



**STRATA PLAN BCS 3818
BROOK AT THE VILLAGE ON FALSE CREEK**

BYLAWS

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Strata Plan BCS 3818
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Division 1 – Duties of Owners, Tenants, Occupants and Visitors

Payment of Strata Fees and Special Levies

- 1 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) Where an owner fails to pay strata fees in accordance with bylaw 1.(1), outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually.
- (3) A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- (4) Outstanding special levies are subject to an interest charge of 10% per annum, compounded annually.
- (5) In addition to any interest charges payable under bylaw 1.(2) or 1.(4), fines may be levied for failure to pay strata fees or special levies on time.
- (6) [Intentionally left blank.]

Repair and Maintenance of Property by Owner

- 2 (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (3) If an owner who has the use of limited common property fails to repair and maintain it as required under bylaw 2.(1) within 10 days of receiving a written notice from the strata corporation or the strata council or property manager on behalf of the strata corporation setting out the particulars of the repair or maintenance required, the strata corporation may, but shall not be obligated to, retain such workers, contractors, subcontractors or other persons to perform such maintenance or repair work. Any costs incurred by the strata corporation in retaining such workers, contractors, subcontractors or other persons for the performance of such maintenance or repair work shall be charged to the owner and will become due and payable within 5 days of demand by the strata corporation or by the strata council or property manager on behalf of the strata corporation.

- (4) Despite bylaw 9.(1)(c) and without limiting this bylaw, an owner who has the use of limited common property must repair and maintain any landscaping including, not exhaustively, plants, foliage, trees and shrubs located thereon in a clean, tidy and healthy condition.

Use of Property

- 3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:
 - (a) causes a nuisance or hazard to another person;
 - (b) causes unreasonable noise;
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
 - (d) is illegal or otherwise contrary to any provisions, rules, regulations or ordinances of any statute or municipal bylaw, whether federal, provincial or municipal; or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (3) An owner is responsible for any damage caused by the owner's occupants, tenants or visitors.
- (4) A strata lot must not be used for short-term accommodation purposes, including, but not limited to, a bed-and-breakfast, lodging house, hotel, motel, home exchange, time share, temporary housing, corporate housing, vacation rental or extended vacation rental, whether arranged through websites such as Air BnB, VRBO, Premiere Executive Suites or through companies that advertise this type of accommodation. Without limiting the generality of the foregoing, an owner, tenant or occupant must not enter into a license for the use of all or part of a strata lot. Effective November 30, 2018, any breach of this bylaw 3.(4) is subject to a fine of up to \$1,000 per day.
- (5) (a) for the purposes of these bylaws, "**strata insurance**" means the insurance coverage obtained and maintained by the strata corporation pursuant to the Act and these bylaws;

- (b) if an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that owner must indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any strata insurance policy;
- (c) For clarity and without limiting the meaning of the word “**responsible**”, an owner is deemed to be responsible, under bylaw 3(5)(b), for any of the following:
 - (i) the owner is responsible for any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, as the word “**responsible**” has been interpreted in the courts or a tribunal in connection with section 158(2) of the Act;
 - (ii) any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, where the cause of such loss or damage is the result of an act, omission, negligence or carelessness of the owner, and/or owner’s tenants, occupants, and visitors (including family members, employees, agents, contractors, guests or invitees); and
 - (iii) any loss or damage caused to the common property, limited common property, common assets or to any strata lot, and/or personal injury or death, where the cause of such loss or damage originated within the owner’s strata lot or limited common property designated for the exclusive use of such owner’s strata lot, including, but not limited to, anything arising from any of the following:
 - A. dishwasher;
 - B. refrigerator with ice/water dispensing capabilities;
 - C. garburator;
 - D. washing machine;
 - E. toilets, sinks, bathtubs;
 - F. dedicated plumbing related pipes and fixtures, that solely service a strata lot;
 - G. fireplaces;
 - H. exhaust fans and humidifiers/dehumidifiers;
 - I. anything introduced into the strata lot by a resident or visitor;

