

EDGE

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RULES

The following Rules made pursuant to the *Condominium Act, 1998, S.O. 1998, C.19* shall be observed by all owners (collectively, the “Owners” and any other person(s) occupying the Unit with the Owner’s approval, including, without limitation, members of the Owner’s family, his tenants, guests and invitees.

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 family, guests, servants, agents or occupants of his 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.

1. GENERAL

- (a) Use of the common elements and units shall be subject to the Rules which the Board may make 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 units;
- (b) Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all unit owners and occupants, their families, guests, visitors, servants or agents;

2. QUIET ENJOYMENT

- (a) Owners and their families, guests, visitors, servants and agents shall not create nor permit the creation or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the Units or Common elements by other Owners or their respective families, guests, visitors, servants and persons having business with them.
- (b) No noise shall be permitted to be transmitted from one Unit to another. If the Board determines that any noise is being transmitted to another Unit and that such noise is an annoyance or a nuisance or disruptive, then the Owner of such Unit shall at his expense take such steps as shall be necessary to abate such noise to the satisfaction of the Board. If the Owner of such Unit fails to abate the noise, the Board shall take such steps as it deems necessary to abate the noise and the Owner shall be liable to the Corporation for all expenses hereby incurred in abating the noise (including reasonable solicitor’s fees).
- (c) No auction sales, private showing or public events shall be allowed in the any unit or the common elements;
- (d) Firecrackers or other fireworks are not permitted in any unit or on the common elements;
- (e) Any repairs to the units or common elements shall be made only during reasonable hours.

3. SECURITY

- (a) Residents are to immediately report any suspicious person(s) seen on the property to the manager or its staff;
- (b) No duplication of keys shall be permitted except with the authorization of the Board, and the names of persons authorized to have keys shall be furnished to the Board at all times.
- (c) Under no circumstances shall building access or common element keys be made available to anyone other than an owner or occupant.
- (d) No visitor may use or have access to the common elements and facilities unless accompanied by an owner or occupant.
- (e) Building access doors shall not be left unlocked or wedged open for any reason.
- (f) Service elevator availability shall be allocated by the manager in accordance with the elevators and moving rules. Loading facilities shall only be used with prior permission and as scheduled by the manager.

- (g) No owner or occupant shall place or cause to be placed on the access doors to any unit, additional or alternate locks, without the prior written approval of the Board. All door locks and keys must be compatible with the lock systems on the property and a copy of each new key must be delivered to the manager.
- (h) Owners shall supply to the Board the names of all residents and tenants of all Residential Units and the license number of all motor vehicles that are parked in parking units.

4. SAFETY

- (a) No storage of any hazardous or offensive goods, provisions or materials shall be kept in any of the Units or Common elements;
- (b) Subject to the terms of the declaration, no propane or natural gas tank shall be kept in the units or exclusive use common elements;
- (c) Owners and occupants shall not overload existing electrical circuits;
- (d) Water shall not be left running unless in actual use;
- (e) Nothing shall be thrown out of the windows or the doors of the units;
- (f) No owner or occupant shall do, or permit anything to be done in his unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any buildings, or on property kept therein, or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any owner or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.
- (g) Smoking is prohibited in all common areas except as may be designated as a smoking area by the Board.

5. 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) Subject to the terms of the Declaration, no sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or common elements, whatsoever;
- (c) No awning, foil paper or shades shall be erected over, on or outside of the windows, balconies or terraces without the prior written consent of the Board.
- (d) No equipment shall be removed from the common elements by, or on behalf of, any owner or occupant of a unit;
- (e) No outside painting shall be done to the exterior of the units, railings, doors, windows, or any other part of the common elements;
- (f) 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 unit or some other part of the common elements;
- (g) Any physical damage to the common elements caused by an owner or occupant, his family, guests, visitors, servants, or agents shall be repaired by arrangement and under the direction of the Board at the cost and expense of such owner or occupant;
- (h) No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or any part of the common elements over which the Owner has exclusive use;
- (i) No building or structure or 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;

- (j) Each pet owner must ensure that any defecation by such pet must be cleaned up immediately by the pet owner, so that the common elements are neat and clean at all times. Should a pet owner fail to clean up after his pet as aforesaid, the pet shall be deemed to be a nuisance, and the owner of said pet shall, within two (2) weeks of receipt of written notice from the Board or the Manager requesting removal of such pet, permanently remove such pet from the property.

