

**EXHIBIT “E” TO THE INTERVAL OWNERS AGREEMENT
OWNER’S RULES THE MUSKOKAN RESORT CLUB INC.**

Updated April ●, 2020

The following are the Rules for your use and enjoyment of your Villa at The Muskokan Resort Club (the “Club”). The most important rules are unwritten: *The Golden Rules*.

(A) *Treat your other Villa Owners as you would want them to treat you.* This will enhance both the enjoyment of your vacation and that of others. Making new friends is one of the benefits of vacation ownership. Treating others with care and consideration will also enhance this aspect of your vacation.

(B) *You are an Owner; the way you care for The Muskokan Resort Club will play an important part in protecting its value.* The Muskokan Resort Club is a blend of both beautiful and functional surroundings. Therefore, we are certain you will want to maintain and care for your Club lakefront community, enabling you to enjoy your vacation to the fullest while protecting its value in the years to come.

Terms defined in the Interval Owners Agreement shall have the same meaning here in these Rules, unless otherwise defined. “You” means each Owner and Occupant.

Definitions:

“**Affiliate**” means an Entity that is affiliated with another Entity. Two (2) or more corporations are *affiliated* where:

- (i) one (1) Entity is the subsidiary of another Entity;
- (ii) two (2) Entities are subsidiaries of the same Entity;
- (iii) two (2) or more Entities are controlled directly or indirectly by the same individual, group of individuals, entity, or group of entities; or
- (iv) two (2) or more Entities are affiliates of the same Entity.

An Entity is “**controlled**” by a Person if:

- (a) the Person owns more than 50% of the voting shares or memberships of the Entity; and
- (b) the votes attached to those shares or memberships are sufficient, if exercised, to elect a majority of the directors of the Entity.

“**Entity**” (or “**Entities**”, as applicable) means a corporation, trust, or any other legal personality established for the purpose of carrying on business.

“**Innkeeper**” means the person employed by the Club and designated by the Board as such, from time to time.

“**Person**” means an individual or Relative thereof as well as any Entity and its Affiliate(s).

“**Relative**” means an individual who is connected to a Person by blood relationship, marriage, common-law partnership or adoption.

“**Renter**” means an individual, other than a Registered Interval Owner, who has paid to occupy any Assigned Use Period.

“**Visitor**” means an individual who is not connected to a Person by blood relationship, marriage, common-law partnership or adoption.

1. **Maximum Occupancy:** The maximum allowable occupancy for a Carling Villa is eight (8) persons a Sandfield Villa, a Sandfield on the Creek or Trail Villa, Water’s Edge and a Belmont Villa is ten (10) persons. A person includes an infant over 2 of age. If any applicable law sets a lower limit, that lower limit will apply. *Owners who exceed the maximum occupancy shall receive a written warning on their first offence, a fine of \$250.00 on their second offence and a fine of \$500.00 for all subsequent offences.*
2. **You Must Obey the Interval Owners Agreement and Other Governing Documents:** Everyone must obey the Rules stated in this Exhibit and in all other parts of the Interval Owners Agreement and other governing documents.
3. **Violations:** Your failure to abide by these Rules or the other governing documents may result in: (a) being fined or having other money penalties imposed; (b) suspension of rights and privileges, including a suspension of your use and Exchange privileges or any other monetary penalty as approved by the Board.
4. **Check-In and Check-Out Times:** Check-in time 4:00 pm and Check-out time 11:00 am. Owners who check out after 11:00 am or who check in prior to 4:00 pm *shall receive a written warning on their first offence, a fine of \$250.00 on their second offence and a fine of \$500.00* for all subsequent offences. Owners checking in after or checking out before their allotted days are asked to inform the Innkeeper to ensure proper control and security of your villa.
5. **What Happens if Someone Fails to Leave on Time:** You must vacate by the check-out day and time as set out in these Rules. Consequences, as described in **Article IV** of the Interval Owners Agreement and the fines as set out in Rule 1 above, will apply if you fail to vacate accordingly.
6. **Use Rights:** The following Rules are intended to supplement what is stated in **Article II** of the Interval Owners Agreement: [Note: The specific Use Period and check-in/check-out day as confirmed to you by the Club in accordance with that Article and these Rules is called your "Assigned Use Period" in that Article. The Villa as confirmed to you by the Club in accordance with that Article and these Rules is sometimes called your "Assigned Villa" in that Article and these Rules].
 - (a) the choice of Floating Weeks for Intervals in Villas constructed in the first phase of the Development will be given to Owners in accordance with Rotational Procedure "1" [see Exhibit "B" attached to the Interval Owners Agreement];
 - (b) the choice of Floating Weeks for Intervals in Villas constructed in the second phase of the Development will be given to Owners in accordance with Rotational Procedure "2" [see Exhibit "C" attached to the Interval Owners Agreement];
 - (c) the choice of Floating Weeks for Intervals in Villas constructed in the third phase of the Development will be given to Owners in accordance with Rotational Procedure "3" [see Exhibit "D" attached to the Interval Owners Agreement];
 - (d) Owners who own four (4) or more Intervals, whether in one Villa or any number of Villas, shall not be permitted to rent or otherwise give use of his/her Assigned Use Period/Periods, other than to his/her Authorized Relatives, for more than three summer weeks cumulative per year for all Intervals owned by that Owner. The remaining weeks of each Interval must be occupied by that Owner and/or his/her Authorized Relatives. For the purpose of this Rule:
 - (i) “**Authorized Relatives**” means those Relatives that have been authorized by the Owner, by providing written notice to the Club, to use/occupy the Owner’s Interval(s), and who shall not be subject to the occupancy restriction set out in this Rule.

