or amounts as the Board of Directors deems reasonable, not to exceed 10% of the amount of such overdue Assessment or instalment thereof, provided such late charges are equitably and uniformly applied.

If the Assessment or any instalment thereof, is not paid within thirty (30) days after the due date, (i) the Assessment shall bear interest from the due date, at such rate as may be fixed by the Board of Directors from time to time, such rate not to exceed the maximum rate of interest then permitted by law, (ii) the Board of Directors may accelerate the remaining instalments, if any, of such Assessment upon notice thereof to the Owner, (iii) the Club may bring legal action against the Owner at the time the arrears were incurred or any future grantee of a voluntary conveyance, or both, and the commencement of an action or obtaining a judgement against any Owner from time to time shall not preclude an action against any other Owner (who was or becomes and Owner of the Lot on or after the time the arrears of Assessment were incurred) and the cost of such proceedings, including reasonable attorneys' or solicitor's fees, shall be added to the amount of such Assessments, accelerated instalments, if any, late charges and interests, and (iv) the Club may preclude the delinquent Owner (and any subsequent Owner of the Lot) from using Club Property.

Any person shall, if registered as an owner of the Lot at the Land Registry Office of Niagara South, be considered to have received the conveyance voluntarily unless the said person

immediately upon demand by the Board of Directors, conveys title to the Lot to the Club or as the Club may direct.

Once an Assessment is deemed delinquent as described above, any payments received from the Lot Owner shall be applied in the following order: attorneys' or solicitor's fees, other costs of collection, late charges, interest, and then the delinquent Assessment or instalments thereof beginning with the amounts past due for the longest period.

Dissatisfaction with the quantity or quality of maintenance or other services furnished by the Club shall, under no circumstances, entitle any Owner to withhold or fail to pay the Assessments due to the Club for the Lot or Lots owned by such Owner.

9. Notice of Default.

The Board of Directors, when giving notice to a Lot Owner of a default in paying Assessments, may, at its option, or shall, at the request of a mortgagee, send a copy of such notice to each holder of a mortgage covering such Lot whose name and address appears on the Club's records. The mortgagee shall have the right to cure the Lot Owner's default with respect to the payment of said Assessment.

10. Right to Maintain Surplus.

The Club shall not be obligated in any calendar year to spend all the sums collected in such year by way of Maintenance Assessments or otherwise, and may carry forward as surplus any balances remaining; nor shall the Club be obligated to apply any such surpluses to the reduction of the amount of the Maintenance Assessments in the succeeding year, but may carry forward from year to year such surplus as the Board of Directors in its absolute discretion may determine to be desirable for the greater financial security and the effectuation of the purposes of the Club.

11. Assessment Certificates.

Upon written demand of the Owner or Lessee of a Lot, (or any prospective purchaser, lessee, occupant, mortgagee of a Lot, the Club shall, within a reasonable period of time, issue and furnish a certificate in writing signed by an officer or designee of the Club setting forth with respect to such Lot as of the date of such certificate, (i) whether the Assessments, if any, have been paid; (ii) the amount of such Assessments, including interest and costs, if any, due and payable as of such date; and (iii) whether any other amounts or charges are owing to the Club, e.g., for the cost of extinguishing a violation of this Agreement. A reasonable charge, as determined by the Board of Directors, may be made for the issuance of such certificates. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Club and any bona fide purchaser, lessee or mortgagee, of the Lot on which such certificate has been furnished.

(14)

SCHEDULE "E"

LAND TITLE DESCRIPTION

Blocks 171, 172, 173, 174, 182, 185, 186, 188, 189, 190, 191, 200, 201, Plan 59M - 208 in the Land Titles Division of the Land Registry Office of Niagara South.

SCHEDULE FOR REGISTRY DESCRIPTION

FIRSTLY:

All and Singular those certain parcels or tracts of land and premises, situate, lying and being in the Town of Fort Erie, in the Regional Municipality of Niagara formerly in the Village of Crystal Beach, in the County of Welland and being composed of all of Block "BB" according to registered Plan 81 for the Village of Crystal Beach, now known as Plan 544.

SECONDLY:

All and Singular those certain parcels or tracts of land and premises, situate, lying and being in the Town of Fort Erie, in the Regional Municipality of Niagara, formerly in the Village of Crystal Beach, in the County of Welland and Being Composed of all of Lot 54 according to registered Plan 70 for the Village of Crystal Beach, now known as Plan 410.

THIRDLY:

All and Singular that certain parcel or tract of land and premises situate, lying and being in the Town of Fort Erie, in the Regional Municipality of Niagara being composed of part of Block "CC" according to Registered Plan 81 for the former Village of Crystal Beach now known as Plan 544 in the said Town, containing an area of 11.82 Acres and which said parcel or tract of land is more particularly described as follows:

Premising that the West limit of Block "CC" as shown on Registered Plan 81, now known as Plan 544 aforementioned is on an Astronomic course of due North, and that all bearings given herein are referred thereto.

COMMENCING at the Northwest angle of Block "CC";

THENCE North eighty-nine degrees, fifty-eight minutes and forty seconds East (N89^{0}58'40"E) along the Northerly limit of Block "CC", eight hundred and sixty-eight and sixty-one one hundredths feet (868.61') to the Northeast angle of Block "CC";

THENCE South zero degrees, four minutes and thirty seconds East (S 0^{0}04'30"E) along the Easterly limit of Block "CC", four hundred and thirty-six and three-tenths feet (436.3') to the Southeasterly angle of Block "CC";

THENCE South sixty degrees, forty-nine minutes West (s60^{0} 49'W) along the Southeasterly limit of Block CC, four hundred and three and eighty-four one hundredths feet (403.84') to the Southeasterly angle of the lands described in Instrument No. 111591;

THENCE North twenty-nine degrees, eleven minutes West (N29^{0} 11'W) along the Northeasterly limit of the lands described in Instrument No. 111591, one hundred and twenty-feet (120') to a point.

