

Properties

<i>PIN</i>	57339 - 0263 LT
<i>Description</i>	LOT 1, PLAN 49M105; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 49R19488 AS IN MN13111E; SUBJECT TO AN EASEMENT OVER PART 5 PLAN 49R19488 AS IN MN13111E; SUBJECT TO AN EASEMENT OVER PARTS 3 AND 4 PLAN 49R19488 AS IN RE200385; TOWNSHIP OF MCNAB/BRAESIDE
<i>Address</i>	RENFREW
<i>PIN</i>	57339 - 0264 LT
<i>Description</i>	LOT 2, PLAN 49M105; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 49R19488 AS IN MN13111E; SUBJECT TO AN EASEMENT OVER PART 3 PLAN 49R19488 AS IN RE200385; TOWNSHIP OF MCNAB/BRAESIDE
<i>Address</i>	RENFREW
<i>PIN</i>	57339 - 0265 LT
<i>Description</i>	LOT 3, PLAN 49M105; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 49R19488 AS IN MN13111E; TOWNSHIP OF MCNAB/BRAESIDE
<i>Address</i>	RENFREW
<i>PIN</i>	57339 - 0266 LT
<i>Description</i>	LOT 4, PLAN 49M105; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 49R19488 AS IN MN13111E; TOWNSHIP OF MCNAB/BRAESIDE
<i>Address</i>	RENFREW
<i>PIN</i>	57339 - 0267 LT
<i>Description</i>	LOT 5, PLAN 49M105; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 49R19488 AS IN MN13111E; TOWNSHIP OF MCNAB/BRAESIDE
<i>Address</i>	RENFREW
<i>PIN</i>	57339 - 0268 LT
<i>Description</i>	LOT 6, PLAN 49M105; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 49R19488 AS IN MN13111E; TOWNSHIP OF MCNAB/BRAESIDE
<i>Address</i>	RENFREW
<i>PIN</i>	57339 - 0269 LT
<i>Description</i>	LOT 7, PLAN 49M105; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 49R19488 AS IN MN13111E; TOWNSHIP OF MCNAB/BRAESIDE
<i>Address</i>	RENFREW
<i>PIN</i>	57339 - 0270 LT
<i>Description</i>	LOT 8, PLAN 49M105; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 49R19488 AS IN MN13111E; TOWNSHIP OF MCNAB/BRAESIDE
<i>Address</i>	RENFREW
<i>PIN</i>	57339 - 0271 LT
<i>Description</i>	LOT 9, PLAN 49M105; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 49R19488 AS IN MN13111E; TOWNSHIP OF MCNAB/BRAESIDE
<i>Address</i>	RENFREW
<i>PIN</i>	57339 - 0272 LT
<i>Description</i>	LOT 10, PLAN 49M105; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 49R19488 AS IN MN13111E; TOWNSHIP OF MCNAB/BRAESIDE
<i>Address</i>	RENFREW
<i>PIN</i>	57339 - 0273 LT
<i>Description</i>	LOT 11, PLAN 49M105; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 49R19488 AS IN MN13111E; TOWNSHIP OF MCNAB/BRAESIDE
<i>Address</i>	RENFREW
<i>PIN</i>	57339 - 0274 LT
<i>Description</i>	LOT 12, PLAN 49M105; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 49R19488 AS IN MN13111E; TOWNSHIP OF MCNAB/BRAESIDE
<i>Address</i>	RENFREW
<i>PIN</i>	57339 - 0275 LT
<i>Description</i>	LOT 13, PLAN 49M105; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 49R19488 AS IN MN13111E; TOWNSHIP OF MCNAB/BRAESIDE
<i>Address</i>	RENFREW
<i>PIN</i>	57339 - 0276 LT
<i>Description</i>	LOT 14, PLAN 49M105; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 49R19488 AS IN MN13111E; TOWNSHIP OF MCNAB/BRAESIDE
<i>Address</i>	RENFREW
<i>PIN</i>	57339 - 0277 LT