- (ii) “**days**” includes those days forming part of both an Owner’s Floating and Fixed Weeks.
- (ii) “**Owner**” includes an Owner of an Interval as well as such Owner’s Relatives and Affiliates.
- (f) To comply with Rule 6(d), Owners that are corporations or other Entities shall only be permitted to authorize as Authorized Relatives those individuals that are Relatives of the individual(s) in control of the corporation or Entity. If there is a dispute as to who is in control of the corporation or Entity or as to whether a proposed individual constitutes an Authorized Relative, such dispute shall be decided by the Board in its absolute and sole discretion, acting reasonably.
- (g) The following repercussions shall apply to any Owner found to have contravened Rule 6(d):
 - (i) First offence: the Club will provide the Owner with a strict warning, which shall be recorded in the Owner’s file.
 - (ii) Second offence: the Club shall apply a penalty of \$5,000 or the then current market summer rental rate for the Interval (whichever is greater).
 - (iii) Third and subsequent offences: the Club shall apply a \$6,500 penalty for each offence.

For clarity, the Club’s failure to realize that an Owner has committed an offence under this section immediately after the time at which the Owner committed the offence shall not bar the Club from charging the Owner the applicable penalty once the Club does realize that an offence has been committed. Where an Owner fails to pay any amount charged to him/her/it under this section, such Owner shall be prohibited from entering his/her/its Interval until the penalty has been paid in full.

- (h) your right to use your Assigned Use Period will be automatically cancelled if you do not pay your Basic Charges for the upcoming calendar year, including all interest, late charges and costs of collection and enforcement including, but not limited to, court costs and legal fees, by the due dates set out in Rule 7; and
- (i) you must also be current on all other payments due to the Club, including Basic Charges, before you make any use of your Assigned Use Period or effect an Exchange.

7. **Payment of Charges:** Each Owner will be responsible for the Common Expenses and Charges (“Basic Charges”). These Basic Charges for the upcoming year are to be billed before November 15 and must be paid in 2 equal installments dated January 1 and July 1, both postdated cheques to be received no later than December 15 or as indicated on the invoice. Your right to the use of your Assigned Use Period for the upcoming year will be cancelled if you do not pay these Basic Charges by the due dates of the calendar year in which they are due.

Each person who becomes an Owner and gets an Assigned Use Period in the calendar year of purchase is responsible for the proportionate Basic Charges during that calendar year from the Closing Date to the end of such calendar year (“Proportionate Basic Charges”). These Proportionate Basic Charges will be billed as of the Closing Date of the Owner’s Purchase Contract and shall be paid in 2 equal installments, with postdated cheques dated January 1 and July 1 of the year of closing to be received at the Closing Date. Each person who becomes an Owner and gets an Assigned Use Period after October 15 in any calendar year shall pay its Proportionate Basic Charges on the Closing Date. For all subsequent years to the calendar year of closing, Basic Charges will be invoiced and paid in accordance with the first paragraph of this Section 7.