- J. any alterations or additions to the strata lot, the limited common property or the common property made by the owner or by prior owner(s) of the strata lot;
 - K. any pets residing in or visiting at the owner's strata lot;
 - L. any person residing in or visiting at the owner's strata lot; and
 - M. barbecues or smokers.
- (d) For the purposes of these bylaws, an expense not covered by the strata insurance proceeds received by the strata corporation includes:
- (i) the costs of investigating the cause of any loss or damage, where the owner is responsible;
 - (ii) the costs of repairing the cause of any loss or damage, where the owner is responsible;
 - (iii) legal costs, on a full indemnity basis, incurred in relation to defending any claim against the strata corporation, and/or prosecuting any claim made against the owner;
 - (iv) any insurance deductible paid or payable by the strata corporation; and
 - (v) the costs to repair the loss or damage, where no strata insurance policy operates or where the strata council decides not to make a claim on any strata insurance policy because no strata insurance policy would operate or because making a claim is not in the best interests of the strata corporation, as determined by the strata council acting reasonably. Where an insurance claim is not made because it would not be in the best interests of the strata corporation, the owner's liability under this bylaw 3(5)(d)(v) is limited to an amount equal to the insurance deductible that would have been paid or payable by the strata corporation had an insurance claim been made and accepted by the insurer.

An expense not covered by the strata insurance proceeds received by the strata corporation will be charged to the owner. For certainty, nothing in this bylaw 3(5) requires the strata corporation to make a claim on any strata insurance policy in order to charge an amount to the owner in accordance with bylaws 3.5(b), 3.5(c), and/or 3(5)(d).

- (6) A strata lot, the common property, limited common property or common assets must not be used, occupied or modified/alterd for the purpose of growing, producing, harvesting, marketing, selling or distribution of cannabis or marijuana. Storage within a strata lot or transport through common property of cannabis or marijuana is also prohibited, except for quantities less than or equal to limits specified (if any) for legal personal possession of cannabis or marijuana under relevant Canadian or BC legislation.

- (7) Owners, tenants and occupants are responsible for obtaining insurance coverage to cover the risks that are not covered by the strata corporation's insurance policies (the "strata insurance"). Without limiting the foregoing, an owner is responsible for obtaining insurance coverage to pay any deductibles payable under the strata insurance for which the owner is responsible

Pets and Animals

- 4 (1) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (2) Subject to bylaw 4(4), an owner, tenant or occupant must not keep animals, livestock, fowl or pets in any strata lot with the exception of not more than either two dogs or two cats, or one dog and one cat.
- (3) The owner of the strata lot is responsible for clean up, damage or repair required or caused by the presence of their pets or the pets of their visitors in the strata corporation.
- (4) An owner, tenant or occupant must not keep or permit anyone else to bring an aggressive dog in any strata lot or on any portion of the common property. An aggressive dog is defined as:
 - (a) a dog with a known propensity, tendency or disposition to attack without provocation other domestic animals or human beings or;
 - (b) a dog which has bitten another domestic animal or human being without provocation.
- (5) A pet owner is fully responsible for their pet's behaviour within the common property. If a pet is deemed to be a nuisance by the strata council, it shall be removed from the strata lot, the common property or common asset or all of them within thirty (30) days from the date that the council provides notice to the owner of the strata lot in which the pet resides.
- (6) An owner, tenant, occupant or visitor shall not feed nuisance birds such as pigeons, seagulls, crows, starlings and other birds from any strata lot or the common property.

Inform Strata Corporation

- 5 (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

- (3) Within two weeks of renting a strata lot, the landlord must give the strata corporation a copy of the form K – Notice of Tenant’s Responsibilities signed by the tenant, in accordance with section 146 of the Act.
- (4) Any owner of a strata lot who leases his lot without submitting a Form K in accordance with the Act and bylaw 5.(3) shall be liable to a fine of \$100.00 for every seven days that a Form K is not submitted.

