PEEL STANDARD CONDOMINIUM
CORPORATION NO. 1008

NOTICE OF RULES

To All Unit Owners:

(1) Attached please find a copy of the Rule Prohibiting Smoking and Cannabis Cultivation (the "**Rule**"), which were duly passed by the Board of Directors (the "**Board**") on the 24th day of April, 2019.

(2) The Board proposes that the Rule come into force on the 15th day of June, 2019.

(3) Please be advised, that unit owners have a right to requisition a meeting under Section 46 of the *Condominium Act, 1998* (the "Act"). Accordingly, pursuant to Section 58(7) of the Act:

(a) If the Board receives a requisition within thirty (30) days of the Board giving owners notice of the Rule, the Rule will not come into force until the following: the time at which a quorum is not present at the first attempt to hold the owners meeting; and the time at which quorum is present at the first attempt to hold the meeting and the owners do not vote against the Rule at the meeting.

(b) If the Board does not receive a requisition within thirty (30) days of the Board giving owners notice of the Rule, the Rule will come into force thirty (30) days after owners are provided with notice of the same.

(4) Furthermore, please be advised that if a rule or amendment to a rule has substantially the same purpose or effect as a rule that the owners amended or repealed within the preceding two (2) years, the rule or amendment will not come into force unless the owners approve the same at a meeting duly called for this purpose.

(5) Enclosed please find a copy of Section 58 of the Act, and a copy of Section 46 of the Act.

DATED: May 15, 2019

PEEL STANDARD CONDOMINIUM
CORPORATION NO. 1008
on behalf of the Board of Directors:

Name: Navnit Jain
Title: President

Name: Tamika Marks-Grant
Title: Secretary

Section 58 of the Condominium Act – Rules

58 (1) The board may make, amend or repeal rules under this section respecting the use of the units, the common elements or the assets, if any, of the corporation to,

(a) promote the safety, security or welfare of the owners and of the property and the assets, if any, of the corporation; or

(b) prevent unreasonable interference with the use and enjoyment of the units, the common elements or the assets, if any, of the corporation. 2015, c. 28, Sched. 1, s. 54 (1).

Rules to be reasonable

(2) The rules shall be reasonable and consistent with this Act, the declaration and the by-laws.

Same, proposed rules

(3) Rules proposed by the declarant before the registration of a declaration and description shall be reasonable and consistent with this Act, the proposed declaration and the proposed by-laws. 1998, c. 19, s. 58 (3).

Inconsistent provisions

(4) If any provision in a rule or a proposed rule is inconsistent with the provisions of this Act, the provisions of this Act shall prevail and the rule or proposed rule, as the case may be, shall be deemed to be amended accordingly. 1998, c. 19, s. 58 (4).

Amendment by owners

(5) The owners may amend or repeal a rule at a meeting of owners duly called for that purpose. 1998, c. 19, s. 58 (5).

Notice of rule

(6) Upon making, amending or repealing a rule, the board shall give a notice of it to the owners that includes,

(a)) a copy of the rule as made, amended or repealed, as the case may be;

(b) a statement of the date that the board proposes that the rule will become effective;

(c) a statement that the owners have the right to requisition a meeting under section 46 and the rule becomes effective at the time determined by subsections (7) and (8); and

(d) a copy of the text of section 46 and this section. 1998, c. 19, s. 58 (6); 2015, c. 28, Sched. 1, s. 54 (2).

When rule effective

(7) Subject to subsection (8), a rule is not effective until the following time:

1. If the board receives a requisition for a meeting of owners under section 46 within 30 days after the board has given notice of the rule to the owners, the earlier of,

i. the time at which a quorum is not present at the first attempt to hold the meeting, and

ii. the time at which a quorum is present at the first attempt to hold the meeting and the owners do not vote against the rule at the meeting.

2. If the board does not receive a requisition for a meeting of owners under section 46 within the 30 days after the board has given notice of the rule to the owners, the day after that 30th day.

Same

(8) A rule or an amendment to a rule that has substantially the same purpose or effect as a rule that the owners have previously amended or repealed within the preceding two years is not effective until the owners approve it, with or without amendment, at a meeting duly called for that purpose. 1998, c. 19, s. 58 (8).

Same, proposed rule

(9) Despite subsection (7), a rule proposed by the declarant before the registration of the declaration and description shall be effective until it is replaced or confirmed by a rule of the corporation that takes effect in accordance with subsection (7). 1998, c. 19, s. 58 (9).

Compliance

(10) All persons bound by the rules shall comply with them and the rules may be enforced in the same manner as the by-laws. 1998, c. 19, s. 58 (10).