8. **Fees, Expenses and Charges:**

The following fees, expenses and charges are established by these Rules:

(a) Rental Fees:

- i) **a fee equal to One Hundred Dollars (\$100) plus HST** for each week rented by the Owner if the rental of such week is arranged solely by the Owner;
- ii) **if the Owner has entered into an agreement with the administrator appointed by the Club to rent a week, a fee equal to Ten Percent (10%) plus HST of the rent** charged by the Owner **for each week rented by the administrator, with a minimum applicable fee of \$100 plus HST;**
- iii) such fee shall not apply to any Owner who has transferred the use of a week to The Registry Collection.

(b) Transfer Fees:

- i) **Two Hundred Dollars (\$200.00)** plus any incidental legal fees charged by the Transfer Agent of the Club plus HST for the sale of an Interval, when using a licenced realtor to perform the transaction;
- ii) the transfer fee as set out in i) above shall not apply if such transfer is to the estate of an Owner but a fee, plus incidental legal fees charged by the Transfer Agent of the Club plus HST, as applicable, shall apply if the estate of the owner transfers ownership of the Interval to anyone other than an immediate family member;
- iii) except for incidental legal fees charged by the Transfer Agent of the Club plus HST, the Transfer Fee shall not apply if such transfer is made by the Owner to an immediate family member of the Owner;
- iv) such fee, if appropriate, shall be deducted by the Transfer Agent of the Club on closing; and
- v) consent to any Transfer shall not be given until all fees, expenses, charges and Project Expense charges are paid by the Owner.

(c) Exchanges Fee (i.e. swap fee)

- i) Each Owner is entitled to two (2) Interval Exchanges free of charge per calendar year and all subsequent Exchanges will be subject to **a fee equal to Two Hundred Dollars (\$200) plus HST per week if such Exchange is arranged by an administrator appointed by the Club.**

(d) Other

- i) **a fee equal to Fifty Dollars (\$50) for any NSF cheque** provided to the Club in payment of fees, expenses or charges;
- ii) **a fee equal to Twenty Five Dollars (\$25) plus HST** and rounded up to the nearest Twenty Five Dollar (\$25) increment based on the shipping quote **will be charged for any shipments made from the Club;**
- iii) **a fee equal to Forty Five Dollars (\$45) plus HST will be charged per Turnover Bag** (linens and sundry for villa) provided to any guest during a stay;
- iv) any fees, expenses and charges received after their due date and any Project Expense payments received after their installment dates will be considered delinquent; and
- v) **delinquent payments will be subject to the following charges and interest, based on any late payment(s) received within any twelve (12) month period:**
 - a) a first late payment made sixteen (16) days or later after its due date shall be subject to a five hundred dollar (\$500.00) late charge and the amount of the late payment

shall be subject to interest at the rate of ten percent (10%) for the first sixty days that the payment remains outstanding and an interest rate of twenty percent (20%) thereafter;

b) a second late payment made sixteen (16) days or later after its due date shall be subject to a one thousand dollar (\$1000.00) late charge and the amount of the late payment shall be subject to interest at the rate of twenty percent (20%);

c) a third late payment shall result in the Club exercising its security interest against the Interval(s), up to and including, but not limited to, the registration of a lien and the sale of the Interval(s).

d) following late payments which constitute an event of default, the Club reserves the right to rent any Interval(s) of the Owner in default and to collect the income and apply it to any outstanding payments, in accordance with the Interval Owners Agreement. Any rental that has been booked pursuant to this provision and the Interval Owners Agreement shall remain in force, notwithstanding the defaulting Owner curing their default.

All fees provided in this paragraph are exclusive of HST.

9. **Care of Interior Furnishings and Equipment:** You must keep your Villa in good order and condition. You are responsible for any damage, other than normal wear and tear, done to a Villa and its Common Furnishings during your Use Period. *Any damage or loss in excess of \$100* will be billed directly to you. If you do not pay these charges, your use and Exchange privileges shall be suspended until the charges have been paid. You may also be fined.

You should report any damage or deterioration to your Villa or its Common Furnishings to the Property Manager as soon as possible after checking in.

You must remove all your personal property from your Villa at check-out time. Any personal property left in your Villa after check-out time will be treated as if it was abandoned.

