



Document General

Form 4 — Land Registration Reform Act

ONE & DOWNSIDE OF POLARIS INC.

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<div>FOR OFFICE USE ONLY</div> <div>1020194</div> <div>CERTIFICATE OF RECEIPT (RECEPISSE)</div> <div>OTTAWA-CARLETON (4)</div> <div>'97 01 8 14 18</div> <div>MONICA WASAG</div> <div>CERTIFICATION OFFICER</div> <div>New Property Identifiers</div> <div>Additional: See Schedule <input type="checkbox"/></div> <div>Exemptions</div> <div>Additional: See Schedule <input type="checkbox"/></div>		(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 1 pages
		(3) Property Block Property Identifier(s) 04513 0027(LT) 04512 0540(LT) Additional: See Schedule <input checked="" type="checkbox"/>	
		(4) Nature of Document APPLICATION TO REGISTER RESTRICTION AND COVENANTS (Subsection 119(1) of the Act)	
		(5) Consideration Dollars \$	
(6) Description In the City of Kanata, in the Regional Municipality of Ottawa-Carleton: FIRSTLY: Block 69, Plan 4M-510 SECONDLY: Block 126, Plan 4M-651 As continued on Schedule "A" attached hereto.			
(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input checked="" type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>			
(8) This Document provides as follows: CLUBLINK CAPITAL CORPORATION, the registered owner of the land described in Box (6) of this Document General, HEREBY REQUESTS you to register as annexed to the aforesaid land the restrictions and covenants set out in the attached Schedule "B" <div>Continued on Schedule <input type="checkbox"/></div>			
(9) This Document relates to Instrument number(s)			
(10) Party(ies) (Set out Status or Interest) Name(s) CLUBLINK CAPITAL CORPORATION (owner) I have authority to bind the Corporation Signature(s) Per: [Signature] Name: Justin A. Connidis Title: Vice President & Secretary Date of Signature Y 1997 M 01 D			
(11) Address for Service c/o ClubLink Corporation, 15675 Dufferin Street, King City, Ontario, L7B 1K5 Attn: Justin A. Connidis			
(12) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D			
(13) Address for Service			
(14) Municipal Address of Property 7000 Campeau Road Kanata, Ottawa	(15) Document Prepared by: WEIR & FOULDS Suite 1600, Exchange Tower 2 First Canadian Place Toronto, Ontario M5X 1J5 (Attn: R. Wayne Rosenman) 276		
		Fees and Tax Registration Fee Total	

Additional Property Identifier(s) and/or Other Information

Schedule "A"

In the City of Kanata, in the Regional Municipality of Ottawa-Carleton:

- THIRDLY:** PIN 04513-0091 (LT)
Block 132, Plan 4M-651.
- FOURTHLY:** PIN 04511-0214 (LT)
Block 183, Plan 4M-652.
- FIFTHLY:** PIN 04511-0700 (LT)
Part Block 184, Plan 4M-652, being designated as Part 2 on Plan 4R-7217.
- SIXTHLY:** PIN 04511-0659 (LT)
Block 185, Plan 4M-652.
- SEVENTHLY:** PIN 04511-0658 (LT)
Block 186, Plan 4M-652.
- EIGHTHLY:** PIN 04512-0357 (LT)
Block 160, Plan 4M-739.
- NINTHLY:** PIN 04511-0779 (LT)
Block 76, Plan 4M-741.
- TENTHLY:** PIN 04512-0740 (LT)
Block 76, Plan 4M-828, save and except Plan 4M-925.
- ELEVENTHLY:** PIN 04512-0140 (LT)
Block 1, Plan 4M-881, save and except for (i) Plan 4M-925; and (ii) Parts 1, 2, 3, 4, 5 and 6, inclusive, on Plan 4R-12476.
- TWELFTHLY:** PIN 04512-0683 (LT)
Block 55, Plan 4M-883.
- THIRTEENTHLY:** PIN 04512-0676 (LT)
Block 56, Plan 4M-883, save and except for Part 7 on Plan 4R-12476.
- FOURTEENTHLY:** Part of PIN 04511-1007 (LT)
Part of Lots 5 and 6, Concession 3 and part of the road allowance between Lots 5 and 6, Concession 3 of the geographic Township of March designated as Part 2, Plan 4R-7987.
- FIFTEENTHLY:** Part of PIN 04511-1003 (LT)
Part of Lot 6, Concession 3, designated as Part 1, Plan 4R-7987.
- SIXTEENTHLY:** PIN 04511-1002 (LT)
Part road allowance as widened between Lots 5 and 6, Concession 3 of the geographic Township of March, being that part of Beaverbrook Road and Richardson Side Road (as stopped up and closed by LT552228) being designated as Part 4, Plan 4R-6557.
- SEVENTEENTHLY:** PIN 04512-0358 (LT)
Part Block 192, Plan 4M-652, designated as Part 2, Plan 4R-7259.

