RULES REGARDING THE USE OF THE RECREATIONAL FACILITIES AT THE MONDEO SPRINGS CONDOMINIUM PROJECT
(hereinafter referred to as the "Mondeo Club Rules")

PREAMBLE

The embodiment of condominium living is "the communal" aspect of both ownership and lifestyle. The purchase of your dwelling unit brings with it the right to use and enjoy all of the recreational facilities and amenities intended to be shared by the owners, residents, tenants and invitees of Mondeo Springs – Phase 1 municipally described as 8 Mondeo Drive (the "Phase 1 Condominium") and the owners, residents, tenants and invitees of Mondeo Springs – Phase II municipally described as 18 Mondeo Drive (the "Phase II Condominium"), with all of such recreational facilities and amenities, including any equipment contained therein or utilized in connection therewith, being hereinafter collectively referred to as the "Mondeo Club".

Like every community, the Mondeo Club must have rules and regulations to govern the conduct and affairs of its members or users, and these rules are a reflection of the mutual cooperation, consideration and respect that should be shown by each member or user to his or her neighbours. Mondeo Developments Inc. (the "Declarant") has established a set of rules governing the use and operation of the Mondeo Club for adherence by the owners, residents, tenants and invitees of the Phase 1 Condominium and the Phase II Condominium (hereinafter collectively referred to as the "Two Condominiums". Once ownership of the Mondeo club has been formally transferred by the Declarant to the Two Condominiums, then a committee will be formed (hereinafter referred to as the "Shared Facilities Committee") comprised of an equal number of members or representatives appointed by each of the boards of directors of the Two Condominiums, and the Shared Facilities Committee will be empowered to make additional rules respecting the use and operation of the recreational facilities and amenities in order to promote and foster the safety, security and welfare of the members and users of the Mondeo Club.

The rules initially adopted and imposed by the Declarant are rather comprehensive. While there is no intention to burden members and users of the Mondeo Club with a multitude of overly-detailed and incomprehensible duties and obligations that are difficult to remember and enforce, it is nevertheless felt that the enclosed rules are logical (and for the most part, a matter of common sense), and have been designed to enhance the condominium lifestyle concept. Accordingly, you are urged to familiarize yourself with the rules of the Mondeo Club annexed thereto, and to communicate same to members of your family, your tenants and/or guests intending to use the recreational facilities and amenities that your condominium enjoys. A working knowledge of these rules will ensure that the Mondeo Club is a pleasant and safe complex that offers the optimum of enjoyment and maximum usage of its facilities.

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Finally, please keep in mind that the following rules are intended to be read and construed with all changes in gender and/or number as may be required by the context.

DEFINITIONS

In addition to the defined terms otherwise noted herein, the following words, terms and/or phrases shall have the meanings set out below:

The Act:

Shall mean the Condominium Act, 1998, S.O. 1998, as amended (the "Act"). For the purposes of clarity, the use of any words, terms or phrases defined in the Act shall have the same meaning respectively ascribed to them in the Act whenever same are used or referred to in these rules.

Board or Board of Directors:

Shall mean the board of directors of the Phase 1 Condominium and/or the Phase II Condominium (as the context may require), elected pursuant to the provisions of the Act.

Guest:

Shall mean any invitee, licensee, employee, agent and/or contractor of any owner or tenant of a dwelling unit within either of the Two Condominiums, provided such owner or tenant resides with (and is the current occupant of) such dwelling unit.

Manager:

Shall mean the property management company retained by the Declarant to manage the operation of the Mondeo Club, together with its agents, employees or licensees, as the context may require.

Owner:

Owner shall mean the registered owner of a dwelling unit within either of the Two Condominiums.

Reciprocal Agreement:

Shall mean the agreement entered into between the Declarant and the Phase I Condominium (with the Declarant having entered into same for and on behalf of the Phase II Condominium), pertaining to the mutual use and enjoyment of (as well as the cost of maintaining and repairing) the Mondeo Club, as well as any counterpart agreement or other agreement supplementing same.