THENCE South sixty degrees, forty-four minutes and forty seconds West (s60^{0}44'40"W) along the Northerly limit of the lands described in Instrument No. 111591, two hundred and sixty-three and seventeen one-hundredths feet (263.17') to a point marking a bed therein to the right;

THENCE South seventy-five degrees, thirty-two minutes and twenty seconds West (s75°32'20"W) along the Northerly limit of the lands described in Instrument No. 111591, two hundred feet (200') to a point marking a bend therein to the right;

THENCE North eighty-nine degrees, twenty-seven minutes and forty seconds West (N89°27'40"W) along the Northerly limit of the lands described in Instrument No. 111591, thirty-five feet (35') to a point in the West limit of Block CC;

THENCE North along the last mentioned limit, seven hundred and six and thirty-four one-hundredths feet (706.34') to the place of commencement.

SUBJECT to an easement in favour of the Provincial Gas Company Limited registered as Instrument No. 99942A over that part of Block CC described as follows:

COMMENCING at a point in the West limit of Block CC distant one hundred and thirty-three and six-tenths feet (133.6') measured South thereon from the Northwesterly angle thereof;

THENCE East at right angles to the last mentioned limit, ten feet (10') to a point;

THENCE South parallel with the West limit of Block CC, ten feet (10') to a point;

THENCE West perpendicular to the West limit of Block CC, ten feet (10') to a point therein;

THENCE North along the West limit of Block CC, ten feet (10') to the place of commencement.

AND SUBJECT to an easement of ten feet (10') in perpendicular width in favour of the Municipal Corporation of the former Village of Crystal Beach, now the Town of Fort Erie, registered as Instrument No. 6179 over that part of Block CC described as follows:

COMMENCING at a point in the Southerly limit of Block CC which is distant seventy-seven and sixty-one one-hundredths feet (77.61') measured South sixty degrees, forty-nine minutes West (s60 49'W) thereon from its intersection with the Easterly limit of Lot 52 according to the Registered Plan 70 for the former Township of Bertie now known as Plan 544.

THENCE North twenty-three degrees, thirty-three minutes East (N23° 33'E) in a straight line, one hundred and seventy-two and sixteen one-hundredths feet (172.16') more or less to a point in the Easterly limit of Block CC;

THENCE North zero degrees, four minutes and thirty seconds West (N0° 04'30W) along the last mentioned limit, twenty-five and thirty-three one-hundredths feet (25.33') more or less to its intersection with a line drawn North twenty-three degrees, thirty-three minutes East (N23°33'E) parallel with and distant ten feet (10') measured North sixty-six degrees, twenty-seven minutes West (N66° 27'W) perpendicular from the first described line;

THENCE South twenty-three degrees, thirty-three minutes West (S23° 33'W), two hundred and eight and fifty-eight one-hundredths feet (208.58') more or less to a point in the Southerly limit of Block CC;

THENCE North sixty degrees forty-nine minutes East (N60°49'E) along the last mentioned limit, sixteen and fifty-two one-hundredths feet (16.52') more or less to the place of commencement.

SUBJECT to the exclusive use in common only with the Grantor of this easement, its successors and assigns and/or its servants and

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employees over and upon a certain parcel or tract of land and premises situate in the aforesaid Town of Fort Erie, in the Regional Municipality of Niagara, and being composed of Part of Block EE and Part of Water Lot 1 lying in front of Block EE according to Registered Plan 81 for the Township of Bertie, now known as Plan 544, and more particularly designated as Parts 4, 5 and 6 according to a Reference Plan, deposited in the Registry Office for the Registry Division of Niagara South as No. 59R -4162, for the purpose and to be used by the Grantee of this easement, its heirs, administrators, successors or assigns for its or their recreational use, including the seasonal storage of boats and the placement of seasonal temporary structures provided that the same shall not interfere with the Grantor of this easement, its servants and employees right of access upon and through said lands, and for access by the Grantee of this easement, its employees and servants for the purpose of repairing or replacing a certain retaining wall located on the northerly boundary of the lands herein in this right of way described.

SUBJECT to the use, in common with all others which the Grantor of this easement or its successors and assigns may from time to time allow or permit thereon, over and upon a certain parcel or tract of land and premises situate, lying and being in the aforesaid Town of Fort Erie, in the Regional Municipality of Niagara, and being composed of Part of Water Lot 1, lying in front of Block EE according to registered Plan No. 81 for the Township of Bertie, now known as Plan 544, and more particularly designated as Parts 7, 8 and 9 according to a Reference Plan deposited in the Registry Office for the Registry Division of Niagara South as No. 59R - 4162 for the purpose of using the same as a bathing beach together with all such ancillary uses as are ordinarily connected therewith, but the Grantee of this easement, its heirs, administrators, successors and assigns shall specifically not be entitled hereunder to establish on said lands any form of structure or erection, temporary or otherwise, nor engage in any commercial activity whatsoever and shall keep the area absolutely clear and unimpeded to the intent that the Grantor of this easement, its successors and assigns, invitees or licensees shall have free, open and unencumbered use of said lands and water without restriction or impediment in any way or form.

AND SUBJECT ALSO to an easement registered as Instrument No. 261458 in favour of Her Majesty the Queen in Right of Ontario over those parts of Block CC more particularly designated as PARTS 1, 2, 3, 4, 5, 6 and 7 on Reference Plan 59R - 1460.