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Schedule "B"

RESTRICTIONS AND COVENANTS

1. To the intent that the burden of these covenants and restrictions shall run with each and every part of the Golf Lands (as hereinafter defined) and to the intent that the benefit of these covenants and restrictions may be annexed to and run with each and every part of the Benefited Lands (as hereinafter defined), ClubLink Capital Corporation covenants and agrees with Imasco Enterprises Inc. and its successors and assigns that ClubLink Capital Corporation and its successors and assigns entitled from time to time of all or any portion of the lands described in Box (6) will keep, observe, perform and comply with the stipulations, provisions and covenants set forth in this Schedule.
2. The following definitions shall apply for the purposes of this Schedule:
 - (a) "Benefited Lands" means all or any portion of the lands and premises described in Schedule 1 hereto;
 - (b) "Golf Lands" means all or any portion of the lands and premises described in Box (6) of the Form 4 Document General to which this Schedule is annexed;
 - (c) "Transferor" means Imasco Enterprises Inc. and its successors and assigns; and
 - (d) "Transferee" means ClubLink Capital Corporation and any transferee of any of the Golf Lands affected by these restrictions and covenants and their respective heirs, administrators, executors, successors and assigns.
3. Each and every part of the Golf Lands shall be subject to the following restrictions and covenants:
 - (i) The Transferee agrees that:
 - (a) it shall not alter the grading of the Golf Lands or any of the storm water management facilities on or serving the Golf Lands; and
 - (b) there should be no construction of any buildings, structures or other improvements on any of the Golf Lands which may cause surface drainage from the Golf Lands to be discharged, obstructed or otherwise altered, in a manner that materially adversely affects the Transferor's or the City of Kanata's storm water management plan in respect of the Transferor's Benefitted Lands as such plan exists as at November 1, 1996. Without limiting the generality of the foregoing, the Transferee in respect of the Golf Lands shall comply with all applicable municipal agreements, by-laws and regulations affecting the Golf Lands with respect to grading and storm water management.
 - (ii) The Transferee acknowledges that the Transferor as the owner of the Benefitted Lands, which Benefitted Lands are intended primarily for residential development, may require from time to time access to and the use of parts of the Golf Lands for the purpose of providing underground water drainage, sewage and other water management and municipal services and utilities serving the Benefitted Lands. The Transferee agrees to act reasonably in considering any such request from the Transferor on its behalf or on behalf of any governmental authority for such access and use and in granting any such access and use the Transferee, acting reasonably, may impose appropriate conditions including, without limitation, that such access and use does not materially interfere in any way with the playing of golf on the Golf Lands or otherwise materially interfere with the business carried on by the Transferee

of the ownership, operation and management of a golf club, that any damage caused by the Transferor's activities be promptly repaired to the Transferee's satisfaction, acting reasonably, and that the Transferee be indemnified by the Transferor against all costs and damages relating to such access and use. The Transferor agrees that it shall not enter on or install any of the services or utilities referred to above on or under any part of the Golf Lands except in accordance with the prior written agreement of the Transferee obtained in accordance with the provisions of this Schedule.

- (iii) To the extent that any of the restrictions and covenants contained in this Schedule may create an interest in the Golf Lands, such interest shall be effective only if the subdivision control provisions of the *Planning Act*, R.S.O. 1990, Chap. P.13 as amended, are complied with. The Transferor shall be responsible for obtaining at its expense any required consent under the said *Planning Act* and the Transferee shall cooperate with and assist the Transferor in obtaining any such required consent and the Transferor shall reimburse the Transferee for any reasonable costs incurred by the Transferee in so doing in favour of an arm's length third party. Without limiting the generality of the foregoing, the Transferor at its expense shall be responsible for preparing any necessary descriptions required to implement and confirm the rights granted by this Schedule.
- (iv) The Transferee covenants and agrees that it shall not sell, encumber, transfer or lease any portions of the Golf Lands unless it shall obtain from any such purchaser, transferee, encumbrancer or tenant a covenant in favour of the Transferor to comply with all of the restrictions and covenants contained in this Schedule, including without limiting the generality of the foregoing, a covenant to obtain a similar covenant from any subsequent purchaser, transferee, encumbrancer or tenant.
- (v) The Transferor and the Transferee from time to time at the request and at the expense of the other party and without further consideration shall execute and deliver such other documents and take such further steps as the other party may reasonably require to more effectively implement the intent of this Schedule.
- (vi) If any covenant or restriction contained herein, or the application thereof, to any person, corporation, partnership, trustee or unincorporated organization or circumstance shall, to any extent be invalid or unenforceable, the remainder of the covenants and restrictions or the application of such covenants and restrictions to persons, corporations, partnerships, trustees or unincorporated organizations or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each such covenant and restriction contained herein shall be separately valid and enforceable to the fullest extent permitted.

Schedule 1 to Schedule "B"

BENEFITTED LANDS

In the City of Kanata, in the Regional Municipality of Ottawa-Carleton:

FIRSTLY: All lots and blocks on each of the following plans of subdivision:

- (a) Plan 4M-510;
- (b) Plan 4M-651;
- (c) Plan 4M-652;
- (d) Plan 4M-653;
- (e) Plan 4M-739;
- (f) Plan 4M-741;
- (g) Plan 4M-827;
- (h) Plan 4M-828;
- (i) Plan 4M-847;
- (j) Plan 4M-881;
- (k) Plan 4M-883;
- (l) Plan 4M-884;
- (m) Plan 4M-909; and
- (n) Plan 4M-925.

SECONDLY: Those portions of the following lands registered in the name of Genstar Development Company Eastern Ltd. as of November 1, 1996:

- (a) Part of Lot 5, Concession 3 of the geographic Township of March;
- (b) Part of Lot 6, Concessions 2 and 3 of the geographic Township of March;
- (c) Part of Lot 7, Concessions 2 and 3 of the geographic Township of March;
- (d) Lot 8, Concessions 2 and 3 of the geographic Township of March; and
- (e) Part of Lot 9, Concessions 2 and 3 of the geographic Township of March.

THIRDLY: Part of Block 1, Plan 4M-881, designated as Parts 1, 2, 3, 4, 5 and 6, inclusive, Plan 4R-12476.

FOURTHLY: Part of Block 56, Plan 4M-883, designated as Part 7, Plan 4R-12476.

FIFTHLY: *Per* Lot 3, Concession 2 and 3 of the geographic Township of March.