Recreation Facilities:

Shall mean the Mondeo Club, comprising the indoor recreation centre designated as unit 9 on level 1 in the Phase 1 Condominium (hereinafter referred to as the "Phase 1 Recreation Centre Unit"), and the indoor recreation centre designated as unit 15 on level 1 in the Phase II Condominium (hereinafter referred to as the "Phase II Recreation Centre Unit"), together with all rooms, facilities, equipment and/or appurtenances thereto which are contained within any of the foregoing units or used in connection therewith.

Resident:

Shall mean an Owner or Tenant (as hereinafter defined) who resides within (and is the current occupant of) a dwelling unit within either to the Two Condominiums.

Tenant:

Shall mean any lessee(s) of a dwelling unit within either of the Two Condominiums.

Mondeo Club Access:

No owner, who is also not a resident, shall be entitled to use the Mondeo Club.

1. Each Resident of a unit shall apply for and obtain an identification/access card. Arrangements to obtain the card should be made with the recreation coordinator or the Manager.

2. A Resident must carry the identification/access card at all times.

3. Each suite may be issued with two guest passes at any one time, which guest passes shall be issued upon such conditions, and upon payment of such charges, as the Manager may determine in its sole and unfettered discretion.

4. Guest passes and identification/access cards must be produced by any Guest and/or Resident upon reasonable demand by the Manager. Upon the sale or lease of his or her dwelling unit, the Resident shall return all identification cards and guest passes to the Manager. In the event that an identification/access card or guest pass is lost or misplaced, a replacement cost shall be paid in the amount pre-determined by the Manager.

5. No owner, who is not also a Resident, shall be entitled to obtain or keep an identification/access card permitting his or her use of the Mondeo Club.

Recreation Facilities

A. Recreation Centre Units

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1. Residents are required to wear shoes, together with a shirt or robe, while using the Recreation Facilities (e.g. while using the gymnasium or the fitness Centre and while walking throughout the Mondeo Club).

2. Each Resident must accompany his or her Guest in the Mondeo Club at all times.

3. Each Resident is responsible for ensuring that his or her Guest is fully aware of all rules and regulations.

4. Children under the age of 16 are not permitted to use the Recreation Facilities without the supervision of a Resident adult.

5. Radio or tape recorders (except the use of personal stereo equipment with headphones at a volume such that same is not audible to others) are not allowed in the Mondeo Club.

6 Pets will not be allowed in the Mondeo Club at any time.

7. The use of the Recreation Facilities may be restricted during any organized activities of either of the Two Condominiums and/or the Declarant.

8. Smoking is not allowed in the Mondeo Club.

9. Food and beverages shall only be allowed in designated areas of the Mondeo Club.

10. The cost of any damage to any of the Recreation Facilities by a Resident and/or Guest will be borne by (and be the sole responsibility of) the Resident.

11. Boisterous behavior of any sort, including yelling, running or rowdyism and other general forms of misconduct are not permitted within the Recreation Facilities at any time, and any person who commits same may be ejected from the Recreation Facilities by the Manager. The Manager shall have the unfettered discretion to determine what constitutes "boisterous behavior".

12. The maximum number of people using or enjoying the Mondeo Club at any one time shall not exceed the capacity allowed by the relevant regulations contained within the Ontario Fire Code, and any regulations promulgated pursuant thereto as well as any other present or future legislation or regulations restricting the number of persons allowed to be present within the Mondeo Club at any one time. The maximum number of people permitted in any room situate within the Recreation Centre Unit

shall be in accordance with the sign posted in such room, with the sign stating the maximum capacity of the room in accordance with the local fire authority's regulations.

13. The Recreation Facilities shall be used in strict accordance with any sign(s) posted setting out permitted uses. In addition, all Residents and Guests shall use the Recreation Facilities at their own risk, on the express understanding that the Two Condominiums, their respective Boards and the Manager hereby disclaim any responsibility and liability for any loss, damage or injury suffered by anyone using (or traveling through) the Mondeo Club, whether as a result of any negligence or otherwise, and each of the Two Condominiums, their respective Boards and the Manager shall be fully indemnified and saved harmless with respect to (and be released from) any loss, costs, damage and/or liability whatsoever arising or incurred in connection with any injury or damage to persons or property occasioned by the use of the Recreation Facilities by any Resident(s) and/or Guest(s).