Properties

Description LOT 15, PLAN 49M105; TOWNSHIP OF MCNAB/BRAESIDE
Address RENFREW
PIN 57339 - 0280 LT
Description BLOCK 18, PLAN 49M105; SUBJECT TO AN EASEMENT IN GROSS AS IN RE267323; TOWNSHIP OF MCNAB/BRAESIDE
Address RENFREW
PIN 57339 - 0282 LT
Description BLOCK 20, PLAN 49M105; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 49R19488 AS IN MN13111E; SUBJECT TO AN EASEMENT OVER PART 3 PLAN 49R19488 AS IN RE200385; TOWNSHIP OF MCNAB/BRAESIDE
Address RENFREW
PIN 57339 - 0261 LT
Description PART LOT 17, CONCESSION 2, MCNAB, PARTS 1, 2 AND 5 PLAN 49R19488; SAVE AND EXCEPT LANDS LAID OUT BY PLAN 49M-105; TOWNSHIP OF MCNAB/BRAESIDE
Address RENFREW

Consideration

Consideration \$1.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name KDSA DEVELOPMENT CORP.
Address for Service 228 Bradford Street
 Ottawa, Ontario K2B 5Z6
 I, SUSAN ANGLIN, PRESIDENT, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Party To(s)

Capacity

Share

Name BRAEBURN ESTATES COMMUNITY ASSOCIATION
Address for Service Suite 16, 2583 Carling Avenue
 Ottawa, Ontario K2B 7H7

I, SUSAN ANGLIN, have the authority to bind the corporation
 This document is not authorized under Power of Attorney by this party.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.
 This notice is for an indeterminate period
 Schedule: See Schedules
 This document is being registered pursuant to Inhibiting Order RE266992 registered on 2020/10/20

Signed By

Martin Zvi Black 1770 Woodward Drive, Suite 200 acting for Signed 2020 11 12
 Ottawa Applicant(s)
 K2C 0P8

Tel 613-722-0015
 Fax 613-722-5932

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

MARTIN Z BLACK LAW OFFICE 1770 Woodward Drive, Suite 200 2020 11 12
 Ottawa
 K2C 0P8

Tel 613-722-0015
 Fax 613-722-5932

The applicant(s) hereby applies to the Land Registrar.

Fees/Taxes/Payment

Statutory Registration Fee	\$65.30
Total Paid	\$65.30

File Number

Applicant Client File Number :	KDSD001
Party To Client File Number :	KDSD001

LAND TITLES ACT

**Application to register Notice of an unregistered estate, right, interest or equity
Section 71 of the Act**

TO: The Land Registrar for the Land Titles Division of Renfrew No. 49

I, Martin Black, am the solicitor for the applicant, KDSA Development Corp.

I confirm that the applicant is the registered owner, and I confirm that this document effects an interest in the lands described as follows:

FIRSTLY:

Lot 1, Plan 49M-105, Township of McNab / Braeside, in the County of Renfrew being PIN 57339-0263

SECONDLY:

Lot 2, Plan 49M-105, Township of McNab / Braeside, in the County of Renfrew being PIN 57339-0264

THIRDLY:

Lot 3, Plan 49M-105, Township of McNab / Braeside, in the County of Renfrew being PIN 57339-0265

FOURTHLY:

Lot 4, Plan 49M-105, Township of McNab / Braeside, in the County of Renfrew being PIN 57339-0266

FIFTHLY:

Lot 5, Plan 49M-105, Township of McNab / Braeside, in the County of Renfrew being PIN 57339-0267

SIXTHLY:

Lot 6, Plan 49M-105, Township of McNab / Braeside, in the County of Renfrew PIN 57339-0268

SEVENTHLY:

Lot 7, Plan 49M-105, Township of McNab / Braeside, in the County of Renfrew being PIN 57339-0269

EIGHTHLY:

Lot 8, Plan 49M-105, Township of McNab / Braeside, in the County of Renfrew being PIN 57339-0270

NINTHLY:

Lot 9, Plan 49M-105, Township of McNab / Braeside, in the County of Renfrew being PIN 57339-0271