10. **Non-Building Modifications:** You may not make any change, including reorganization or removal of any of the Common Furnishings including, furniture, wall hangings or floor coverings, or redecorating of any type, within your Assigned Villa or other area of the Property.
11. **Villa Cleaning:** A complete Villa cleaning is provided immediately after check-out. The cost of these clean-ups will be a standard clean-up fee and is included in your Basic Charge. During your Assigned Use Period, you must keep your Assigned Villa in good order and condition and, if you do not do so, you will be charged for any extra cleaning services required. Charges for extra cleaning services will be billed directly to you as a Personal Charge. If you do not pay these Charges, your use and Exchange privileges may be suspended until all the Charges including all interest, late charges and costs of collection and enforcement, including, but not limited to, court costs and legal fees, have been paid. *Owners who leave their Villa in a condition that requires additional cleaning shall receive a warning letter on their first offence, shall be charged an extra \$250.00 cleaning fee on their second offence and an extra \$500.00 cleaning fee on all subsequent offences.*
12. **Inventory of Interior Furnishings and Equipment:** During the Service Period between each Use Period, (see subsection (c) of Section 2.02 of the Interval Owners Agreement) the Property Manager may conduct an inventory of the Common Furnishings. *Missing or damaged items in excess of \$100 will be charged to the Owner* who last used that Villa, or whose Visitors or Renters last used that Villa. An accounting of the missing or damaged items and a bill will be sent by the Club to the appropriate party.

You should report any missing or damaged items of Common Furnishings to the Property Manager as soon as possible after check-in; otherwise you may be charged for the damaged or missing items.

13. **Pass Key:** The Property Manager has a pass key to all Villas and Storage Lockers. In case of any emergency, the Property Manager or its employees may enter your Assigned Villa or Storage Locker. If that happens, the

Property Manager will tell you, as soon as reasonably possible, why he entered your Assigned Villa or Storage Locker.

14. **Safety and Health and Other Rules:** The Property Manager may request that you refrain from engaging in loud or disturbing activities, including the use of musical instruments, stereo equipment or equivalent, or late-evening entertaining. "Late evening" is after 11:00 p.m. The Club may make further Rules. You must obey all of these Rules and requests.
- (a) No dangerous animals may be brought onto the Property. Violation will be subject to expulsion from the Property and subject to a cleaning penalty and/or loss of use and Exchange privileges.
 - (b) Non-dangerous pets may be allowed in Villas designed as "Pet Friendly". Whether an Owner's Assigned Villa is designated "Pet Friendly" or "No Pets" is stipulated in his Owner's Purchase Contract. All household pets while in an Owner's Assigned Villa shall be maintained in such a manner that their behaviour, including but not limited to, noise or odour, are not offensive to reasonable standards. Pets must be leashed at all times when outdoors. You are responsible for the clean-up of your pets' litter. No pets permitted on the Property shall be allowed into the common buildings on the Property or any villa designated as pet free. Dog access to the beach and lake is restricted to the designated "Dog Beach" area.
 - (c) *The fine for owner or renter allowing a pet in a pet free villa will be \$500 per day.*
 - (d) No smoking is allowed inside your Assigned Villa or the common buildings situated on the Property except in an area the Board (or the Property Manager on the Board's behalf) has specifically designated as a smoking area. *Any owner or renter who smokes in a Villa which includes the Muskoka Room will be subject to \$500 fine as cleaning fee.*
15. **Storage:** You may not keep personal property at the Property, except in your Villa during your Use Period and in your personal Storage Locker. Each Owner is responsible for the safekeeping of their personal property. Neither the Club nor the Property Manager shall be responsible for lost or stolen items and are hereby released from any liability with respect to lost or stolen personal property. Access to your storage locker is restricted to the time you are using your assigned week.
16. **Control of Children:** Parents are responsible for the conduct of their children. Children are not permitted to play on any part of the Property designated as "off limits" for children by the Board or the Property Manager. "Children" means anyone under the age of sixteen (16) years.
17. **Visitors and Renters:** Subject always to Rule 2 and 6(d), you may rent or give use of your Assigned Use Period to others or invite guests to share occupancy of your Assigned Villa during your Assigned Use Period, but you are responsible for them.

The Property Manager will not let anyone into a Villa without written permission from the Owner who has the right to use it at that time. If you intend to have a Visitor or Renter use your Assigned Use Period, you must inform the Club in writing before the first day of your Assigned Use Period. Please state the name and address of each Visitor and Renter.

When they check in, your Visitor and Renters will be required to show proof of identification; to sign a registration card; to sign an agreement to obey these Rules; and to provide a damage deposit of \$1000.

Visitors and Renters will also be required to pay a Resort Fee upon check in equal to Twenty Five Dollars (\$25) plus HST per night of their stay. Refunds will not be issued in the event of the Visitor or Renter departing early.