6. RESIDENTIAL UNITS

- (a) The toilets, sinks, showers, bath tubs and other parts of the plumbing system shall be used only for purposes for which they were constructed and no sweepings, garbage, rubbish, rags, ashes, or other substances shall be thrown therein. The cost of repairing damage to the common elements and other units resulting from misuse or from unusual or unreasonable use shall be borne by the owner who, or whose, tenant, family, guest, visitor, servant or agent shall cause it;
- (b) No owner or occupant shall make any major plumbing, electrical, mechanical, structural or television cable alteration in or to his unit without the prior consent of the Board;
- (c) No garburators shall be installed in any Residential Unit without the prior written consent of the Board, which consent may be arbitrarily withheld;
- (d) No Owner shall overload existing electrical circuits in his Unit and shall not alter in any way the amperage of the existing circuit breakers in his Unit;
- (e) Units shall be used only for such purposes as provided for in the Corporation's Declaration and as hereinafter provided. No immoral, improper, offensive or unlawful use shall be made of any unit. All municipal and other zoning ordinances, laws, rules and regulation of all government regulatory agencies shall be strictly observed;
- (f) No Owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his Unit or adjacent Common elements. Each Owner shall immediately report to the Manager all incidents of pests, insects, vermin or rodents and all Owners shall fully co-operate with the Manager to provide access to each Unit for the purpose of conducting a spraying program to eliminate any incident of pests, insects, vermin or rodents within the building.

7. GARBAGE DISPOSAL

- (a) Loose garbage is not to be deposited in the garbage chute. All garbage must first be properly bound, packaged or bagged to prevent mess, odours and disintegration during its fall down the garbage chute or disposed through the Corporation's Recycling Systems;
- (b) Cartons and large objects which might block the garbage chute shall be stored in such area designated by the Board. The manager or such designated person must be called to arrange for the immediate disposal of such items. Such items shall not be left outside the unit or on any exclusive use common elements;
- (c) No garbage is to be left on the floor of the disposal rooms;
- (d) No burning cigarettes, cigars, ashes or other potential fire hazards shall be thrown down the garbage chute;
- (e) No garbage shall be placed in the garbage chute between the hours of 10:00 p.m. and 8:00 a.m.

9. TENANCY OCCUPATION

- (a) No unit shall be occupied under a lease unless, prior to the tenant being permitted to occupy the unit, the owner shall have delivered to the Corporation a completed Tenant Information Form in accordance with Schedule 1 attached hereto, a duly executed Tenant's Undertaking and Acknowledgment in accordance with Schedule 2 attached hereto and an executed copy of the Application/Offer to Lease and the Lease itself;
- (b) In the event that the owner fails to provide the foregoing documentation in compliance with paragraph (a) above prior to the commencement date of the tenancy, and fails to comply with Section 83 of the Act, any person or persons intending to reside in the

owner's unit shall be deemed a trespasser by the Corporation until and unless such person or persons and the owner comply with the within rules and with the Act.

- (c) Within seven (7) days of ceasing to rent his unit (or within seven (7) days of being advised that his tenant has vacated or abandoned the unit, as the case may be), the owner shall notify the Corporation in writing that the unit is no longer rented;
- (d) The foregoing documentation shall be supplied promptly and without charge to and upon request for same by the Corporation;
- (e) No owner shall allow his tenant to sublet his unit to another tenant;
- (f) All owners shall be responsible for any damage or additional maintenance to the common elements caused by their tenants and will be assessed and charged therefor;
- (g) During the period of occupancy by the tenant, the owner shall have no right of use of any part of the common elements;
- (h) The owner shall supply to the Board, his current address and telephone number during the period of occupancy by the tenant.

10. PARKING

For the purpose of these Rules, "motor vehicle" means a private passenger automobile, station wagon, compact van, or motorcycle as customarily understood. No motor vehicle parked upon any common elements shall exceed a height of 1.85 metres.