14. Camera, cell phones that can be used to capture images, and video recording devices, are not permitted in any change room, pool area and/or aerobics/fitness room.

B. Swimming Pool

- Swimming Pool: defined as the enclosed pool area within the Phase 1 Recreation Centre Unit, as well as the whirlpools in the deck area adjacent to the swimming pool.

- Deck Area: defined as the area bounded by the walls surrounding the swimming pool, but excluding the whirlpools within the deck area.

1. The swimming pool is unsupervised, and bathers under the age of 12 are not allowed within the swimming pool (nor within the deck area) unless accompanied and supervised by a parent or guardian who is 16 years of age or over. The total number of bathers in the swimming pool, at any one time shall not exceed 10.

2. No person infected with a communicable disease or having open sores on his or her body shall be allowed to enter the swimming pool.

3. No person shall pollute the water in the swimming pool in any manner, and the spitting of water and blowing of noses in the pool (or on the deck) are prohibited.

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4. No person shall smoke, drink, eat, or bring a glass container into the swimming pool area or deck area.

5. No person shall engage in boisterous play in or about the swimming pool or the deck area.

6. Each bather shall take a shower, using warm water and soap (which shall be thoroughly rinsed off prior to entering the swimming pool).

7. Inflatable children's toys or floats are not permitted in the swimming pool. However, CSA-approved life jackets are permitted in the swimming pool.

8. In the event of an emergency, pick up the wall phone for direct communication to security personnel. In addition, the emergency phone number 911 is posted above the wall telephone in the swimming pool area. This telephone line is designated for emergency use only, and must not be used for any other purposes.

9. Bathing caps must be worn by all persons with hair longer than collar length.

10. Neither diving nor jumping is permitted in the swimming pool.

11. Running is not permitted in the swimming pool nor within the deck area.

12. No Resident or Guest shall permit any child who is not toilet-trained to use the swimming pool. In addition, rubber pants over diapers and/or the changing of diapers is prohibited within the swimming pool.

13. Residents and Guests are required to wear proper attire when in the swimming pool and deck area. Any form of clothing that is considered street clothing (in the ordinary sense) is not considered proper attire (e.g. cut off shorts).

14. Any Resident or Guest who uses suntan oil, lotion, cream or any other sun block or suntanning preparation must first shower and wash same off with soap prior to entering into the swimming pool.

15. Guests wishing to use the swimming pool must be accompanied by a resident.

16. The pool furniture within the swimming pool area (on the deck) <u>is not to be moved outside the swimming pool area</u>. Personal lounge furniture is not permitted in any of these areas.

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17. It is strongly recommended that no one swim alone since the swimming pool is unsupervised.

18. Residents are responsible for the disposal of their own garbage and that of their Guests.

19. No Resident and/or Guest under the age of 16 years are allowed in the swimming pool between the hours of 6:00 a.m. and 8:00 a.m. or 9:00 p.m. and 11:00 p.m.

20. The swimming pool, whirlpool, sauna and change room hours are 6:00 a.m. to 11:00 p.m. daily.

21. No Resident and/or Guest under the age of 14 years are allowed in the whirlpool or whirlpool area.

C. **Sauna Rooms**

1. No person under the age of 16 may use the saunas, unless accompanied by a Resident 16 years of age or older.

2. For health reasons, a maximum of 5 minutes per use of the saunas is suggested.

3. No food or beverage is allowed in the saunas.

4. No person shall pour water on to the sauna heating elements.

D. **Gymnasium**

1. Residents are required to wear shirts and non-marking (or non-skid) athletic shoes while using the gymnasium.

2. Drinks or food and glass containers are prohibited within the gymnasium.

3. Booking for the gymnasium may be made up to three (3) days in advance at the concierge desk. A security deposit by cheque (the amount to be predetermined by the manager) must be deposited with the concierge at the time of the booking.