Owners are responsible for conduct and fines if not paid by renter or guest.

18. **Motorized Watercraft:** No personal watercraft such as a Sea-doo or Jet Ski shall be allowed to be used, moored, parked or operated from or on the Property. *Violators will be subject to \$250 fine per day*. No other motorized boats shall be allowed except at designated docking areas. Access to docking is on a first come

first serve basis. Reservations in advance not accepted for dock space. Docking privileges are only available during the Owners Interval week.

If the use of the week is by a Visitor or Renter, a fee equal to Seventy Five Dollars (\$75) plus HST per night OR Five Hundred Dollars (\$500) plus HST per week will apply for the use of a boat slip.

19. **Snowmobiles:** Snowmobiling shall not be allowed on the Property but ingress and egress to off-site areas shall be permitted if conducted without delay and otherwise in an orderly manner.
20. **Garbage Disposal:** On a daily basis between dawn and 11:00 am Owners and Occupants shall place any debris, refuse or garbage on their front porch for pick-up. No Owner or Occupant shall place, leave or permit to be placed or left in or upon the common elements (including those of which he/she has the exclusive use) any debris, refuse or garbage, except during that time period. Owners or Occupants shall deposit their refuse and recycling in the bins provided. Debris, refuse or garbage shall be contained in properly tied polyethylene or plastic garbage bags not exceeding twenty-five (25) pounds per bag in weight. Where such debris, refuse or garbage consists of large items, crates or cartons, the Owner or Occupant shall arrange with the Property Manager or supervisor for disposal thereof and such crates or cartons shall not, in any event, be left outside the Villa.
21. **Common Elements:** Use of the common elements shall be subject to the Rules which the Board may make to promote the safety, security or welfare of the Owners or Occupants and of the Property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements.
- (a) No one shall harm, mutilate, destroy, alter or litter the common elements or any of the landscaping work on the Property, if any;
- (b) No equipment shall be removed from the common elements by, or on behalf of, any Owner or Occupant;
- (c) The passageways and walkways which are part of the common elements shall not be obstructed by any of the Owners or Occupants or used by them for any purpose other than for ingress and egress to and from a Villa or some other part of the common elements;
- (d) Any physical damage to the common elements caused by an Owner or Occupant, his guests and visitors shall be repaired by arrangement and under the direction of the Property Manager at the cost and expense of such Owner or Occupant;
- (e) No tent shall be erected, placed, located, kept or maintained on the common elements and no trailer, either with or without living, sleeping or eating accommodations shall be placed, located, kept or maintained on the common elements; and
- (f) No clothes line of any nature is permitted on the Property.
22. **Parking:** For the purpose of these Rules, "motor vehicle" means a private passenger automobile, station wagon, compact van, or motorcycle as customarily understood.
- (a) No vehicles, equipment or machinery, other than motor vehicles shall be parked or left on any part of the common elements other than areas designated for parking and without limiting the generality of the foregoing, no parking areas shall be used for storage purposes.
- (b) No servicing or repairs shall be made to any motor vehicle, trailer, boat, snowmobile, or equipment of any kind on the common elements without the express written consent of the Property Manager. No motor vehicle shall be driven on any part of the common elements other than on a driveway or parking space.
- (c) No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the common elements, other than in a designated parking space.
- (d) All motor vehicles operated by Occupants must be registered with the Property Manager upon the

Property Manager's request. Each Occupant shall provide to the Property Manager the license numbers of all motor vehicles driven by Occupants of that Villa upon the Property Manager's request.

(e) No motor vehicle shall be driven on any part of the common elements at a speed in excess of posted speed limit of twenty-five (25) kilometers per hour.

(f) No person shall park a motor vehicle in contravention of these Rules, otherwise such person shall be liable to be ***fined at \$250 per day*** or to have his motor vehicle towed from the Property in which event neither the Club, the Property Manager nor their agents shall be liable whatsoever for any damage, costs or expenses whosoever caused to such motor vehicle or to the owner thereof.

23. Recreational Facilities and Amenities:

Any recreational facilities and amenities constructed in a Development phase shall be used at the user's risk.

Entrance to any recreational facility or amenity implies the acceptance and full observance of the posted "Rules and Regulations" which the Property Manager determines to be appropriate in order to properly operate this facility taking into account the safety, security and enjoyment of the users and for the purpose of preventing unreasonable interference with the use and enjoyment of this facility by its users. The Rules and Regulations will also set out hours of operation.