TENTHLY:

Lot 10, Plan 49M-105, Township of McNab / Braeside, in the County of Renfrew being PIN 57339-0272

ELEVENTHLY:

Lot 11, Plan 49M-105, Township of McNab / Braeside, in the County of Renfrew being PIN 57339-0273

TWELFTHLY:

Lot 12, Plan 49M-105, Township of McNab / Braeside, in the County of Renfrew being PIN 57339-0274

THIRTEENTHLY:

Lot 13, Plan 49M-105, Township of McNab / Braeside, in the County of Renfrew being PIN 57339-0275

FOURTEENTHLY:

Lot 14, Plan 49M-105, Township of McNab / Braeside, in the County of Renfrew being PIN 57339-0276

FIFTEENTHLY:

Lot 15, Plan 49M-105, Township of McNab / Braeside, in the County of Renfrew being PIN 57339-0277

SIXTEENTHLY:

Block 18, Plan 49M-105, Township of McNab / Braeside, in the County of Renfrew being PIN 57339-0280

SEVENTEENTHLY:

Block 20, Plan 49M-105, Township of McNab / Braeside, in the County of Renfrew being PIN 57339-0282

EIGHTEENTHLY:

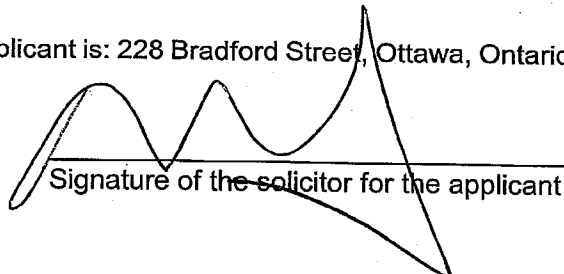
Part of Lot 17, Concession 2, being Parts 1, 2 and 5 on Plan 49R-19488, save and except lands laid out by Plan 49M-105; Township of McNab / Braeside, in the County of Renfrew being PIN 57339-0261

The lands are registered in the name of KDSA Development Corp., and I hereby apply under Section 71 of the *Land Titles Act* for the entry of a Notice in the register for the said parcel.

This Notice will be effective for an indeterminate time.

The address for service of the applicant is: 228 Bradford Street, Ottawa, Ontario K2B 5Z6.

Dated: November 10, 2020


Signature of the solicitor for the applicant

JOINT USE AND MAINTENANCE AGREEMENT

AMONG:

KDSA DEVELOPMENT CORP.
as current owner of the Property

AND:

KDSA DEVELOPMENT CORP.
on behalf of future Owners of the Lots

AND:

BRAEBURN ESTATES COMMUNITY ASSOCIATION
the "Association"

WHEREAS KDSA Development Corp. ("KDSA") is the owner of the fifteen (15) residential lots and other lands, all as described in Schedule "A" hereto (collectively referred to herein as the "Property");

AND WHEREAS the Association is the owner of the Recreational Lands as such term is hereinafter defined, and as described in Schedule "B" hereto;

AND WHEREAS this Agreement is being registered to define and establish the rights and obligations among the Association and the Owners of the Property, their mortgagees and tenants, from time to time, with respect to the Recreational Lands;

AND WHEREAS any person or corporation who acquires an interest in any Lot after this Agreement is registered shall be bound by the provisions of this Agreement;

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. DEFINED TERMS AND SCHEDULES

1.1 Definitions:

In this Agreement, the following terms shall have the meanings ascribed to them herein:

- (1) "Common Property" means the Recreational Lands and those services and utilities located on or under the Recreational Lands, including docks, decks, structures, firepits, barbeques, hydro transformers, pathway lights, wires, pipes, cables, propane lines, internet, data and communications lines, storm sewers, sanitary sewers, water mains and catch basins, together with conduits and enclosures for such services and utilities placed on or under the Recreational Lands at the present time and as replaced, altered and added in the future from time to time, and shall include the waterfront licence and access rights granted to the Association by Ontario Power Generation, as well as the easement in favour of the Association over Block 18 on the Plan;
- (2) "Lots" means the residential lots registered on the Plan 49M, and such other residential lots as may be registered on the remainder of the Property, and "Lot" means one of such Lots.
- (3) "Membership Fees" means the total annual expenses of maintaining, repairing and replacing the Common Property, as described in Article 4.
- (4) "Owners" means the owners from time to time of Lots, and their respective heirs, executors, administrators, successors and assigns, and "Owner" means one of such Owners.
- (5) "Plan" means Plan 49M-105, in the Township of McNab / Braeside, in the County of Renfrew, as registered in the Land Titles Office of Renfrew (No. 49).
- (6) "Proportionate Share" means a fraction the numerator of which is 1 and the denominator of which is the total number of Lots from time to time.
- (7) "Recreational Lands" means those lands legally described as Block 17 on the Plan.

1.2 Schedules:

The following Schedules to this Agreement are integral parts of the Agreement:

- Schedule "A" - Legal Description of the Property
- Schedule "B" - Legal Description of Recreational Lands
- Schedule "C" - Form of Estoppel Certificate
- Schedule "D" - Form of Assumption Agreement

2. THE COMMON PROPERTY

2.1 Right-of-Way over the Common Property

Each Owner will, within ten (10) days of becoming an Owner, become a Member in the Association, and shall thereby enjoy a right-of-way through, over, across, along and upon the Common Property, in accordance with the provisions of this Agreement and the By-Laws of the Association, in common with KDSA and all other Owners and Members in the Association, from time to time.

2.2 This Agreement Binds All Owners

By accepting a Transfer of a Lot, each Owner acknowledges and agrees:

- (1) to be bound by this Agreement and to be deemed to have contracted directly and for valuable consideration with every other Owner for every term and condition of this Agreement, without right to later deny its validity or enforceability according to its terms; and
- (2) not to use, occupy or deal with the Common Property or exercise any easements or rights described herein, except in compliance with this Agreement.

2.3 Parking

The Owners acknowledge and agree that:

- (1) short-term and guest parking of ATV's and golf carts only shall be permitted on such parts of the Common Property, as may be designated as such from time to time by the Association; and
- (2) no vehicle shall otherwise obstruct access to any part of the Common Property at any time.

2.4 Relationship of Owners

No Owner is, or is intended to be, or shall be deemed to be the partner, agent or legal representative of any other Owner, except to the extent provided for in this Agreement.

2.5 Several Liability

As between the Owners, the obligations of each Owner relating to the Common Property as a whole shall be several and not joint and the obligation of any Owner shall be limited to that Owner's Proportionate Share.

3. MANAGEMENT OF THE COMMON PROPERTY

3.1 Management of Common Property

The parties agree that the Common Property shall be managed and operated by the Association.

3.2 Duties

The Association agrees to:

- (1) maintain, operate and repair the Common Property to a first-class standard of care, cleanliness and appearance;
- (2) keep the Common Property insured according to the requirements of this Agreement;
- (3) establish and utilize a reserve fund for contingencies including the major repair and replacement of the Common Property;
- (4) hire experienced service personnel to cut the grass, maintain the landscaping, decks, barbeques and other structures and amenities, and plough and shovel snow on the Recreational Lands;
- (5) generally, oversee the management and operation of the Common Property; pay all realty taxes and other municipal, provincial improvement rates or other government taxes, rates or assessments, including local rates, water and sewer rates, charged, assessed, levied or issued against the Recreational Lands; and
- (6) enforce the Association's Articles, By-laws, Rules, Regulations and Restrictions, and to make such amendments thereto as are necessary or desirable from time to time.

3.3 Remedial Actions

If the Association fails to perform any of its responsibilities pursuant to Section 3.2, KDSA may but shall not be obliged to exercise such responsibilities, and shall be entitled to charge to the Association a reasonable fee for labour furnished or materials supplied by KDSA or its nominees, servants, contractors or agents to fulfill such responsibilities and, in default of payment on demand, KDSA shall have the same rights and remedies as set out in Section 4.5 below.