Approval for Alterations to a Strata Lot, Limited Common Property or Common Property

- 6 (1) An owner must obtain the written approval of the strata corporation before making or authorizing:
 - (a) an alteration to a strata lot that involves any of the following:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) roof decks, patios, stairs, balconies or other things attached to the exterior of a building;
 - (iv) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (v) railings or similar structures that enclose a patio, roof deck, balcony or yard;
 - (vi) common property located within the boundaries of a strata lot;
 - (vii) those parts of the strata lot which the strata corporation must insure under section 149 of the Act;
 - (viii) the painting of the exterior, or the attachment of sunscreens or greenhouses;
 - (ix) flooring;
 - (x) the dew point sensors (including, for clarity, painting or filling the holes of the sensors);
 - (xi) wiring, plumbing, piping, heating, air conditioning, the capillary mat heating and cooling system and other services; and
 - (xii) installation or removal of a wall or walls, whether structural or not; and
 - (b) any alteration to common property, including limited common property, or to common assets.
- (2) An owner, as part of their application to the strata corporation for approval of any alteration under bylaw 6.(1), must:

- (a) submit, in writing, detailed plans and description of the intended alteration;
 - (b) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council; and
 - (c) determine whether the *Workers Compensation Act, Occupational Health and Safety Regulation* and/or related regulations apply to or have any impact on the intended alteration (for example, whether asbestos or lead paint must be addressed as part of the intended alteration and under what conditions).
- (3) The strata corporation may require, as a condition of its approval under bylaw 6.(1), that the owner agree, in writing, to certain terms and conditions, including, but not exhaustively, the following:
- (a) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;
 - (b) that the standard of work and materials be not less than that of the existing structures;
 - (c) that all work and materials necessary for the alteration be at the sole expense of the owner;
 - (d) that the owner from time to time of the strata lot receiving the benefit of an alteration to a strata lot, common property, limited common property or common assets must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as a result, directly or indirectly, of the alterations to a strata lot, common property, limited common property or common assets;
 - (e) that the owner and any subsequent owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they are an owner, indemnify and hold harmless the strata corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred shall be charged to that owner and will become due and payable on or before the first day of the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation; and
 - (f) that alterations be done by a qualified tradesperson(s) who is/are licensed, insured and in good standing with WorkSafe BC.
- (4) An owner who has altered a strata lot, common property, limited common property or common assets before the passage of these bylaws shall be subject to their

content and intent to the extent that any damages suffered or costs incurred by the strata corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.

- (5) An owner who has altered a strata lot, common property, limited common property or common assets will indemnify and hold harmless the strata corporation, its strata council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to a breach of the *Workers Compensation Act, Occupational Health and Safety Regulation* and/or related regulations that apply or applied to or had or have any impact on the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner who has altered a strata lot, common property, limited common property or common assets and the said costs or expenses incurred must be charged to that owner and will become due and payable on or before the first day of the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation.
- (6) If, subsequent to the passage of bylaws 6.(1) to 6.(5) inclusive, an owner alters a strata lot, common property, limited common property, or common assets without adhering strictly to these bylaws, the strata corporation may require the owner to restore, at the owner's sole expense, the strata lot, common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the strata lot, common property, limited common property, or common assets back to its original condition following a demand by the strata corporation pursuant to this bylaw 6.(6), the strata corporation may, in its discretion, conduct all or part of the restoration, at the expense of the owner who altered the strata lot, common property, limited common property, or common assets. If the strata corporation undertakes any restoration work pursuant to this bylaw 6.(6), the cost of such restoration will become due and payable on or before the first day of the month next following the date on which the cost was incurred.
- (7) The strata corporation will not be responsible for repairing, restoring or replacing any alterations undertaken by an owner to a strata lot, common property, limited common property or common assets. In the event that the existence of the alteration to a strata lot, common property, limited common property, or common assets undertaken by an owner results in additional costs to the strata corporation in undertaking the repair and maintenance of common property, limited common property, common assets or a strata lot in accordance with these bylaws, the then current owner of the strata lot receiving the benefit of the alteration must indemnify the strata corporation for all such additional costs.
- (8) Hard-Surface Flooring
 - (a) in accordance with this bylaw 6, an owner may, with prior written approval of the strata council, make changes to the floor finishing of their strata lot to any hard surface flooring finish (e.g. hardwood flooring), and the council shall, when reviewing such applications, give due consideration to the issue of sound transmission between strata lots;

- (b) an owner must install floor underlay with the highest impact insulation class or IIC rating. In no event shall the IIC rating be any less than 70. Floors must be levelled at a tolerance of 1/8" over 10 feet prior to installing underlay;
- (c) when hard surface flooring is installed or replaced in a strata lot, underlay must be installed between the finished floor and the concrete base;
- (d) without limiting bylaw 3(1), a resident of a strata lot with hard surface flooring must take all reasonable steps to satisfy complaints of unreasonable noise from other residents.