4. The person who has reserved the court must sign in at the concierge desk before going into the gymnasium.

5. Guests must be accompanied by a Resident. The Resident must be a participant of the game.

6. Playing time is one hour and the gymnasium must be vacated promptly once playing time is expired.

7. The gymnasium will be forfeited if not used within 10 minutes of the time booked.

8. Play for two successive periods is not permitted by Residents or Guests from the same dwelling unit, or combination of dwelling units. However, if the gymnasium is not in use, these same players may reserve it at the Registration Desk 10 minutes after normal time of booking.

9. Cancellation must be made well in advance of booked playing times.

10. The gymnasium/table tennis room agreement is an integral part of these rules.

E. Fitness Centre (the "exercise room")

1. Proper attire is required when using exercise room, and while recognizing the variety of exercise suits and aerobic outfits available today, proper decorum must be exhibited in wearing outfits that do not overly expose the wearer. Shirts and shoes must be worn at all times. No street clothes shall be allowed to be worn, and only non-marking (or non-skid) athletic shoes shall be worn.

2. Residents and/or Guests shall not wear any sort of wet attire, including bathing suits, into the exercise room.

3. No persons under the age of 16 are allowed in the fitness centre.

4. Residents and/or Guests shall treat all equipment with reasonable care and caution.

5. Removal of any equipment from the exercise room for any purpose is strictly prohibited.

6. No food or beverage in a glass container is permitted within the exercise/aerobics room.

7. All Residents and Guests must, after using any machinery or equipment situate within the exercise/aerobics room, wipe such machinery or equipment clean of any perspiration.

8. Mats and exercise equipment must be replaced where they belong after use.

9. Fitness equipment is to be booked in advance of using equipment, there is a five (5) minute default. If you are not present within five (5) minutes of your booked time, your turn is forfeited.

10. The maximum use of each piece of equipment is 30 minutes per session.

F. Games Room/Virtual Golf Centre (the "games rooms")

1. Residents and/or Guests under 16 years of age are not permitted in the games rooms without being accompanied and supervised by a Resident over the age of 16.

2. Food and/or beverages are not permitted in the games rooms.

3. Residents and/or Guests are required to wear shoes and shirts while using the games rooms.

4. Advance reservations are recommended, and will supersede anyone who has not booked the games rooms. Reservations may be made by contacting the concierge desk. Only residents who are trained on the virtual golf centre will be permitted to use the equipment.

5. A booking period is one hour long. Multiple bookings will not be accepted. Exclusive use of the games rooms is prohibited.

6. Cancellation must be made well in advance of booked times.

7. A maximum of two (2) Guests are permitted to play, and they must be accompanied by a Resident. The Resident and his or her Guests must use one (1) billiard table or one (1) table tennis table only.

8. Equipment will be issued by the concierge staff upon receiving a deposit (the amount to be predetermined by the manager) and completing an agreement for use of the games room. The deposit will be returned by the concierge on return of any such equipment.

9. Radios and tape recorders are strictly prohibited in the games rooms.

10. After finishing with the use of the billiard table, the Residents and/or Guests shall ensure that the cues, cue rests and billiard balls are racked and stacked in the proper place. After finishing with the use of any golfing equipment provided by the Mondeo Club, if any, all such equipment must be returned it to the concierge desk. After finishing with the use of any table tennis equipment provided by the Mondeo Club, if any, all such equipment must be returned to the concierge desk.

11. Cues without tips are strictly prohibited from being used within the billiard room, and broken cues are to be delivered to the concierge desk.

12. The hours of the virtual golf room are Monday to Friday 6:00 a.m. to 11:00 p.m., Saturday and Sunday 8:00 a.m. to 11:00 p.m.

13. The hours of the billiards room and gymnasium are 6:00 a.m. to 11:00 p.m. daily.

14. The billiard games room agreement is an integral part of these rules.

G. **Card Room**

1. Food and beverages are permitted within the card room, but only during such times, and subject to such restrictions, as the Manager may decide from time to time.

2. No furniture may be removed from the card room without the prior consent of the Manager.

3. The use of the card room may be restricted during any organized activities of either of the Two Condominiums and/or the Declarant.

