

**S.S.C.C. #308 SIMCOE STANDARD CONDOMINIUM
CORPORATION NO. 308
November 1, 2016**

These rules were originally approved at the October 30, 2008 Annual General Meeting and reflect subsequent approved amendments:

May 26, 2010, September 17, 2010, December 8, 2010, August 1, 2014, October 10th, 2016

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RULES

The following rules made pursuant to the Condominium Act, 1998 shall be adhered to and observed by all owners (collectively, the “owners”), and the term “owner” shall include the owner of any unit in the Corporation and any other person(s) occupying the unit with the owner’s approval, including, without limitation, members of the owner’s family, tenants, guests, invitees and/or licensees.

Any losses, costs or damages incurred by the Corporation by reason of a breach of any rules, in force from time to time, by any owner or his/her family, guests, servants, agents or occupants of his/her unit shall be borne and/or paid for by such owner and may be recovered by the Condominium Corporation (the “Corporation”) against such owner in the same manner as common expenses. Should the owner be delinquent, after a reasonable amount of time, the Board will seek the services of legal counsel and will have a lien placed on the unit. Legal costs will form a portion of the total lien.

1. GENERAL

- a) Use of the common elements and units shall be subject to the rules which the Board may make from time to time to promote the safety, security or welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other individual units.
- b) Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all owners and occupants, their families, guests, visitors, servants or agents.
- c) Smoking is prohibited in all common elements areas including exclusive use common element areas such as balconies, terraces, parking units and storage lockers.
- d) Each residential dwelling unit shall be occupied and used only for residential purposes.
- e) Owners shall supply to the Condominium Property Manager the names of all residents and tenants of their unit.
- f) Residents are to immediately report to the Manager, superintendent or Security any suspicious person(s) seen on the property or any observed improper behavior.

2. QUIET ENJOYMENT

- a) All owners and their respective families, guests, visitors, servants and agents have a right to the comfort and quiet enjoyment of their units and of the common elements.
- b) No one shall create or permit the creation or continuation of any noise or activity which, in the opinion of the Board, the Condominium’s Property Manager, or on-site security agent, constitutes a nuisance or an annoyance to others. In such a case, the owner of the unit in question shall, at his/her expense, take such steps to remedy the situation as the Board requires. If the owner of the unit fails to take the required action, the Board shall take such steps as it deems necessary to remedy the situation. The owner of the

unit in question will be liable to the Corporation for all expenses, including legal fees, incurred by the Board in taking remedial action.

- c) No auction sales or public events shall be allowed anywhere on condominium property without the express consent of the Board.
- d) Open Houses on any dwelling unit being offered for sale must provide one person at the front lobby entrance door and one person in the suite to ensure access to the building is given only to those legitimately attending the Open House.
- e) Any repair work or improvements to any unit creating (or likely to cause) any noise or disturbance shall be permitted within the hours of 8:00 a.m. and 6:00 p.m.

3. PETS

- a) No animal, livestock or fowl of any kind other than two (2) general household domestic pets, being cats, dogs, canaries, budgies, or other small caged birds, or an aquarium of goldfish or tropical fish, shall be kept or allowed in any Dwelling Unit; any dog newly domiciled in a Unit by an owner or renter following implementation of these rules shall not exceed the weight of 15 (fifteen) kilograms or 33 (thirty-three) pounds.
- b) No pet, which is deemed by the Board, or the Condominium's Property Manager, in their absolute discretion, to be a nuisance, a behavioral problem, aggressive, or a danger to owners or other residents of the corporation shall be kept by any owner living in, occupying or visiting any Dwelling Unit. The owner or occupant of any unit housing an offending pet shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such pet, permanently remove such pet from the property. Notwithstanding the generality of the foregoing, no attack dogs shall inhabit any unit.
- c) No breeding of pets for sale or otherwise shall be carried on, in or around any unit and no pets are to be kept in a Parking Unit.
- d) Each owner and/or occupant of the unit, and/or their guests must ensure that his or her pet does not defecate and/or urinate upon any unit or common element area (including outdoor terrace and parking areas) and shall be obliged to clean up any mess that occurs thereon immediately thereafter. Should a pet owner fail to clean up after his or her pet as aforesaid, then the pet shall be deemed to be a nuisance.
- e) No pets are allowed on the common area shared terrace, gardens or grass.

