

**RESOLUTION OF THE BOARD OF DIRECTORS OF
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2566
(the "Corporation")**

CANNABIS-FREE ENVIRONMENT RULES


WHEREAS the board of directors has determined that it is in the best interest of the Corporation to pass a rule in order to prohibit the smoking of cannabis and the production of cannabis in the units and the common elements, including the exclusive use common elements;

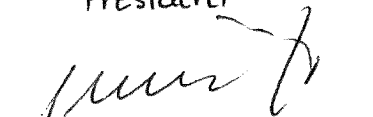
NOW THEREFORE, on a motion made by Amy Chan, and seconded by Ricky Yu, the board of directors hereby resolves that:


1. The proposed Cannabis-Free Environment Rules attached hereto are hereby created in accordance with section 58 of the *Condominium Act, 1998*; and,
2. Notice of the Cannabis-Free Environment Rules shall be delivered to the owners of the Corporation stating that the Cannabis-Free Environment Rules are to become effective 31 days after notice has been deemed to be delivered to owners unless a requisition is received by the Corporation.


DATED this 17th day of September, 2018

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2566
PER:**


Name: Amy Chan
Title: President


Name: WINNIE FU
Title: VICE PRESIDENT


Name: RICKY YU
Title: TREASURER


Name: MOSTAFA ZAKERI
Title: SECRETARY

Name:
Title:

We have the authority to bind the Corporation.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2566
(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.

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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, and must be changed and/or cleaned on a regular basis.
 - (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

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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 these Rules and a provision in any other of the Corporation's rules, the provisions in these rules shall prevail.

5. **Other:**

The board of directors may, at its full and unfettered discretion, grant an exemption to these Rules on such terms and conditions the board of directors deems required from time to time. Any related or associated costs shall also be the subject Owner's sole responsibility. The subject Owner shall indemnify the Corporation for any and all costs the Corporation may incur as a result of addressing this request, failing which, the exemption may not be granted. Once granted, this exemption may be revoked at any time as determined by the board of directors in its full and unfettered discretion upon written notice to the Owner.

6. **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.

7. **Severability:**

Each of the provisions of these Rules shall be deemed to be independent and severable. The invalidity of any part or parts of this rule shall not impair or affect, in any manner, the validity and enforceability of the balance thereof.


8. **Waiver:**

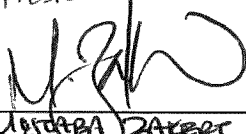
The failure to take action to enforce any provision contained in these Rules, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.

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The foregoing rules are hereby enacted by Toronto Standard Condominium Corporation No. 2566, said rules having been passed by the board of directors on 31st day of August, 2018 pursuant to Section 58 of the *Condominium Act, 1998*, as amended.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2566**

Per: 
Name: _____
Title: Amy Chan
president

Per: 
Name: MUSTAFA DAKEBI
Title: SECRETARY

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