4. MEMBERSHIP FEES

4.1 Membership Fees

The Membership Fees shall be sufficient to cover the expenses associated with the duties set out in Section 3.2.

4.2 Payment of Membership Fees

Each Owner shall pay to the Treasurer of the Association, or as the Association may otherwise direct by notice to the Owners, his, her or its Proportionate Share of the Membership Fees at such time or times determined by the Association regardless of when the expense will be incurred, without any set off or deduction. The Association may request that payment be made by delivery to the Treasurer of the Association of a series of monthly post-dated cheques for the Owner's Proportionate Share of the estimated Membership Fees for each year.

4.3 Change in Membership Fees

The total amount to be collected for Membership Fees may from time to time be changed by a notice from the Association advising that additional funds are necessary to keep Membership Fees current and setting out with reasonable detail the reason for the decision of the Association.

4.4 Priority of Membership Fees

The Owners agree that each Owner's obligation to pay his, her or its Proportionate Share of the Membership Fees shall constitute a first charge upon each Owner's lands subject only to municipal taxes having statutory priority. The amount of an Owner's Membership Fees arrears will have priority to the rights of any purchaser or mortgagee of an Owner's interest, whether the rights of the purchaser or mortgagee were created before or after the Membership Fees became due. The said charge shall be deemed to be a charge to which the *Mortgages Act*, R.S.O. 1990, c. M.40, as amended from time to time, applies.

4.5 Default

If an Owner does not pay his, her or its Proportionate Share of Membership Fees, or any part thereof, when required (the "Defaulting Owner"), the amount in arrears shall bear interest in favour of the Treasurer as trustee for the other Owners at a rate of interest which is equal to five (5%) per annum above the prime lending rate of the Royal Bank of Canada on the date of each default.

If the Defaulting Owner's failure to pay continues for a period of fifteen (15) days, the other Owners, in addition to the rights set out in Section 4.4, shall have the right to collect the arrears by action and shall have a charge upon the Defaulting Owner's Lot until the arrears are paid in full. If the arrears are not or have not been paid within thirty-five (35) days of the due date, the other Owners or any of them (the "Paying Owners") shall be entitled to advance the necessary sum on behalf of the Defaulting Owner. As security for this advance, the Defaulting Owner hereby charges his or her Lot in favour of the Paying Owners in the amount so contributed from time to time together with interest and agrees that the terms of such charge are those terms set out in the charge terms filed under the *Land Registration Reform Act*, R.S.O. 1990, c. L.4, as number 200033. The Treasurer of the Association is hereby appointed as representative and trustee on behalf of all Paying Owners to bring all such actions and proceedings, in the name of the Treasurer, to enforce the rights of the Paying Owners against the Defaulting Owners.

4.6 Non-avoidance

The obligations of an Owner to become a member of the Association and to contribute towards Membership Fees shall not be avoided by waiver of the right to use the Common Property, or by abandonment or by any other means.

5. SALE BY OWNER

5.1 Notice of Sale

When an Owner enters into an agreement for the sale of his, her or its Lot, the Owner shall immediately notify the Association of such sale, the name and address of the purchaser and date set for the completion of the sale. Before completing the sale, the Owner shall pay to the Association his, her or its Proportionate Share of Membership Fees then due by such Owner.

5.2 Assumption Agreement

When the Owner sells his, her or its Lot, the Owner must cause the purchaser/transferee to sign and deliver to the Association an Assumption Agreement substantially in the form attached hereto as Schedule "D", or such other form as required by the Association, whereby such purchaser/transferee assumes in writing all of the obligations of the Owner under this Agreement. If the Owner sells without obtaining this Assumption Agreement and delivering it to the Association, the Owner shall continue to be liable for the obligations imposed under this Agreement despite having sold his, her or its Lot. Notwithstanding the foregoing provisions of this Section, a purchaser who has not signed an assumption agreement as required shall, upon registration of a transfer of the Lot in favour of such purchaser, be deemed to have signed an assumption agreement pursuant to which such purchaser has assumed, from the date of transfer of title to the purchaser, all obligations of the former Owner of the Lot under this Agreement.