4. The card room is for its intended use only, unless used in accordance with paragraphs (1) one and (3) three of the card room rules.

5. The hours for the card room are 6:00 a.m. to 1:00 a.m. daily.

H. **Party Room/Dance Floor (hereinafter referred to as the "Party Room")**

1. The use of the Party Room is governed by the terms of the declaration of Phase 1 Condominium, and by the Reciprocal Agreement. The Party Room is usable only by those parties and for such purposes contemplated within the declaration of the Phase 1 Condominium and by the Reciprocal Agreement.

2. All bookings for the Party Room shall be made at the concierge desk, and should be made to no more than six (6) months in advance. The Manager may require such information from any party applying for the use of the Party Room, as the Manager deems reasonable or appropriate in its sole discretion.

   The TV in the party room is not used by any resident other than at parties.

3. Reservations can be made with the concierge for special programs and all fees must be paid within three (3) days after the booking is made.

4. The Party Room agreement with the Condominium shall be completed by each Resident wishing to use the Party Room in full and signed by the Resident and returned to the concierge. The Resident must be present during booked events.

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5. The Resident shall provide **a damage deposit plus a cleaning fee,** in such amount as the Manager may determine at the time reservation (hereinafter referred to as the **"Deposit"**). If the Deposit and cleaning fee is not paid to the Manager by way of a certified cheque or bank draft at least two (2) weeks prior to the reserved date, then the Manager shall cancel the reservation.

6. Subsequent to any event being held within the Party Room, the Manager shall determine if any damage has been occasioned to the Party Room and shall notify the Resident who rented the Party Room, in writing, as to such determination. In the event that no damage has been caused, the Deposit, less a reasonable deduction for cleaning charges, shall be returned to the Resident who used the Party Room. In the event that there is damage to the Party Room, then the Manager shall be empowered to apply the whole or any portion of the Deposit to the cost of repairing and rectifying such damage. In the event that the Deposit is insufficient to pay for the damage and cleaning expenses, then the Resident shall immediately reimburse the Manager for all sums expended by the Manager, in excess of the Deposit, in order to repair or rectify the damage and clean the Party Room.

7. Reservations must be cancelled no later than 48 hours prior to the reserved date, except in those circumstances where the reserved date falls on a statutory holiday, in which case the cancellation must be made at least one month in advance of the reserved date. Any cancellations within the final month prior to the reserved date shall result in the forfeiture of the Deposit.

8. Noisy or rowdy behavior is prohibited within the Party Room.

9. No loud music shall be permissible in the Party Room at any time.

10. All functions within the Party Room must be terminated as of 1:00 a.m. and the Party Room must thereafter be immediately vacated by all Residents and Guests.

11. A security guard shall be retained to monitor the access to (and egress from) the Party Room during the reserved event. The cost of retaining said security guard shall be paid for (or reimbursed by) the Resident in whose name the reservation has been made.

12. In no case shall liquor be sold (whether for profit or otherwise) at any function within any Party Room. No alcohol shall be served in the party room after 12:30 a.m.

13. Only events organized by either of the Two Condominiums, a Resident and/or Declarant shall be permitted within the Party Room. However, the access and use of the Party Room shall not be restricted based solely on the desired use of same, provided such use is otherwise lawful and does

not create undue noise, disturbance or inconvenience to other Residents, nor contravene any other rules set forth herein.

14. Paid-for parties (namely parties that require the selling of tickets) are strictly prohibited except those parties organized by the Declarant and/or the Shared Facilities Committee.

15. The party room agreement is an integral part of these rules.

I. Change Rooms

1. Any Resident or Guest using the change room must supply his or her own lock. In the event that a Resident or Guest leaves items unattended within a change room (i.e. which have not been stored or locked within a locker), then the Resident or Guest shall be fully responsible for any loss or damage occasioned thereto.

2. Lockers within the change rooms are reserved only for the use of Residents and/or Guests.

3. Locks must not be left on any locker overnight.

4. Neither of the Two Condominiums, nor their respective Boards, nor the Manager shall be responsible for any loss or left of or damage to any personal articles belonging to any Resident and/or Guest, howsoever caused or occasioned.