4. SAFETY

- a) No hazardous, combustible or offensive goods, products or materials shall be stored or kept in the Dwelling Units, Parking Units, storage lockers or common elements including exclusive use common element areas such as balconies and terraces.
- b) No owner shall be permitted to install, place, store or use any type of barbecue equipment or facility within any unit or common element area, save and except for a portable electric barbecue whose size and specifications have been approved by the Board or the Corporation's Manager. Under no

circumstances shall any propane barbecue be used or brought into the Condominium, nor shall any natural gas barbecue be placed, stored or used on any balcony or patio area.

- c) Owners or occupants shall not overload existing electrical circuits or alter in any way the amperage of the existing circuit breakers.
- d) Water shall not be left running unless in actual use and no waste, garbage, rubbish, or noxious or unusual substances shall be disposed of into (or down) any toilet, sink or drain.
- e) Nothing shall be placed on any outside window sills or projections, or upon any patio, balcony or terrace railings. Nothing shall be thrown or swept out of any windows, doors, patios, balconies, nor shall any mops, brooms, dusters, rugs or bedding be shaken or beaten from any windows, doors, patios or balconies. Care should be taken in watering any outdoor plants on the balcony ensuring there is no water runoff to balconies below.
- f) Fireworks are prohibited.
- g) Only artificial Christmas trees and wreaths are permitted within individual dwelling units.

5. ENTRY KEY FOBS

- a) Fobs are the responsibility of the owners. If they are lost, broken or stolen the owner/tenant must report the situation to the Property Manager immediately so that the “at risk” fob can be deactivated. The owner/tenant is responsible for purchasing a replacement fob.
- b) When a unit changes hands, (i.e. the owner sells the unit or there is a change in tenants). New residents must bring the fobs supplied by the vendor to the Property Manager to have them registered under the new resident’s names so security for the building is maintained and records are accurate.
- c) The Corporation will not give any financial reimbursement for fobs at any time.
- d) Additional fobs may be purchased from the Property Manager for a price determined by the Board of Directors, which may change from time to time.
- e) Owners who do not live in the building and have rented their unit will be required to give written permission for their tenants to register the fobs in the tenant’s name, including any additional fobs which are purchased. This will allow the owner to have control over the number of fobs distributed to their tenants. It also allows the corporation to maintain and control the fob system.

6. ELEVATORS AND MOVING

- 1) Only the service elevator, through the moving room, is to be used for moving furniture, equipment or bulky goods into or out of the building. The pads to protect the elevator must be installed as required by the superintendent.
- 2) At the discretion of Management:

- i. A refundable deposit of \$100 will be charged for residents which will be reimbursed following a damage inspection of the elevator.
 - ii. A refundable deposit of \$250 for contractors working for residents which will be reimbursed following completion of work and daily inspections of the elevator.
- 3) Prior to the use of the elevator, the owner may request an inspection from the Superintendent. The elevator and the area immediately surrounding the elevator will be inspected and notation made of areas previously damaged. Following the use of the elevator, the area will be inspected again to make note of any new damage. Within a reasonable time, the Owner/Resident will be required to reimburse the Corporation forthwith for that cost.
- 4) Hours of Moving/Deliveries:
 - a. Monday to Friday: 8:00 am to 5:00 pm
 - b. Saturday: 8:00 am to 12:00 pm
 - c. No Moves or Deliveries will be booked on Saturday afternoon, Sunday or Holidays
- 5) Management will endeavor to make special arrangements to provide a Superintendent to supervise a move or delivery after stated hours at a fee of \$30 per hour (or part thereof) or to be arranged. Arrangements must be made prior to move date with the Management Office.
- 6) All Moves and Deliveries must be booked with the Management or the Superintendent.
- 7) No Deliveries of furniture, appliances, building materials or other large/heavy objects are allowed through the front doors.
- 8) Deliveries cannot be accepted by Staff except by special prior arrangements.
- 9) Moves or Deliveries without prior consent will be charged a fee as determined by the Board of Directors.
- 10) During the period of any move or delivery, the Owner/Resident will be responsible for any unauthorized person entering the building through the moving room or the service elevator.
- 11) The Owner/Resident must ensure that hallways and the area around the elevator are not blocked during the period of time when the elevator is being used for moving or deliveries. NO boxes are to be left in the moving room. They MUST be removed with the moving/delivery truck or broken down and disposed of in the recycle bin.
- 12) Bicycles are not permitted on either elevator or in any lobby area.