- (a) No vehicles, equipment or machinery, other than motor vehicles shall be parked or left on any part of the common elements and without limiting the generality of the foregoing, no parking areas shall be used for storage purposes. Delivery vehicles shall not enter upon nor utilize the driveway/turning circle at the main entranceway to the Building.
- (b) Parking is prohibited in the following areas:
 - (i) fire zones;
 - (ii) traffic lanes;
 - (iii) delivery and garbage areas; and
 - (iv) roadways.
- (c) 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 Manager or the Board. No motor vehicle shall be driven on any part of the common elements other than on a driveway or parking space.
- (d) No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the common elements, nor in any Unit other than in a designated parking space but which provision shall not apply for the purposes of loading and unloading furniture, or other household effects of the Owners provided that the length of time where such parking is limited shall be no longer than is reasonably necessary to perform the service.
- (e) All motor vehicles operated by Owners must be registered with the Manager. Each Owner shall provide to the Manager the licence numbers of all motor vehicles driven by residents of that Unit.
- (f) No motor vehicle shall be driven on any part of the common elements at a speed in excess of posted speed.
- (g) No person shall place, leave, park or permit to be placed, left or parked upon the common elements any motor vehicle which, in the opinion of the Manager or as directed by the Board, may pose a security or safety risk, either caused by its length of unattended stay, its physical condition or appearance or its potential damage to the property. Upon seventy-two (72) hours' written notice from the Manager, the Owner of the motor vehicle shall be required to either remove or attend to the motor vehicle as required and directed

by the Manager, in default of which the motor vehicle shall be removed from the property at the expense of the Owner. If a motor vehicle is left standing in a parking space or upon the common elements and is unlicensed or unregistered with the Manager, the vehicle may be towed without notice to the owner and at the Owner's expense.

- (h) Motorcycles shall be licensed and equipped with the most recent noise control devices and operated on the roadways and in a manner so as not to disturb the other Owners. Mopeds and bicycles shall be operated only on the road and in such manner as not to obstruct traffic. No mopeds and bicycles are permitted to be operated on sidewalks.
- (i) No unlicensed motor vehicle including mopeds and go-carts shall be driven within the property complex and no person shall operate a motorized vehicle within the complex without proper operating licence.
- (j) No person shall park or use a motor vehicle in contravention of these Rules, otherwise such person shall be liable to be fined or to have his motor vehicle towed from the property in which event neither the Corporation nor its agents shall be liable whatsoever for any damage, costs or expenses whatsoever caused to such motor vehicle or to the Owner thereof.
- (k) Guests and visitors shall park only in areas designated as guest or visitor parking.
- (l) No motor vehicle having a propane or natural gas propulsion system shall be parked in a parking unit or the common elements.
- (m) No parking units shall be used for any purpose other than to park a motor vehicle that is either a private passenger automobile, station wagon, compact van or motor cycle.

11. BALCONIES, TERRACES AND EXCLUSIVE USE AREAS

- (a) No hanging or drying of clothes is allowed on any balcony, terrace, patio or exclusive use area.
- (b) Balconies, terraces and exclusive use areas shall not be used for the storage of any goods or materials.
- (c) Only seasonal furniture is allowed on balconies, terraces and exclusive use areas. All such items shall be safely secured in order to prevent such items from being blown off the balcony, terrace, patio or exclusive use areas by high winds.
- (d) No owner, occupant or tenant shall do or permit anything to be done on a balcony, terrace or exclusive use area which does or may unreasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of the units and/or common elements by other owners, occupants or tenants.
- (e) No awnings or shades shall be erected over or outside of balconies, terraces and exclusive use areas without the prior consent of the Board. The Board shall have the right to prescribe the shape, colour and material of such awnings or shades to be erected.

12. ELEVATORS AND MOVING

- (a) Furniture and equipment shall be moved into or out of the building only by the elevator designated for such purpose (the "service elevator") by the Board. The service elevator shall be used for the delivery of any goods, services or home furnishings where the pads to protect the elevators should be installed as determined by the manager or its staff in their sole discretion. The time and date for moving or delivery shall be fixed in advance by arrangement and reservation with the manager. The reservation shall be for a period not exceeding four (4) hours. An elevator reservation agreement in accordance with Schedule 3 attached hereto shall be signed when reserving the service elevator.
- (b) Except with prior written authorization of the Board, moving and deliveries shall be permitted only between the hours of 8:00 a.m. and 6:00 p.m. Monday to Saturday inclusive and shall not take place on public holidays.
- (c) A refundable security/damage deposit in such amounts as determined by the Board from time to time in cash, money order or certified cheque payable to the Corporation shall be

deposited with the Corporation through the manager or its staff when making the reservation and signing the elevator reservation agreement.