5. No Resident or Guest shall wear any wet or muddy footwear into the change rooms.

6. Boisterous or rowdy behavior or conduct is strictly prohibited within the change rooms.

7. No body or foot powder may be used within the change rooms, inasmuch as same may create a mess and/or a slippery hazardous condition.

8. Dyeing or tinting of hair within the change room area is prohibited.

J. Guest Suites

1. Guest suites are available on a first-come, first-serve basis through the concierge desk. Bookings shall be made no more than six (6) months in advance.

2. The Manager or Shared Facilities Committee may determine such conditions of use of the guest suite as they deem reasonable in their sole and unfettered discretion.

3. A charge may be levied by the Manager or Shared Facilities Committee for every night use of the guest suite, in such amounts as may be determined from time to time. Payment for the use of the room must be received within 48 hours before the booked date by the management office or the booking will be forfeited. All payments must be by certified cheque or money order payable to the Shared Facilities by the Resident booking the room.

4. An adult resident of the building must book the room, for use by their guests only.

5. Guests are not permitted use of any shared facility without the accompaniment of the adult resident.

6. A maximum stay for the guest of a resident, within the guest suite, is seven nights. Extended period request must be made in writing to the Shared Facilities Committee.

7. The guest suite shall not be occupied prior to 3:00 p.m. on the day of the reservation and on the last day of use, shall be vacated no later than 11:00 a.m. The guest will receive the keys and a set of rules for occupancy from the concierge desk.

8. The telephone is provided for local calls only and for dialing 911.

9. The Resident is responsible for any damages, losses, and liabilities, caused or occasioned by his guests. An inspection of the suite subsequent to the guests stay shall be conducted by the Property Manager or agent on behalf of the Corporation. In the event the damage has occurred then the property management office shall provide a written report to the resident, along with an invoice for payment of all costs, relating to the repair or clean up of the damage.

10. Guests are responsible for all personal items left within the guest suite and the Corporation shall bear no responsibility for the theft, damage, or destruction of any belongings of the guests. Personal items shall be retained by the Corporation for a period of 30 days at which time if the articles are not claimed will be deemed to be abandoned and be disposed of.

11. Guests of the resident shall sign a written acknowledgment agreeing that the occupancy of the guest room does not create the relationship of Landlord and Tenant as between the Corporation and the guest.

K. Barbecue Rules

1. The use of the facility is restricted to residents and their guests. Resident must accompany his/her guest(s) at all times when using the barbecues.

2. A maximum of four (4) guests and two (2) residents per suite are permitted per barbecue.

3. Children must be supervised and accompanied by an adult at all times.

4. Appointments for use of the barbecues are to be made at the concierge desk. (One barbeque per suite basis) A key deposit (the amount to be predetermined by the manager) in the form of a cheque made payable to Mondeo Springs Shared Facilities must be submitted to the concierge at the time of booking the appointment.

5. The use of the barbecues is limited to one (1) hour. Residents and guests may remain in the barbecue area for a maximum of two (2) hour time frame.

6. The gas valve shall be locked in the closed position after each use.

7. Each user must clean-up after using a barbecue by cleaning the grill surface with a wire brush provided.

8. All garbage must be wrapped, tied and placed in the disposal containers.

9. The Resident(s) is/are responsible for personal injuries, losses, liabilities or damage of property, caused or occasioned by his/her Guests. In case there has been damage occasioned to the barbecue equipment or surroundings by the Residents or their Guests, then the Property Manager shall provide a written report to the Resident, along with an invoice for payment of all costs, relating to repair or clean up of damage.

10. Guests are responsible for all personal items left within the barbecue area and the Corporation shall bear no responsibility for the theft, damage, or destruction of any belongings of the guests.

11. Each resident eligible to use the barbecue is responsible for ensuring that any guests are fully aware of all the rules and regulations.

12. The Corporation is not responsible for personal injuries, loss or damage of property.

13. No smoking is allowed in the barbecue area.

14. The Recreation Committee reserves the right to permit exclusive use of the barbecues for in-house activities arranged under the authority of the Committee for the benefit of all residents.