7. RESIDENTIAL UNITS

- a) The toilets, sinks, showers, bath tubs and any other parts of the plumbing system shall be used only for the purposes for which they were constructed. No sweepings, garbage, rubbish, ashes or any other substances shall be thrown therein. The cost to repair any damage within the unit or to other units resulting from misuse shall be the responsibility of the owner of the unit involved, regardless of

whether the damage was caused by the owner himself or by a tenant, family member, guest, visitor, servant or agent of the owner.

- b) No resident shall make any major renovations to the plumbing, electrical, mechanical, structural or television systems within his unit without the prior approval of the Board.
- c) No boundary, load-bearing or demising wall(s) in respect of any unit, nor any portion of the floor (excluding the floor finish) or ceiling (excluding the ceiling finish) of any unit, nor the door of the unit leading directly to any hallway or corridor, nor any portion of the heating, cooling, plumbing, mechanical and/or electrical installations or systems contained in or forming part of the unit shall be removed, extended or otherwise altered without the prior approval of the board. However, the unit owner shall not be required to obtain the approval of the Board for the purpose of painting or decorating the interior surface of any wall, floor or ceiling which is not visible from the exterior of said unit.
- d) No owner shall overload existing electrical circuits in the unit and shall not alter in any way the amperage of the existing circuit breakers.
- e) Units shall only be used for the purposes set out in the Corporation's Declaration. No immoral, improper, offensive or unlawful use shall be made of any unit. All municipal and other zoning ordinances and laws, rules and regulations of all government and regulatory agencies shall be strictly observed.
- f) Any owner/tenant, family, guest, etc. who resides in a unit which has an infestation of pests, insects, vermin or rodents shall immediately report such infestation to the Property Manager. All owners must fully cooperate with the Property Manager to provide access to the unit for the purpose of elimination of any of the above-mentioned infestations. Failure to comply with the foregoing, or the failure to report such infestation to the Property Manager as soon as the owner is aware of same, will render such owner liable for all costs and expenses incurred in having to eradicate such infestation from the unit, any other unit(s) and/or the common elements.
- g) No real Christmas trees are permitted within individual dwelling units.

8. SUITE RENOVATIONS

- a) The Owner is required to notify the board in writing of the work that is being considered so that the Board can review and approve the renovations. Work cannot start until approved by the Board of Directors of SSCC #308 and, where necessary, a building permit must be obtained by the suite owner.
- b) This requirement is essential to ensure that proposed renovations would not have an adverse effect on common areas or other suites (i.e. noise levels, plumbing, electrical circuits, load-bearing walls, etc.). This also protects the owners with any renovations that are done. It will also protect a new owner if the unit is sold.
- c) Hours of work: Monday to Friday from 8:00 a.m. to 6:00 p.m.

- d) The contractor is responsible for removing all existing materials, old carpet, boards, drywall, etc. No debris of any kind is to be placed in the garbage bins or littered in or upon the common elements of the condominium property.
- e) The contractor is responsible for taking reasonable care of the common areas where affected. The owner will be held responsible for any damage to any part of the common areas.
- f) The contractor will confirm dates when the elevator is required for transporting of materials while under construction. The owner must arrange with the superintendent to book the elevator.
- g) Wood floor with the underlay must have a minimum STC (Sound Transmission Class) of 55.
- h) All leveling products must be cement based.
- i) The Board of Directors will also approve the use of laminate flooring or wood veneer flooring, as an alternative, with 6mm cork underlay.
- j) All wood flooring materials must be installed using an experienced contractor.
- k) The owner is responsible for security of the areas accessed during construction and will ensure that the common area doors are not propped open.
- l) The owner is responsible for providing access to the building for their contractors by contacting the superintendent, and further ensuring that residents and their visitors are granted the right of access through the common elements during the renovations.
- m) Owners may be required to remove any unauthorized renovation at their expense.