It is understood that the recreational facilities and amenities in the Development include the Clubhouse, Boathouse Spa (exercise room and outdoor hot tub), swimming pool, tennis and sport courts and shuffleboard and children's playground.

24. Golf Carts: Golf carts are to be used for transportation to the parking lot and villas. Intent is not to use carts as internal transportation to beach, spa, tennis courts or clubhouse especially for villas that share carts.

- (a) All drivers must have valid Drivers License.
- (b) All persons in a golf cart shall remain seated when in use and joy riding is prohibited.
- (c) Drinking alcohol while driving the golf cart is prohibited.
- (d) Golf carts must not be parked or left unattended in parking lot but shall be left in designated golf cart parking area adjacent to maintenance building
- (e) ***Owners may be subject to fine of \$250 and golf cart privileges suspended for balance of your stay for violating golf cart rules.***

If the use of the week is by a Visitor or Renter, a fee equal to One Hundred and Fifty Dollars (\$150) plus HST per week will apply for the use of a golf cart. Permission to access the golf cart must be provided in writing to the Club by the Owner of the week before the check in of the Visitor or Renter. If written permission is not provided, golf cart access will not be granted.

25. Club House:

- (a) Hours of operation of the Club House are 8 am to 10 pm. Club House can be reserved by Owners for after hours use through Innkeeper.
- (b) Movie room access shall be by reservation only by contacting the Innkeeper.

26. Pontoon Boat:

- (a) Subject to availability of staff, tours of the lake may be arranged through the Innkeeper. Such tours shall not exceed 90 minutes. There will be two tours day, scheduled by Innkeeper.
- (b) There will be no Boat Tours on "change over" days Fridays and Mondays. Sunday tours are restricted to 11:30 and to 2:30 pm and solely to discretion of innkeeper.
- (c) For owners there is no charge for tours.

- (d) Visitors and Renters will be charged \$75 per villa per family per tour. Renters are to reserve and pay for the tour at least one day in advance with Concierge.

Summary of Fees and Fines

OWNER FEES

Rental Fee \$100 plus tax – for rentals done by owners
 Rental Commission 10% of total plus tax (with a minimum fee of \$100 plus tax)
 Transfer Fee \$200 plus tax – for the sale of an Interval when using a licensed realtor
 Exchange/Swap Fee \$200 plus tax – for week swaps AFTER first two ‘free’ swaps

VISITOR & RENTER FEES

Resort Fee \$25 plus tax per night
 Boat Slip Rental \$500 plus tax per week OR \$75 plus tax per night
 Golf Cart Rental \$150 plus tax per week
 Pontoon Boat Tour \$75 plus tax

MISCELLANEOUS FEES

NSF Fee \$50 plus tax
 Shipping Fee \$25 plus tax (rounded up to the nearest \$25 based on shipping quote)
 Villa Turnover Bag Fee \$45 plus tax

FINES (first offense is written warning unless otherwise specified)

Occupancy Fine (second offense) \$250 plus tax
 Occupancy Fine (subsequent offenses) \$500 plus tax

Early Check-in Fine (second offense) \$250 plus tax
 Early Check-in Fine (subsequent offenses) \$500 plus tax

Late Checkout Fine (second offense) \$250 plus tax
 Late Checkout Fine (subsequent offenses) \$500 plus tax

Misuse of Weeks by Owners with 4 or More villas (second offense) \$5,000 plus tax or the then current market summer rental rate for the interval (whichever is greater)
 Misuse of Weeks by Owners with 4 or More villas (subsequent offenses) \$6,500 plus tax

Delinquent Project Expense Payments (first offense of sixteen days or later) \$500 plus tax plus interest
 Delinquent Project Expense Payments (second offense of sixteen days or later) \$1,000 plus tax plus interest
 Delinquent Project Expense Payments (third offense of sixteen days or later) Loss of Use

NOTE: Right to Assigned Use Period is automatically cancelled if Basic Charges for the upcoming calendar year are not paid.

Damage to Villa or Furnishings in excess of \$100 will be charged directly to owner (or visitor or renter)

Cleaning Fine (second offense) \$250 plus tax
 Cleaning Fine (subsequent offenses) \$500 plus tax

Pet Fine \$500 per day plus tax

Smoking Fine \$500 plus tax (as cleaning fee)

Sea-doo/Jet Ski Fine \$250 per day plus tax

Parking Fine \$250 per day plus tax

Golf Cart Misuse Fine \$250 plus tax