- (d) It shall be the responsibility of the owner through the person reserving the service elevator to notify the manager or superintendent and to request an inspection of the service elevator and adjacent common elements immediately prior to using the elevator. Upon completion of moving into or out of the building or the delivery, the owner reserving the service elevator shall forthwith request an immediate re-inspection of the service elevator and affected common elements. Any damage noted during the re-inspection and not noted on the initial inspection shall be deemed to be the responsibility of the owner of the unit and the person reserving the service elevator. The cost of repairs, which shall include the cost of any extra cleaning, shall be assessed by the manager as soon as possible following the moving or damage and the parties responsible shall be advised.
- (e) The owner and the person reserving the service elevator shall be liable for the full cost of repairs to any damage to the service elevators and any part of the common elements caused by the moving of furniture or equipment into or out of the suite or the delivery of goods, services and home furnishings or equipment into or out of the suite. The Corporation through its manager shall have the right to withhold all or part of the security/damage deposit as it deems necessary as security for partial or complete payment for any damages sustained. The Corporation shall apply all or part of the security deposit towards the cost of repairs. If the cost of repairs should be less than the amount of the security deposit, the balance shall be returned to the owner or person reserving the service elevator. If the cost of repairs exceeds the amount of the security deposit and the owner or person reserving the service elevator still owns or resides in the building, the full cost of repairs less the amount of security deposit shall be assessed against the unit owned by or occupied by the person reserving the service elevator as a common element expense and still be collected as such.
- (f) During the term of the reservation and while any exterior doors are in an open condition, the owner or person reserving the service elevator shall take reasonable precautions to prevent unauthorized entry into the building.
- (g) Corridors and elevator lobbies shall not be obstructed prior to, during or after the term of the reservation.
- (h) Upon moving from suite, the owner or occupant vacating the premises shall surrender all common element keys and any garage access devices in his possession to the manager or its staff. The Corporation shall have the right to withhold any security deposit in its possession until same have been surrendered.
- (i) Purchasers or tenants acquiring a unit shall register with the manager or its staff prior to the move in date at which time arrangements will be made for delivery of the common element keys and any garage access devices.
- (j) Bicycles and carts shall not be taken on any elevator.
- (k) Smoking is prohibited in all elevators and all common elements unless otherwise specified.
- (l) Rules 17(a) to (e) inclusive relating to the reservation of the elevator and security deposit shall not apply during the initial move-in period prior to registration. Owners who have purchased their unit from the Declarant shall not be required to provide a security deposit pursuant to Rule 17(c) for their initial move-in only.

13. OWNER'S CONTRACTORS, TRADE OR SERVICE PERSONNEL

No Contractor, trade or service personnel may or shall enter upon the property to perform any work or services in or about any unit (including an "exclusive use" common element area) that may or will affect the common elements or common building services unless such persons or firms are:

- (a) employed directly by the Condominium Corporation; or
- (b) employed by a unit owner in circumstances where the intended performance of work and/or services in or about a unit has first been approved, in writing, by the Corporation

and where the work and/or services are supervised by an approved contractor or service personnel in accordance with the Corporation's written direction; and the owners of the unit has provided to the Corporation a deposit in a reasonable amount to cover the Corporation's initial costs of supervision (to be adjusted upon completion of the work); and where the unit owner has entered into a written undertaking to indemnify the Corporation with respect to any expenses, damages or costs whatsoever incurred by the Corporation arising from the carrying out of the work by the unit owner's contractor, trade or service personnel including any resulting damage to the common elements or to common building services which arises during or following completion of the work. Any such expenses, resulting damages and costs may be collected by the Corporation from the unit owner in the same manner as common expenses.

SCHEDULE 1

Tenant Information Form

Toronto Standard Condominium Corporation No. 2448

Unit _____, Level _____

Municipal Address:

Landlord's Name:

Landlord's Permanent Address:

Telephone:

Term of Lease: _____ years

Commencement Date:

Attach a copy of the application/offer to lease and the lease itself.