5.3 Purchasers' Estoppel Certificate

At the written request of an Owner, or a purchaser from an Owner, or of a mortgagee or proposed mortgagee of an Owner, and upon payment of the Association's then current fee, the Association shall deliver an Estoppel Certificate in the form attached hereto as Schedule "C".

6. INSURANCE

6.1 Insurance Coverage

The Association shall obtain and maintain the following insurance:

- (1) insurance against fire, major perils and such other perils as the Association may from time to time deem advisable insuring the Common Property in an amount equal to the replacement cost of the Association's real and personal property without deduction for depreciation;
- (2) public liability and property damage insurance, and insurance against the Association's liability resulting from breach of duty as occupier of the Common Property, with limits to be determined by the Association, but not less than five million dollars (\$5,000,000.00); and
- (3) such insurance as the Association may deem necessary or desirable for the purpose of indemnifying the members of the Association.

6.2 Provisions Affecting Coverage

Every policy of insurance referred to in Article 6 shall insure the interests of the Association and the Owners from time to time as their respective interests may appear, with respect to the Common Property, and to the extent reasonably available shall contain the following provisions:

- (1) waivers of subrogation against the Owners, the Association, their agents, employees and servants and as against the Owners and then permitted occupants except for arson, fraud, vehicle impact, vandalism, or malicious mischief;
- (2) such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days' prior written notice to the Owners;
- (3) waivers of any defence based on co-insurance or of invalidity arising from the conduct or any act or omission or breach of statutory condition of any insured;
- (4) any coverage provided or monies payable under any insurance purchased by any of the Owners, occupants or mortgagees shall not be brought into contribution with any coverage or monies payable pursuant to policies obtained by the Association.

6.3 Settlement

The Association shall have the exclusive right to adjust any loss and settle any claims with respect to all insurance and to give such releases as are required, and any claimant.

7. INDEMNIFICATION

7.1 Indemnification

Each Owner shall indemnify and save harmless KDSA, the Association and the other Owners from and against any losses, costs, damage, injury or liability whatsoever which any other Owner may suffer or incur resulting from or caused by an act or omission of the Owner, the Owner's servants or agents, guests and tenants to or with respect to the Common Property, except for any loss, cost, damage, injury or liability caused by an insured (as defined in any policy or policies of insurance) and to the extent insured against by the Owners.

7.2 Indemnification of Association

Except in the case of gross negligence or fraud on the part of the Association, its servants or agents, the Owners shall indemnify and save harmless the Association and its members from and in respect of any and all liability and from all claims or demands arising out of damage or injuries to persons or property in or about or in any way connected with the Common Property.

8. ARBITRATION

8.1 Arbitration

If there is any dispute, difference or question concerning the interpretation or enforcement of this Agreement, then the dispute, difference or question shall be referred to arbitration. The arbitration shall be conducted by three (3) persons, one (1) to be appointed by each side to the dispute and a third (3rd) to be appointed by the two (2) so appointed. If either side to the dispute fails to appoint an arbitrator within ten (10) days after one (1) of the parties has appointed an arbitrator and has notified the other in writing of the appointment and of the matter in dispute to be dealt with, the other arbitrators shall be appointed in accordance with the provisions of the *Arbitration Act 1991, S.O. 1991*.

9. MISCELLANEOUS

9.1 Choice of Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

9.2 Further Assurances

The Owners and the Association agree to sign such further and other papers, cause such meetings to be held and resolutions passed, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement.

9.3 Notices

The delivery of any notice required to be given to the Association or to Owners shall be effective upon personally delivered or if mailed, in this case notice shall be deemed to be delivered four (4) days after the date of mailing if mailed by prepaid registered post, addressed to the Association at its registered head office address, or to an Owner, at the address of the Lot or if the Owner has given written notice of an alternate address for service, at the last recorded address for the Owner in the ownership records maintained by the Association.