9. GARBAGE DISPOSAL

- a) Loose garbage is not to be deposited in any disposal room or in the recycling room. All garbage must be bound properly and packaged or bagged to prevent mess, odors or general untidiness. All garbage is then to be placed in the chute and must be pushed down the chute.
- b) Newspapers and magazines must be brought to the recycling room (moving room) and placed in the appropriate bins marked "Paper".
- c) Bottles and any containers (cleaned and washed) must be brought to the recycling room and placed in the appropriate bins marked "Containers".
- d) Cardboard boxes must be flattened and placed in the proper bins.
- e) Unit occupants wishing to dispose of large objects must speak to the superintendent about their disposal. Such items must not be left outside any unit or in any common element area.
- f) No garbage is to be put down any garbage chute between the hours of 10:00 P.M. and 8:00 A.M.

- g) All pet and diaper refuse must be double bagged and may not be disposed of in the garbage chute. All such refuse must be placed in the appropriately marked container in the moving room.
- h) No potting soils or baking flour type products are to be disposed of in the garbage chute. They are to be double bagged and placed in the moving room.
- i) The following guidelines are to be used when using the kitchen sink:
 - i. No grease of any type
 - ii. No peelings of any type
 - iii. Coffee grounds should be put into the garbage
 - iv. All plates should be scraped into the garbage prior to being rinsed in the sink
 - v. Do not wash hair in the kitchen sink
 - vi. Once a week pour a kettle full of boiling water down the drain
 - vii. Ensure lots of hot soapy water is run through your sink on a regular basis
 - viii. Use of a sink strainer is highly recommended
- j) No garbarator, nor any in-suite garbage disposal equipment or system, shall be installed or connected to any plumbing or drainage pipe or system serving any of the dwelling units. Any costs resulting from damage to plumbing pipes, drains and apparatus resulting from such unauthorized installation shall be borne by the owner who has (or whose family, guests, visitors, servants or agents have) caused such damage.
- k) In order to keep the recycling room in an orderly condition, disposal of furniture or large goods must be confirmed with the Superintendent in advance.

10. LEASING UNIT BY OWNER

- a) If an Owner leases his/her unit, the Owner shall within thirty (30) days of entering into a lease (which term includes offer to lease) and prior to the tenant occupying the unit.
 - i. Notify the Corporation through the Property Manager that the unit is leased;
 - ii. Provide the tenant's name/s, the owner's contact address and telephone number, the rental agent's contact information if applicable and a copy of the lease or renewal or a summary of it in the form prescribed by the Regulations of the Act;
 - iii. Provide the tenant with a copy of the Declaration, Amendments, By-Laws and Rules.
- b) In addition, no owner shall lease his/her unit unless he/she delivers to the Property Manager a covenant or agreement signed by the tenant in favour of the Corporation, to the following effect:

“I acknowledge and agree that I, my servants, agents, tenants, family, invitees and licensees from time to time, will, in using the unit rented by me and the common elements, comply with the Condominium Act, the Declaration, the By-Laws of the Condominium, all rules of the Condominium and any agreement(s) authorized by the By-Laws of the Condominium, including the Reciprocal Agreement, during the entire term of my tenancy, and will be subject to the same duties imposed by the above as if I were a unit owner, except for payment of Common Expenses, unless otherwise provided by the Condominium Act

- c) If a lease of a unit is terminated and not renewed, the owner of the unit shall notify the Property Manager by use of Form 5 (Condominium Act 1998, subsection 83(2)).
- d) No lease shall be for a period of less than twelve (12) consecutive months without the prior written approval of the board.
- e) The owner shall be responsible for any damage or additional maintenance required to the common elements caused by his/her tenants, and the cost involved will be assessed and charged by the Corporation to the owner.
- f) During the period of occupancy by the tenant, the owner shall have no right of use of the common elements.
- g) New residents (owners or tenants) must provide the Property Manager with a copy of the Resident Data Form and a Fob Activation Request.