Tenant's Full Name:

Social Insurance Number:

Driver's License Number:

Vehicle Plate Number:

Number of Occupants: Adults _____, Children _____, Total _____

Adults Full Names:

Children's Full Names:

_____ Age _____
_____ Age _____

Tenant's Present Address:

Telephone:

Employer:

Business Address:

Business Telephone Number:

Name of Nearest Relative:

Nearest Relative's Address:

Telephone:

DATED at _____ this _____ day of _____, 200__.

Tenant's Signature

Tenant's Signature

SCHEDULE 2

Tenant's Undertaking and Acknowledgment

Toronto Standard Condominium Corporation No. 2448

I/WE, _____, the undersigned, as tenant(s) of Unit __, Level __, (the "Unit"), according to Toronto Standard Condominium Plan No. 2448 do hereby agree and undertake on behalf of myself/ourselves and any resident or occupants of the said unit that I/We shall comply with the provisions of the *Condominium Act, 1998* and the Regulations made thereunder, and all subsequent amendments thereto, and also the Declaration, By-Laws and Rules of the said Toronto Standard Condominium Corporation No. 2448 (the "Corporation").

I/We acknowledge that I am /we are subject to the provisions contained in the said Act, Declaration, By-Laws and Rules of the said Corporation.

I/We further acknowledge receipt of the Declaration, By-Laws and Rules of the said Corporation.

I/We intend to occupy the Unit with the persons named above as our principal residence for the stated term of the Lease accompanying this Information Form and for no other purpose and I/we further acknowledge and agree that only those persons named herein will be entitled to reside in the Unit, subject always to my/our right to have guests and visitors from time to time in accordance with the Rules.

I/We further acknowledge and understand that in the event that I/we or any occupant residing in the Unit contravenes the provisions of the Declaration, By-Laws and Rules of the Corporation, my/our tenancy may be terminated in accordance with the provisions of the Condominium Act.

DATED at _____ this _____ day of _____, 200____.

Tenant's Signature

Tenant's Signature

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SCHEDULE 3

ELEVATOR RESERVATION AGREEMENT

Reservation requested by _____
(Print first name and last name)

Suite _____

Bus Phone _____ Home Phone _____

Owner _____
(Print first and last name)

The reservation request is for the use of the service elevator for the purpose of a move out/move in/delivery.

Outgoing Resident _____

Incoming Resident _____

Delivery/Movers _____

The date and time of the reservation shall be:

(Day) (Month) (Year)

from _____ to _____ (Maximum 4 hours)

I understand and agree to the following conditions:

1. I shall deposit with the Corporation upon signing this agreement, a refundable security deposit in the amount of \$ _____ by cash, money order or certified cheque payable to _____. This amount will be refunded upon completion of the move and not having caused any damage to the common elements of the Corporation and upon surrender to the manager or its staff all common element keys and garage access devices in my possession.
2. I shall notify the manager or superintendent and request an inspection of the elevator immediately prior to using the elevator. Upon completion of the move or delivery, I shall forthwith request a re-inspection of the elevator and affected common elements.
3. I shall be liable for the full cost of all repairs to any damage which may occur as a result of the use of the elevator by me or my agents. I shall accept the cost of repairs as assessed by the manager and acknowledge that all or part of the security deposit shall be withheld and applied towards the cost of repairs.
4. I shall only use the elevator during the term of the reservation.
5. I shall take reasonable precautions to prevent unauthorized entry into the building during the term of the reservation.
6. I shall not obstruct corridors and elevator lobbies prior to, during or after the term of the reservation.
7. I agree that special care will be taken with regard to the MIRRORS that are present in the elevators. I agree that the PROTECTIVE PADS must be in place prior, during and after and/or until the completion of the final inspection.

I hereby acknowledge that I have read this Agreement and I agree to abide by the Rules of the Corporation in force from time to time.

DATED at _____ this _____ day of _____, 20 ____.