9.4 Severability

Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality shall not affect the validity of the remainder of this Agreement.

9.5 Interpretation

This Agreement shall be read with all changes of gender and number required by the context.

9.6 Successors and Assigns


This Agreement is for the benefit of and binds KDSA, the Owners, the Association, and their respective heirs, executors, administrators, successors and assigns.

9.7. Amendments


No amendment to this Joint Use and Maintenance Agreement shall be effective unless it is in writing and signed by the Association, KDSA and all Owners, and registered on the titles to the Recreational Lands and the Lots.

IN WITNESS WHEREOF the parties hereto have hereunder executed this Agreement on the 9th day of November, 2020.


KDSA DEVELOPMENT CORP.

Per: 
Susan Anglin, president
I have authority to bind the corporation

KDSA DEVELOPMENT CORP.

Per: 
Susan Anglin, president
I have authority to bind the corporation

BRAEBURN ESTATES COMMUNITY ASSOCIATION

Per: 
Susan Anglin, president
I have authority to bind the corporation

SCHEDULE "A"**The Property****FIRSTLY:**

Lot 1, Plan 49M-105, Township of McNab / Braeside, in the County of Renfrew being PIN 57339-0263

SECONDLY:

Lot 2, Plan 49M-105, Township of McNab / Braeside, in the County of Renfrew being PIN 57339-0264

THIRDLY:

Lot 3, Plan 49M-105, Township of McNab / Braeside, in the County of Renfrew being PIN 57339-0265

FOURTHLY:

Lot 4, Plan 49M-105, Township of McNab / Braeside, in the County of Renfrew being PIN 57339-0266

FIFTHLY:

Lot 5, Plan 49M-105, Township of McNab / Braeside, in the County of Renfrew being PIN 57339-0267

SIXTHLY:

Lot 6, Plan 49M-105, Township of McNab / Braeside, in the County of Renfrew PIN 57339-0268

SEVENTHLY:

Lot 7, Plan 49M-105, Township of McNab / Braeside, in the County of Renfrew being PIN 57339-0269

EIGHTHLY:

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ELEVENTHLY:

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FIFTEENTHLY:

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being PIN 57339-0277

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Block 20, Plan 49M-105, Township of McNab / Braeside, in the County of Renfrew
being PIN 57339-0282

EIGHTEENTHLY:

Part of Lot 17, Concession 2, being Parts 1, 2 and 5 on Plan 49R-19488, save and except lands laid out
by Plan 49M-105; Township of McNab / Braeside, in the County of Renfrew
being PIN 57339-0261

SCHEDULE "B"
Recreational Lands

Block 17, Plan 49M-105, Township of McNab/Braeside, in the County of Renfrew
being PIN 57339-0279

SCHEDULE "C"
ESTOPPEL CERTIFICATE

I, _____, Treasurer of the Association established pursuant to a Joint Use and Maintenance Agreement registered with the Land Titles Office of Renfrew (No. 49) as Instrument No. RE _____, CERTIFY THAT:

1. The Owner of Lot ____ on Plan 49M-105 is not in default in the payment of his, her or its Proportionate Share of the Membership Fees under the Joint Use and Maintenance Agreement.
 2. The Owner's Proportionate Share of Membership Fees for this Lot is \$ _____ annually, payable on the ____ day of _____, 202__.
 3. The Association is not presently considering any increase in the Membership Fees.
 4. To the best of my knowledge, none of the Owners nor the Association is presently involved in any legal action or proceedings affecting the Common Property.
 5. The Association is not aware of any proposed substantial addition, alteration or improvement to or renovation of the Common Property.
 6. The Association has secured all policies of insurance that are required under the provisions of the said Joint Use and Maintenance Agreement.
 7. The address of the Association is:
-
-
9. The Association's Reserve Fund amounts to \$ _____ as at the ____ day of _____, 202__.