11.COMMON ELEMENTS

GAMES ROOM

- a) The Games Room may be used only during the hours of 8:00 a.m. to 11:00 p.m. or such other times as may be authorized by the Board. The door will be locked from 11:00 p.m. to 8:00 a.m. The door to the Games Room is to be closed at all times and entry to the Games Room is gained and recorded through the Fob System.
- b) The maximum number of guests accompanying any resident to the games room will be four (4). For safety reasons, when using these facilities, children under the age of sixteen (16) years of age must be accompanied by an adult at all times.
- c) No food or beverage of any kind is allowed in the games room without the prior written permission of the Board.
- d) A security camera will monitor activities in the room.
- e) The games room cannot be booked for a party.
- f) Smoking is prohibited in the games room and all common areas.
- g) Any damage to any of the facilities caused by a resident or his/her guest using the games room will be the responsibility of the owner or tenant of the unit involved. The cost of such damage will be paid by the owner or tenant to the Corporation on assessment.

CONDO ROOM

- a) The door to the Condo Room is to be closed when not in use and entry to the Condo Room is gained and recorded through the Fob System.
- b) The use of the room for private functions must be booked with the superintendent or the Property Manager. Use of the condo room does not include use of the games room.

- c) A contract for the use of the condo room between the owner(s)/tenant(s) and the Corporation shall be required for the use of the room.
- d) A one hundred dollars (\$100) security deposit, or such other amount as may be determined by the Board of Directors, must accompany the condo room booking. The person booking the room is responsible for cleaning and returning the room to its original condition. If not done, a portion of the deposit will be retained. A thorough check of the room will be made following its use and the security deposit will be returned if the room is left in the condition agreed to in the contract, failing which the deposit shall be forfeited.
- e) Condo room activities must be concluded by 11:30 p.m. or such other time as may be approved by the Board. Any activities which extend beyond the posted time (11:30 p.m.) must be mindful of the quiet enjoyment requirement as outlined in Rule #2.

BIKE ROOM

- a) The bike room is a very small room in the lower garage with a capacity for approximately 15-20 bikes. Bikes must be annually registered and the tag provided must be affixed to the bike. Spaces are assigned by the Management Office on an "as-available" basis. Bikes must be stored in an upright position on the racks. No bikes are to be stored horizontally on the floor.
- b) The bike room has a dedicated key that is available from the Management Office, renewable and payable on an annual basis for a fee per bike of \$50 or to be determined by the Board
- c) All bike racks in the garage and the bike room are owned by the Corporation and are available on an "as available" basis for rent from the Corporation at an annual cost of \$50 or an amount to be determined by the Board.
- d) Bike Racks can be purchased by the owner from the Corporation for your own parking spot if it is able to accommodate without interference with adjacent parking spaces and approved by Management. Please contact the Management Office.
- e) Bikes are not permitted in the elevator or front lobby.
- f) Mud and/or debris must be cleaned off the tires before entering the Bike Room.
- g) Bikes are not allowed to be stored on balconies.
- h) Bikes may not be stored on top of lockers
- i) The outside bike racks are for daily Visitors ONLY.

STAIRWELLS

- a) Stairwells must be kept clear of all items. This is a Fire Regulation.

BALCONIES

- a) No hanging or drying of clothes shall be allowed on (or within) any portion of the common elements, and no pulley clothesline or other similar apparatus shall be affixed to any unit or common element area. No satellite dishes are permitted on the balcony.
- b) Residents who have a social gathering in their unit may not use the balcony as an extension to their living room for purposes of dancing, singing, loud games or playing music. Noise would be covered under Quiet Enjoyment Rule (a).
- c) The balcony is a common element (exclusive use) area; therefore, no alterations to any part of the balcony shall be made without prior Board approval. Nothing is to be affixed to the exterior wall.
- d) Balconies are a Common Element – Exclusive Use. No floor coverings are permitted without prior Board Approval. Management will determine and authorize what flooring may be left on the balcony year round. Any damage to the balcony finish from unauthorized coverings will be repaired at the cost to the owner.
- e) No birds are to be fed or permitted to nest on balconies or terraces.
- f) As per Article 1- General: Smoking is not permitted on balconies or terraces.