Applicant's Signature

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AREA INSPECTED	BEFORE	AFTER
Loading Dock Area	_____	
Moving Room and Doors	_____	
Ground Level Lobby and Doors	_____	
Elevator Doors/Frame	_____	
Elevator Cab/Pads	_____	
Corridor Floor/Walls	_____	
All Fixtures	_____	
Suite Door	_____	

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2448
(the “Corporation”)

CANNABIS-FREE ENVIRONMENT RULES

WHEREAS:

- A. The board of directors may, in accordance with Section 58 of the *Condominium Act, 1998*, as amended (the “*Act*”), enact rules respecting the use of the common elements and the units to: (i) promote the safety, security or welfare of the owners and of the property and assets of the Corporation; or, (ii) prevent the unreasonable interference with the use and enjoyment of the common elements, the units and the assets of the Corporation;
- B. Offensive and potent odours created or generated from smoking cannabis can contaminate air in the common elements and the units, and cannabis odour migration can be a nuisance that unreasonably interferes with the use and enjoyment of the units and the common elements;
- C. Cultivating or growing cannabis plants in the units presents a risk of: (i) damage to the units and the common elements, including damage by humidity, moisture and condensation which can create mould and spores in walls, ceilings and floors, and which can damage window sills; (ii) a disproportionate consumption of utilities, including water; and, (iii) increased fire hazards resulting from using household appliances to dry cannabis;
- D. The board of directors has determined that prohibiting cannabis smoking and cannabis cultivation is a reasonable way to prevent damage to the units and common elements, and to protect owners and residents from being exposed to second-hand smoke on the property and from unreasonable nuisance and interference with the use and enjoyment of the units and the common elements; and,
- E. It is intended that this Preamble shall form an integral part of these rules;

NOW THEREFORE, the Corporation hereby enacts the following rules:

- 1. **Definitions:** For the purpose of these Rules:
 - (a) “**Medically Exempt Unit**” shall have the meaning in Section 3 of these rules.
 - (b) “**Owner**” shall mean the registered owner of a Unit in the Corporation.
 - (c) “**Occupant**” shall mean any individual(s) occupying a Unit with the Owner’s consent, permission or approval, whether or not pursuant to a lease arrangement.
 - (d) “**Production of Cannabis**” is defined as obtaining cannabis by any method or process, including by manufacturing, synthesis, altering its chemical or physical properties by any means, or cultivating, propagating, processing or harvesting Cannabis or any living thing from which cannabis may be extracted or otherwise obtained, and shall specifically include the cultivation or growing of cannabis plants.
 - (e) “**Smoking**” shall include the inhaling, breathing, carrying, vaping or possession of any lit and/or smoke-producing cannabis substance.
 - (f) “**Unit**” shall mean any unit as identified in the Corporation’s declaration.

2. **No Smoking and No Production of Cannabis:** Except as provided in Section 3 below, Smoking cannabis and the Production of Cannabis is strictly prohibited in all Units and the common elements, including the exclusive use common elements.
3. **Medical Exemption:**
 - (a) The board of directors may grant a medical exemption to an Owner or an Occupant authorizing the Smoking of cannabis and/or authorizing the Production of Cannabis in a Unit if an Owner or an Occupant requires accommodation on medical grounds (hereinafter referred to as a "**Medically Exempt Unit**").
 - (b) In order to be considered for a Medically Exempt Unit exemption, the Owner or Occupant requiring accommodation must notify the Corporation of the medical requirement for an exemption in writing, and shall provide the board of directors with documentary evidence from a licensed physician in the Province of Ontario treating the Owner or Occupant seeking the exemption. Such documentary evidence shall, among other things that may be requested by the board of directors, clearly state in writing that: (i) there is no other means of ingesting, administering or otherwise using cannabis to treat the medical condition other than by Smoking cannabis; and, (ii) the Production of Cannabis to satisfy the medical requirement is necessary and there is no other method by which to adequately satisfy the supply of cannabis to treat the medical condition.
 - (c) If a Unit is granted a Medically Exempt Unit exemption, such exemption must be confirmed in writing by the board of directors in order to be effective, and may be subject to any conditions that the board of directors deems reasonably necessary from time to time. The board of directors, acting reasonably, may at any time request that the medical requirement for the exemption be reconfirmed and/or require that any additional documentary evidence be provided to establish and/or re-establish the medical requirement for the exemption.
 - (d) Where a Medically Exempt Unit exemption is granted, the Owner or Occupant that was granted the Medically Exempt Unit exemption shall ensure that:
 - (i) Smoking and/or the Production of Cannabis is entirely contained in the Unit;
 - (ii) All windows and exterior doors to the Unit are in a closed position when Smoking cannabis in the Unit;
 - (iii) The exhaust fans in the Unit are turned on when Smoking cannabis in the Unit; and,
 - (iv) Adequate air filters and/or purifiers are installed to prevent second-hand smoke and odours from entering other Units or the common elements.
 - (e) If, in the opinion of the board of directors, in its discretion acting reasonably, the Smoking is causing or creating an unreasonable nuisance, then, notwithstanding the foregoing, the Owner shall take all steps that the board of directors deems necessary to eliminate the nuisance within the timeframe to be established by the board of directors. Such steps may include, but are not limited to, the installation of additional exhaust fans with smoke sensitive automatic controls and entering into an alteration agreement in accordance with Section 98 of the *Act* (if alterations to the common elements are required). Any associated costs will be the sole responsibility of the Owner. Further, if in the opinion of the board of directors, in its discretion acting reasonably, a nuisance continues after the timeframe set out to correct the nuisance, notwithstanding any steps taken by the Owner to eliminate such nuisance, then the board may undertake such measures that it deems necessary in the circumstances to eliminate or abate the nuisance,