Conduct of Alterations

- 7
- (1) An owner must give the strata council two working days' prior notice of the scheduled arrival of tradespersons or delivery of materials. Tradespersons must be licensed, insured and in good standing with WorkSafe BC.
 - (2) An owner must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers.
 - (3) An owner must ensure that the delivery of any construction materials is through the parking lot and, if in an elevator, the owner must ensure the elevator is protected with proper wall pads and floor coverings. An owner must not permit any renovations/alterations materials to be delivered through the main lobby.
 - (4) An owner must ensure:
 - (a) drop cloths are installed and removed daily between the elevators and the strata lot as well as between other doors to protect common areas from any spillage or dripping; and
 - (b) stairs, lobbies and paths through the parking areas are regularly cleaned (and vacuumed at the request of the strata council) and the residential corridor thoroughly vacuumed daily.
 - (5) An owner must ensure that the hours of work are restricted to 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m. on Saturdays. No work is permitted on Sundays or statutory holidays.
 - (6) An owner or a designated person must be in attendance for all significant renovations/alterations, with the determination of whether or not the renovations/alterations are significant to be in the discretion of the council.
 - (7) An owner performing or contracting with others to perform renovations or alterations is responsible, financially and otherwise, for ensuring that any and all required permits and licences are obtained.

Permit entry to Strata Lot

- 8
- (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata

corporation to enter the strata lot or limited common property;

- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; and
 - (b) at a reasonable time, on 48 hours' written notice;
 - (i) to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair, replace, renew and maintain under these bylaws or the Act or to insure under section 149 of the Act; or
 - (ii) to ensure an owner's, tenant's or occupant's compliance with the Act, bylaws and rules.
- (2) The notice referred to in bylaw 8.(1)(b) must include the date and approximate time of entry, and the reason for entry.
- (3) Where the strata corporation is required to enter a strata lot for the purpose of inspecting, maintaining, repairing, or renewing pipes, wires, cables, ducts and all aspects of the capillary mat heating and cooling system, including, not exhaustively, the dew point sensors, for the time being existing in the strata lot, which are capable of being used in connection with the enjoyment of any other strata lot or the common property, the strata corporation and its agents shall in carrying out any work or repairs do so in a proper and workmanlike manner. Subject to bylaw 6.(7), the strata corporation shall make good any damage to the strata lot occasioned by such works and restore the strata lot to its former condition, leaving the strata lot clean and free from debris.
- (4) If access to a strata lot is not provided in accordance with bylaw 8.(1), the owner will be responsible for:
- (a) all costs of forced entry incurred by the strata corporation if the strata corporation, having made reasonable efforts is unable to contact the owner of the strata lot, requires access to the strata lot due to an emergency;
 - (b) all costs incurred by the strata corporation in respect of contractors who must re-attend at the building to access the strata lot.
- (5) If an owner, tenant, occupant or visitor is unable to be available to permit a person authorized by the strata corporation to enter the strata lot or limited common property in accordance with bylaw 8.(1), the key to the strata lot may be left with such owner's, tenant's, occupant's or visitor's representative who will be available at the time specified.