15. The barbecues may be used between the hours of 9:00 a.m. to 8:00 p.m. with 8:00 p.m. name the last appointment.

16. No glass or metal containers (other than cookware), or be construed as a safety and health hazard may be brought into the barbecue area.

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17. The use of tape players, radios etc. are limited to headsets.

18. The barbecue agreement is an integral part of these rules.

L. **Theatre Room**

1. The Theatre Room may be used by residents and their guests solely for watching movies or videos as well as privately booked functions.

2. The Theatre Room can be booked exclusively for a period of three (3) hours by an adult resident.

3. An adult resident, no less than 18 years of age, may book the Theatre Room for exclusive use.

4. All Theatre Room bookings must be made a minimum of seven (7) days and a maximum of two (2) months in advance and are on a first-come, first-served basis. Only one reservation will be held for any given suite at any given time. The Shared Facilities Committee reserves the right to determine how such bookings may be handled. Bookings must be cancelled by giving at least 48 hours notice.

5. An all-inclusive guest list (a maximum of 24 persons is allowed in the Theatre Room) is to be provided to the management office two (2) days prior to the booking. The use of the Theatre Room cannot be considered confirmed until the signed contract and the management office has received cheques.

6. Residents must arrange to greet their guests at the trade entrance and direct them to the Theatre Room. At no time may any common area doors be propped open to accommodate entry.

7. Theatre room guests are not allowed entry to any other facilities other than the common area washrooms and Theatre Room.

8. The viewing of pornographic or X-rated videotapes/DVDs is strictly prohibited within the Theatre Room.

9. The Theatre Room and all common areas are strictly non-smoking area. No food is allowed inside the room.

10. A security deposit by cheque or money order (amount to be pre-determinded by the manager) must be deposited with concierge desk at time of booking. This deposit will be returned providing there is no

damage. All the unclaimed cheques will be sent to management office and will be destroyed after three (3) months of the issued date.

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11. Applicants must ensure that the Theatre room is vacated by guests at the end of the showing.

12. The Theatre room agreement is an integral part of these rules.

M. Enforcement of Club Rules

1. The rules of the Mondeo Club shall be enforced in accordance with the terms of the Act, the respective declarations of each of the Two Condominiums, and the Reciprocal Agreement, and upon such further terms as the Manager or the Shared Facilities Committee may deem advisable, in their sole and unfettered discretion, from time to time.

2. In addition to any other powers regarding the enforcement of the rules herein set forth which the Manager or Shared Facilities Committee may have by virtue of the Act, the respective declarations of the Two Condominiums and/or the Reciprocal Agreement, the following enforcement regime shall prevail unless the breach or contravention of any rule creates an emergency situation, or in the opinion of the Manager or the Shared Facilities Committee, a more expedient remedial approach is required, namely;

   a) The offending or responsible Resident shall be notified in writing with respect to the first breach or offense, by the Manager and/or by the Shared Facilities Committee, and shall be given 14 days within which to rectify the violation or to signify the Resident's willingness to comply with the rules in the future;

   b) Upon the second breach or offense, the offending or responsible Resident shall be given written notice thereof and shall be required to signify to the Manager and/or the Shared Facilities Committee in writing, within two days after receiving the Resident's receipt of the aforesaid notice, but the Resident shall comply with the rules in the future; and

   c) Upon the third breach offence, and with respect to any further breaches or offenses committed by the offending or responsible Resident, the Manager and/or the Shared Facilities Committee may order the Resident to provide a security deposit to ensure future compliance with the rules by such Resident and/or his or her Guest, and said security deposit will be subject to forfeiture in the event that any further breach or contravention of the rules is occasioned by such Resident and/or his or her Guest.

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3. In the event that any of these rules require an Owner to pay monies hereunder and such monies are not paid within 30 days of demand therefor, such monies shall be deemed to be common expenses payable by such Owner and the condominium corporation in which such Owner resides shall be permitted to place a lien on title to the Owner's units in order to enforce payment of such monies.