and the Owner shall be liable to the Corporation for all costs and expenses on a full indemnity basis incurred by the Corporation in connection therewith, or the board may revoke the Medically Exempt Unit exemption upon written notice.

- (f) The Medically Exempt Unit exemption shall automatically terminate upon the earlier of any of the following occurrences:
- (i) The medical requirement for the exemption ceases to exist;
 - (ii) The Owner or Occupant requiring the medical exemption ceases to occupy the Medically Exempt Unit;
 - (iii) The termination of a lease of a Medically Exempt Unit if the Occupant that was granted the exemption was a tenant of such Unit; or,
 - (iv) The sale or transfer of the Medically Exempt Unit.
4. **Conflict:** Where there is a conflict between a provision in the Rules and a provision in any other of the Corporation's rules, the provisions in these rules shall prevail.
5. **Costs:** All costs, charges and/or expenses, including professional costs and expenses on a full indemnity basis, incurred by the Corporation in connection with these rules including, but not limited to, the enforcement of any provision in these rules, shall be the sole responsibility of the Owner of the Unit that was the cause of incurring the cost, charge or expense. All such costs, charges and/or expenses shall be deemed to be an additional common expense attributable to the Owner's Unit and are recoverable as such.

The foregoing rules are hereby enacted by Toronto Standard Condominium Corporation No. 2448, said rules having been passed by the board of directors on 25th day of June, 2018 pursuant to Section 58 of the *Condominium Act, 1998*, as amended.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2448**

Per: _____

Name: _____

Title: _____

Per: _____

Name: _____

Title: _____

We have authority to bind the corporation.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2448
(the “Corporation”)

TOBACCO-FREE ENVIRONMENT RULES

WHEREAS:

- A. The board of directors may, in accordance with Section 58 of the *Condominium Act, 1998*, as amended (the “*Act*”), enact rules respecting the use of the common elements and the units to:
(i) promote the safety, security, or welfare of the owners and of the property and assets of the Corporation; or, (ii) prevent the unreasonable interference with the use and enjoyment of the common elements, the units and the assets of the Corporation;
- B. Offensive odours and second-hand smoke from smoking tobacco can contaminate air in the common elements and the units, and can be a nuisance that unreasonably interferes with the use and enjoyment of the common elements and the units;
- C. Improperly discarding cigarettes and other tobacco products presents a fire hazard, and creates a risk of injury to individuals, and a risk of damage to personal property and condominium property;
- D. The board of directors has determined that prohibiting the smoking of tobacco is a reasonable way to prevent damage to the units and common elements, and to protect owners and residents from being exposed to second-hand smoke on the property and from unreasonable nuisance and interference with the use and enjoyment of the units and the common elements; and,
- E. It is intended that this Preamble shall form an integral part of these rules.

NOW THEREFORE, the Corporation hereby enacts the following rules:

- 1. **Definitions:** For the purpose of these rules:
 - (a) “**Grandfathered Unit**” shall have the meaning in Section 3.
 - (b) “**Owner**” shall mean the registered owner of a unit in the Corporation.
 - (c) “**Occupant**” shall mean any individual(s) occupying a Unit with the Owner’s consent, permission or approval, whether or not pursuant to a lease arrangement.
 - (d) “**Smoking**” shall include the inhaling, breathing, carrying, or possession of any lit and/or smoke-producing tobacco product or substance, including electronic cigarettes, cigars and pipes, and shall also include vaping.
 - (e) “**Unit**” shall mean any unit as identified in the Corporation’s declaration.
- 2. **No Smoking:** Except as provided herein and in Section 3 below, Smoking is strictly prohibited in all Units and the common elements, including the exclusive use common elements (i.e. balconies, patios and terraces).