DATED at _____ this _____ day of _____, 202__

Name:
Office:

SCHEDULE "D"

ASSUMPTION AGREEMENT

Current Owner(s) _____ (the "Vendor")

New Owner(s) _____ (the "Purchaser")

Property: _____
Municipal Address _____
Lot Number on Plan 49M-105 _____ (the "Property")

RECITALS

- (a) The Vendor has agreed to sell the Property to the Purchaser, subject to a Joint Use and Maintenance Agreement affecting the Property and other properties within the Braeburn Estates Subdivision (the "Project") registered with the Land Titles Office at Renfrew (No. 49) as Instrument No. RE _____ and any subsequent supplemental agreement(s) (the "Joint Use Agreement").
- (b) This sale transaction is to be completed upon the date of registration of a Transfer/Deed from the Vendor to the Purchaser with the said Land Titles Office (the "Effective Date").
- (c) The Vendor and Purchaser acknowledge that the Vendor's obligations under the Joint Use Agreement shall continue beyond the Effective Date despite the sale of the Property unless and until the Vendor and Purchaser enter into this Agreement and deliver an executed copy of it to the Braeburn Estates Community Association (the "Association").

Therefore, in consideration of the completion of the sale transaction recited above, the release of the Vendor provided for in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Vendor and Purchaser agree as follows:

Assignment and Acceptance of Joint Use Agreement

- 1. The Vendor hereby assigns the Vendor's membership in the Association and the Vendor's right, title and interest and the benefits and obligations under the Joint Use Agreement and this Agreement to the Purchaser and the Purchaser's successors as of the Effective Date.
- 2. The Purchaser hereby accepts this assignment and agrees to assume the obligations of the Vendor under the Joint Use Agreement as of the Effective Date as if the Purchaser was an original signatory to the Joint Use Agreement. The Purchaser further agrees to indemnify the Vendor from any claims related to these obligations under the Joint Use Agreement arising from the Effective Date.

Vendor's Release

- 3. The Purchaser acknowledges and agrees that, except for liabilities outstanding at the Effective Date, the Vendor is and shall be hereby released from the Vendor's obligations under the Joint Use Agreement as they relate to the Property in accordance with the provisions thereof and this Agreement, and the Purchaser substituted for the Vendor in this regard, when the Association endorses this Agreement by signing the Acknowledgement and Consent contained below.

Purchaser's Obligations Regarding Future Transfers

- 4. The Purchaser agrees to assign all of the Purchaser's rights, title, and interest and the benefits and obligations under the Joint Use Agreement to any future purchaser, transferee or successor in title of or to the Property and obtain such party's acceptance and assumption of the Joint Use Agreement in like manner to this Agreement, and the Purchaser acknowledges and agrees that he/she/it will remain liable for obligations related to the Property under the Joint Use Agreement despite transferring the Property to a new owner unless and until the Purchaser enters into an agreement in substantially the same form as this agreement with the new owner.

Further Assurances

- 5. The Vendor further hereby covenants, promises and agrees to well and truly execute or cause to be executed all or any such further or other document or documents as shall or may be required to more completely or fully vest in the Purchaser the said rights, benefits and obligations hereby assigned or intended so to be.
- 6. This Agreement shall enure to the benefit of and shall be binding upon the heirs, executors, administrators, successors and assigns of the Vendor and Purchaser.

Dated effective: _____
(Effective Date)

Vendor 1 _____

Purchaser 1 _____

Vendor 2 _____

Purchaser 2 _____

My/Our forwarding address for service is:

My/Our address for service is:

ASSOCIATION'S ACKNOWLEDGEMENT AND CONSENT

The Association:

- (a) acknowledges receipt of this Assumption Agreement from the Vendor and Purchaser;
- (b) acknowledges receipt of notice of, and consents to the assignments of the rights and obligations of the Vendor under the Joint Use Agreement to the Purchaser and the substitution of the Purchaser for the Vendor in this regard; and
- (c) releases the Vendor from any further obligations under the Joint Use Agreement arising as of and from the Effective Date.

Dated this _____ day of _____ 20____

BRAEBURN ESTATES COMMUNITY ASSOCIATION

Per: _____
Name:
Title:

I have authority to bind the Association