Section 46 of the Condominium Act – Requisition for a Meeting

46 (1) A requisition for a meeting of owners may be made by those owners who at the time the board receives the requisition, own at least 15 per cent of the units, are listed in the record maintained by the corporation under subsection 47 (2) and are entitled to vote. 1998, c. 19, s. 46 (1).

Form of requisition

(2) The requisition shall,

(a)) be in writing and be signed by the requisitionists;

(b) state the nature of the business to be presented at the meeting; and

(c) be delivered personally or by registered mail to the president or secretary of the board or deposited at the address for service of the corporation. 1998, c. 19, s. 46 (2).

Same, removal of directors

(3) If the nature of the business to be presented at the meeting includes the removal of one or more of the directors, the requisition shall state, for each director who is proposed to be removed, the name of the director, the reasons for the removal and whether the director occupies a position on the board that under subsection 51 (6) is reserved for voting by owners of owner-occupied units. 1998, c. 19, s. 46 (3).

Duty of board

(4) Upon receiving a requisition mentioned in subsection (1), the board shall,

(a) if the requisitionists so request in the requisition or consent in writing, add the business to be presented at the meeting to the agenda of items for the next annual general meeting; or

(b) otherwise call and hold a meeting of owners within 35 days. 1998, c. 19, s. 46 (4).

Non-compliance

(5) If the board does not comply with subsection (4), a requisitionist may call a meeting of owners which shall be held within 45 days of the day on which the meeting is called. 1998, c. 19, s. 46 (5).

Reimbursement of cost

(6) Upon request, the corporation shall reimburse a requisitionist who calls a meeting under subsection (5) for the reasonable costs incurred in calling the meeting. 1998, c. 19, s. 46 (6).

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008
(the "Corporation")

Pursuant to Section 58 of the *Condominium Act S.O. 1998 c. 19* (the "Act")

A RULE PROHIBITING SMOKING AND CANNABIS CULTIVATION

WHEREAS:

A. Section 58 of the Act permits the Board to pass a Rule that promotes the safety, security, and welfare of residents and property, which includes the common elements and units as well as a Rule that prevents unreasonable interference with the use and/or enjoyment of the common elements and units;

B. Section 117 of the Act prohibits an activity from being carried out on the common elements or in any unit that is likely to cause property damage or cause injury to an individual;

C. The Corporation is concerned about the risks to property and safety with the cultivation of cannabis, including mould, fire, and breach of laws; and

D. The Corporation is also concerned about the irritation and known health risks of exposure to second-hand smoke, increased risk of fire, and increased maintenance and cleaning costs associated with all forms of smoking, including tobacco, cannabis, and/or its derivatives.

NOW THEREFORE BE IT ENACTED AS A RULE OF THE CORPORATION, AS FOLLOWS:

1. The terms used in this Rule shall have the same meanings prescribed to them in the Act and/or the Declaration, unless otherwise stated. In this Rule, the following terms/phrases shall have the following meanings:

    a. "Board" shall mean the Corporation's Board of Directors;

    b. "Property Manager" shall mean the condominium manager or condominium management provider retained by the Corporation to provide condominium management services, manage the Corporation's property and manage the assets of the Corporation, or any agent or employee thereof. The more general term "management" shall include the Property Manager and any or all of the agents or employees working under his or her jurisdiction;

    c. "Owner" shall mean "Owner" as defined in the Act for purposes of compliance with the Act, Declaration, By-laws and Rules;

    d. "Resident" shall mean a resident, occupant and/or tenant of a unit; and

    e. "Smoking" or "Smoke" shall mean the inhaling, vaping, exhaling, burning, carrying and/or possessing of lit tobacco, cigarettes, cigars, cannabis, hash, electronic cigarettes and/or any other substances that are consumed by inhalation when lit, heated and/or vaporized.

2. Upon this Rule coming into force, no one shall Smoke anywhere on the Corporation's property, including:

    a. In any unit;

    b. On any part of the exclusive use common elements; and

    c. On any part of the Corporation's general common elements (with the exception of an outdoor smoking area, which may be designated by the Board from time to time).

3. Notwithstanding Paragraph 2(a) of this Rule, a Resident who resides at the Corporation upon this Rule coming into force who Smokes in their unit as of the date that this Rule comes into force, will be permitted to Smoke in their unit upon this Rule coming into force, provided that:

    a. he/she provides the Corporation with an executed copy of the grandfathering agreement attached hereto at Schedule "A" within sixty (60) days of this Rule coming into force;

    b. he/she Smokes in his/her unit in a manner that does not cause injury to an individual or interfere with an Owner or Resident's reasonable use and/or enjoyment of the common elements and/or his/her unit;

    c. he/she Smokes in his/her unit in a manner that does not extend to any other units or the common elements; and

    d. he/she complies with the terms of the grandfathering agreement attached hereto at Schedule "A.