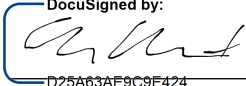
3. **Grandfathering Existing Tobacco Smoking or Tobacco Use:**


- (a) Notwithstanding the prohibition in Section 2, and subject to the notification requirement that follows, a Unit occupied by an Owner or an Occupant who as of the effective date of these rules smokes tobacco in a Unit will be grandfathered (a **“Grandfathered Unit”**).
- (b) In order to be considered for a Grandfathered Unit exemption, the Owner of the Unit must notify the Corporation of the existing tobacco use, including all persons for whom the exemption is being sought and their relationship to the Owner, in writing on such form as created by the Corporation from time to time, within thirty (30) days of the date that these rules become effective. The obligation to notify the Corporation is that of the Owner. The failure to notify the Corporation within the specified timeframe shall disqualify the subject Unit from being granted a Grandfathered Unit exemption.
- (c) If a Unit is granted a Grandfathered Unit exemption, such exemption must be confirmed in writing by the board of directors in order to be effective, and may be subject to any conditions that the board of directors deems reasonably necessary from time to time.
- (d) Where a Grandfathered Unit exemption is granted, the Owner or Occupant that was granted the exemption shall ensure that:
 - (i) Smoking is entirely contained in the Unit;
 - (ii) All windows and exterior doors to the Unit are in a closed position when Smoking in the Unit;
 - (iii) The exhaust fans in the Unit are turned on when Smoking in the Unit; and,
 - (iv) Adequate air filters and/or purifiers are installed to prevent second-hand smoke and odours from entering other Units or the common elements.
- (e) If, in the opinion of the board of directors, in its discretion acting reasonably, the Smoking is causing or creating an unreasonable nuisance, then, notwithstanding the foregoing, the Owner shall take all steps that the board of directors deems necessary to eliminate the unreasonable nuisance within the timeframe to be established by the board of directors. Such steps may include, but are not limited to, the installation of additional exhaust fans with smoke sensitive automatic controls and the entering into an alteration agreement in accordance with Section 98 of the *Act* (if alterations to the common elements are required). Any associated costs will be the sole responsibility of the Owner. Further, if in the opinion of the board of directors, in its discretion acting reasonably, an unreasonable nuisance continues after the timeframe set out to correct the nuisance, notwithstanding any steps taken by the Owner to eliminate such nuisance, then the board may revoke the Grandfathered Unit exemption, at any time, upon written notice, and may require that the Owner or Occupant, as the case may be, in the offending Unit to immediately and permanently cease Smoking.
- (f) A Grandfathered Unit exemption shall automatically terminate upon the earlier of any of the following occurrences:

- (i) The sale or transfer of the Grandfathered Unit;
 - (ii) The termination of a lease of a Grandfathered Unit if the Occupant that was granted the Grandfathered Unit exemption was a tenant of such Unit; or,
 - (iii) The Owner or Occupant whose tobacco use was granted a Grandfathered Unit exemption ceases to reside in the Grandfathered Unit.
4. **Conflict:** Where there is a conflict between a provision in the Rules and a provision in any other of the Corporation's rules, the provisions in these rules shall prevail.
5. **Costs:** All costs, charges and/or expenses, including professional costs and expenses on a full indemnity basis, incurred by the Corporation in connection with these rules including, but not limited to, the enforcement of any provision in these rules, shall be the sole responsibility of the Owner of the Unit that was the cause of incurring the cost, charge or expense. All such costs, charges and/or expenses shall be deemed to be an additional common expense attributable to the Owner's Unit and are recoverable as such.

The foregoing rules are hereby enacted by Toronto Standard Condominium Corporation No. 2448, said rules having been passed by the board of directors on 2nd day of May, 2019 pursuant to Section 58 of the *Condominium Act, 1998*, as amended.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2448**

Per: 
Name: Steve Heuchert
Title: Treasurer

Per: 
Name: Caleb Chua
Title: President
We have authority to bind the corporation.