HALLWAYS

- a) Hallways must be kept clear at all times, except for the occasional very short period of time when the use of the hallway may be necessary.
- b) Children, including relatives of owners or tenants, must not be allowed to run or play in the hallways or stairwells.
- c) If there happens to be a spillage of anything on the hall carpet, the superintendent or Cleaner must be notified immediately.
- d) Mats, shoes or boots are not allowed to be left in the hallway outside individual units.
- e) Bicycles, scooters, bundle buggies or walkers are not allowed to be left in the hallway outside unit entrances.
- f) Door bells, discrete door knockers, and seasonal celebration decorations are permitted on the exterior of unit doors. However, notwithstanding the foregoing, unit door exteriors are part of the common elements and should any damage be caused by installation of these items, the unit owner shall be responsible for all repair costs.

LOCKERS

- a) Lockers are a common element and each unit owner has an assigned locker to which it has the right of exclusive use and possession of same and which may not be used by anyone other than the assigned unit owner, without their prior consent.

- b) Nothing of a flammable nature i.e. gasoline, gasoline cans or propane may be stored in any locker and all lockers must be kept as neat and tidy as possible.
- c) All items must be stored within the locker – NOT on top or outside, due to the fire code regulations. Any item stored outside will be removed and discarded.
- d) When leaving the locker room, the light must be turned off and the entry door locked.

12. PARKING

- a) Each parking unit shall be occupied and used only as a private parking space and without restricting any wider definition of motor vehicle as hereinafter be imposed by the Board, “motor vehicle” shall be restricted to a private passenger automobile, station wagon, mini-van, SUV, truck or motorcycle, not exceeding 1.9 meters in height. No boat, snowmobile or recreational vehicle, nor any machinery or equipment whatsoever, shall be parked or stored on any portion of the common elements, or in any parking unit.
- b) All indoor parking spaces are deeded or leased to individual unit owners in the Corporation with designated parking space numbers. Owners and/or tenants may not park in an alternate parking space without the permission of the parking unit owner.
- c) No servicing or repairs shall be made to any motor vehicle, nor to any other equipment of any kind, either on the common elements, or in any parking unit due to potential damage that could be caused to parking areas, etc. Any leakage from a vehicle must be cleaned immediately or reported to the superintendent.
- d) Reasonable time is allowed near the building entrance to unload a vehicle containing articles for an individual unit.
- e) All vehicles belonging to owners or tenants shall be registered with the Property Manager.
- f) All vehicles driven on or in any common element shall not exceed a speed of ten (10) KM per hour.
- g) All occupants must adhere to all posted signage pertaining to parking.
- h) No vehicles shall be left unattended in the portico area.
- i) Each of the visitor parking spaces shall be used only by the visitors and guests of the owners, residents and tenants of the units and vehicles with a Corporation-issued parking pass. Any vehicle belonging to an owner, tenant or resident that is parked in the visitor parking area which is not in compliance with the foregoing will be tagged and/or towed away at the owner’s, tenant’s or resident’s expense.
- j) In the case of overnight stays, the maximum duration of the parking permit will be three (3) days. After that time, the pass must be renewed and/or the owner must make arrangements with the superintendent.
- k) There will be no unauthorized parking in the lot between the hours of 2:00 a.m. and 8:00 a.m. All vehicles not registered or without a parking pass displayed will be tagged and/or towed away.

- l) All vehicles parked within the confines of the Condominium (whether belonging to owners, residents, and visitors or otherwise) must have proper license plates and be in road-worthy condition. Failure to comply with the foregoing shall entitle the Corporation to give the owner or custodian of such vehicle notice to remove same forthwith from the Condominium premises, and failure to remove same after such notice shall entitle the Corporation to do so, all at the owner's sole cost, risk and expense (and to collect all such charges in the same manner, and to the same extent, as common expenses, and with corresponding lien rights, similar to the case of common expense arrears).
- m) Roller-skating, skate-board riding, bicycling, ball throwing, street games (e.g. ball hockey, soccer) and other similar activities are strictly prohibited upon the common elements or within any parking unit(s).
- n) Any lease by an owner of any Parking Unit shall be made only to the Corporation or to any other owner or tenant and further that if any Parking Unit is so leased to a tenant then the term of such lease shall not extend beyond the term of the tenancy.