4. A Resident who provides the Corporation with medical documentation establishing that he/she has a disability (as defined under the Human Rights Code) for which he/she requires the use of medical cannabis (the medical component of which cannot be consumed in another form) will be permitted to Smoke medical cannabis in their unit upon this Rule coming into force, provided that he/she only Smokes medical cannabis in their unit and the manner in which they Smoke same does not cause injury to an individual or interfere with an Owner or Resident's reasonable use and/or enjoyment of

the common elements and/or his/her unit.

5. Upon this Rule coming into force, no one shall cook, bake, process, extract, cultivate, grow, buy or sell cannabis in any manner or form in any unit or on any portion of the common elements, including the exclusive use common elements.

6. No Owner or Resident shall do or permit anything to be done on the common elements or in his or her unit or keep anything therein which will in any way increase the risk of fire or rate of fire insurance on any building or on property kept therein or obstruct or interfere with the rights of other Owners or occupants or in any way injure or annoy them or conflict with the laws relating to fire or 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 or ordinance.

7. Any and all losses, costs or damages incurred by the Corporation by reason of a breach of this Rule by an Owner, Resident and/or their family, tenant, guest, visitor, servant and/or agent, shall be paid for by the Owner of the unit and may be recovered by the Corporation against the Owner in the same manner as common expenses.

8. Each of the provisions contained in this document shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of the provisions in this document shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this document. In such event, all other provisions shall continue in full force and effect as if such invalid provision had never been included herein.

9. The failure to take action to enforce any of the provisions of this Rule, 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 same.

10. The headings in the body of this document form no part of this Rule, but shall be understood as inserted for convenience of reference only.

11. This document shall be read with all the changes of number and gender required by the context.

Approved by the Board of Directors of Peel Standard Condominium Corporation No. 1008.

DATED this 15 day of May, 2019.

Peel Standard Condominium Corporation No. 1008

Per: _____

Name: Navin Jain

Title: President

Per: _____

Name: Tamika Marks-Grant

Title: Secretary

I/We have authority to bind the Corporation.

SCHEDULE "A"

-- CONFIDENTIAL RECORD FOR OFFICE USE ONLY --
PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008
(the "**Corporation**")

GRANDFATHERING AGREEMENT FOR SMOKING

Unit_____, Level _____, Municipal Address _____ (the "**Grandfathered Unit**")

Owner Name(s):

_____

Owner(s) Contact Information:

Phone Number: _____ Email:_____

Resident Name(s) (if a non-owner resides in the Grandfathered Unit):

_____

Resident(s) Contact Information:

Phone Number: _____ Email:_____

Pursuant to the Rule Prohibiting Smoking and Cannabis Cultivation (the "**Rule**") enacted by the Corporation, an exemption to Paragraph 2(a) of the Rule may be granted by the Corporation under Paragraph 3 of the Rule to an Owner or Resident residing in a residential dwelling unit if all of the conditions therein are met.

1. Notwithstanding Paragraph 2(a) of the Rule, a Resident who resides at the Corporation upon the Rule coming into force who Smokes (as that term is defined in the Rule) in their unit as of the date that the Rule comes into force, will be permitted to Smoke in their unit (the "**Grandfathered Unit**") upon the Rule coming into force provided that:

    a. he/she provides the Corporation with an executed copy of this grandfathering agreement within sixty (60) days of the Rule coming into force;

    b. he/she Smokes in the Grandfathered Unit in a manner that does not cause injury to an individual or interfere with an Owner or Resident's reasonable use and/or enjoyment of the common elements and/or his/her unit;

    c. he/she Smokes in the Grandfathered Unit in a manner that does not extend to any other units or the common elements; and

    d. he/she complies with the terms of this grandfathering agreement.

2. Owners and Residents of a Grandfathered Unit shall ensure, in exchange for the Corporation exempting the undersigned Resident(s) from the application of Paragraph 2(a) of the Rule as provided in this grandfathering agreement, that:

    (a) the Smoking (as that term is defined in the Rule) is done in a manner that does not cause injury to an individual or interfere with an Owner or Resident's reasonable use and/or enjoyment of the common elements and/or his/her unit;

    (b) the second hand smoke and odour produced by Smoking in the Grandfathered Unit does not emanate out of the Grandfathered Unit into the common elements and/or any other units;

    (c) the Grandfathered Unit's windows and balcony doors will remain closed when the Resident Smokes;

    (d) the Resident will only Smoke inside the Grandfathered Unit and not inside any other unit or on any portion of the common elements (including the exclusive use common elements);

(e) the Grandfathered Unit's exhaust fans will be turned on and functioning properly when the Resident Smokes inside the Grandfathered Unit;

(f) the Smoking does not cause property damage or personal injury;

(g) should the Smoking in the Grandfathered Unit fail to comply with Paragraphs 2(a), 2(b), 2(e) and/or 2(f) of this grandfathering agreement, as determined by the Board in its sole and absolute discretion:

(i) the Owner must retain a qualified expert to inspect the Grandfathered Unit, the related common elements and/or the effected/adjacent unit(s) and obtain a report from the qualified expert retained on the measures that could be undertaken in the Grandfathered Unit in order to ensure that the Smoking in the Grandfathered Unit complies with the aforementioned Paragraphs of this grandfathering agreement, all at the Owner's sole cost and expense, within thirty (30) days of the Owner and Resident receiving written notice from the Corporation to that effect;

(ii) a copy of the report prepared pursuant to Paragraph 2(g)(i) of this grandfathering agreement shall be provided to the Corporation;

(iii) within thirty (30) days of the date of the report prepared pursuant to Paragraph 2(g)(i) of this grandfathering agreement, the Owner and Resident of the Grandfathered Unit shall undertake all measures in the Grandfathered Unit as recommended in the report, all at the Owner's sole cost and expense;

(iv) should the Owner and/or Resident fail to comply with Paragraphs 2(g)(i), 2(g)(ii) and/or 2(g)(iii) of this grandfathering agreement, the exemption to Paragraph 2(a) of the Rule, which has been granted to the undersigned Resident(s), pursuant to this grandfathering agreement, shall be revoked by the Corporation and Smoking in the Grandfathered Unit shall be prohibited upon the Owner and Resident receiving written notice from the Corporation to that effect; and

(v) should the Board, in its sole and absolute discretion, determine that the measures undertaken pursuant to Paragraph 2(g)(iii) of this grandfathering agreement are insufficient in order to ensure that the Smoking in the Grandfathered Unit complies with the aforementioned Paragraphs of this grandfathering agreement, the exemption to Paragraph 2(a) of the Rule, which has been granted to the undersigned Resident(s), pursuant to this grandfathering agreement, shall be revoked by the Corporation and Smoking in the Grandfathered Unit shall be prohibited upon the Owner and Resident receiving written notice from the Corporation to that effect; and

(h) the Owner and Resident comply with the terms of this grandfathering agreement.

3. The Owner and Resident of the Grandfathered Unit acknowledge and agree that the exemption to Paragraph 2(a) of the Rule, which has been granted to the undersigned Resident(s), pursuant to this grandfathering agreement and Paragraph 3 of the Rule, shall be revoked by the Corporation without further notice upon the earlier of:

(a) the death of the undersigned Resident(s) who reside(s) in the Grandfathered Unit;

(b) the undersigned Resident(s) moving into another residential dwelling unit at the Corporation;

(c) the sale or transfer of the Grandfathered Unit, if same is owner-occupied;

(d) the undersigned Resident(s) moving out of the Grandfathered Unit; and

(e) any breach of the conditions stipulated in Paragraphs 1 and/or 2 of this grandfathering agreement, as determined by the Board in its sole discretion.

4. The exemption to Paragraph 2(a) of the Rule, which has been granted to the Grandfathered Unit, pursuant to this grandfathering agreement and Paragraph 3 of the Rule, is not transferrable, and

has been granted personally to the undersigned Resident(s) only while same reside(s) in the Grandfathered Unit.

5. Any and all losses, costs or damages incurred by the Corporation by reason of a breach of the Rule or the terms of this grandfathering agreement by an Owner, Resident and/or their family, tenant, guest, visitor, servant and/or agent, shall be paid for by the Owner of the unit and may be recovered by the Corporation against the Owner in the same manner as common expenses.

I/we, the undersigned Owner(s) and/or Resident(s) of the Grandfathered Unit, do solemnly swear and affirm that I/we currently Smoke in the Grandfathered Unit, and that I/we wish to continue Smoke in the Grandfathered Unit.

I/We, the Owner(s) of the Grandfathered Unit, hereby confirm that the information provided above is accurate and true and that I/we will comply and require any Resident(s) of the Grandfathered Unit to comply with the Condominium Act, 1998, and the Corporation's Declaration, By-laws and Rules, and I/we understand that if the Board deems that the Smoking in the Grandfathered Unit is a nuisance or otherwise violates the terms of this grandfathering agreement or the aforesaid legislation or any other law, regulation, or municipal ordnance, then the exemption to Paragraph 2(a) of the Rule as granted under this grandfathering agreement is immediately rescinded.

DATE:	DATE:
Resident *(if applicable)*	Owner
DATE:	DATE:
Resident *(if applicable)*	Owner