Division 2 – Powers and Duties of Strata Corporation

Repair and Maintenance of Property by Strata Corporation

- 9 (1) The strata corporation must repair and maintain all of the following:

- (a) common assets of the strata corporation;
 - (b) common property that has not been designated as limited common property;
 - (c) limited common property, but the duty to repair and maintain it is restricted to
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year; and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) roof decks, patios, stairs, balconies and other things attached to the exterior of a building;
 - (D) doors, windows and skylights on the exterior of a building or that front on the common property; and
 - (E) railings and similar structures that enclose patios, roof decks and balconies;
 - (d) a strata lot, but the duty to repair and maintain it is restricted to:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) roof decks, patios, stairs, balconies and other things attached to the exterior of a building;
 - (iv) doors, windows and skylights on the exterior of a building or that front on the common property;
 - (v) railings and similar structures that enclose patios, roof decks and balconies;
 - (vi) all aspects of the capillary mat heating and cooling system, including all pipes, couplings, valves and thermostats; and
 - (vii) the continuously operating fans that are connected to the heating and cooling systems in the building.
- (2) Despite bylaw 9.(1), the strata corporation is not responsible for the costs of repair and maintenance work under bylaw 9 and more particularly bylaw 9.(1)(d)(vi) that is not first authorized by the council or strata manager.

Division 3 – Council

Council Size

- 10 (1) The council must have at least 3 and not more than 7 members.

Council Eligibility

- 11 (1) An owner or the spouse of an owner may stand for council, but not both in respect of the same strata lot.
- (2) No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.

Council Members' Terms

- 12 (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for re-election.

Removing Council Member

- 13 (1) The strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members. The strata corporation must pass a separate resolution for each council member to be removed.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

Replacing Council Member

- 14 (1) If a council member resigns or is unwilling or unable to act, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this bylaw 14. even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act, persons holding at least 20% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

- 15 (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president:
- (a) while the president is absent or is unwilling or unable to act; or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling Council Meetings

- 16 (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A council meeting may be held on less than one week's notice if:
- (a) all council members consent in advance of the meeting; or
 - (b) the meeting is required to deal with an emergency situation, and all council members either
 - (i) consent in advance of the meeting; or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

17 [Intentionally left blank.]

Quorum of Council

- 18 (1) A quorum of the council is:
- (a) 2, if the council consists of 3 or 4 members;
 - (b) 3, if the council consists of 5 or 6 members; and

- (c) 4, if the council consists of 7 members.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

Council Meetings

- 19 (1) Council meetings may be held by electronic means, if all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers.
- (4) Despite bylaw 19.(3), no observers may attend those portions of council meetings that deal with any of the following:
 - (a) bylaw contravention hearings under section 135 of the Act;
 - (b) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at Council Meetings

- 20 (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to Inform Owners of Minutes

- 21 (1) The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

Delegation of Council's Powers and Duties

- 22 (1) Subject to bylaws 22.(2), 22.(3) and 22.(4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that:
 - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose; or

- (b) delegates the general authority to make expenditures in accordance with bylaw 22.(3).
- (3) A delegation of a general authority to make expenditures must:
 - (a) set a maximum amount that may be spent; and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case, whether a person:
 - (a) has contravened a bylaw or rule;
 - (b) should be fined, and the amount of the fine; or
 - (c) should be denied access to a recreational facility.

Spending Restrictions

- 23 (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite bylaw 23.(1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on Liability of Council Member

- 24 (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Bylaw 24.(1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Division 4 – Enforcement of Bylaws and Rules

Maximum Fine

- 25 (1) Except where specifically stated to be otherwise in these bylaws, the strata corporation may fine an owner or tenant a maximum of:
 - (a) **\$200** for each contravention of a bylaw; and
 - (b) **\$50** for each contravention of a rule.

Continuing Contravention

- 26 (1) Except where specifically stated to be otherwise in these bylaws, if an activity or

lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

Division 5 – Annual and Special General Meetings

Quorum of Meeting

- 26A (1) If within 15 minutes from the time appointed for a general meeting a quorum is not present, the persons present who are entitled to vote shall be deemed to be a quorum.

This bylaw 26.A(1) is an alternative to section 48(3) of the Act. This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

Person to Chair Meeting

- 27 (1) Annual and special general meetings must be chaired by the president of the council.
- (2) If the president is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by Other than Eligible Voters

- 28 (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Voting

- 29 (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president may break the tie by casting a second, deciding vote.
- (6) Despite anything in this bylaw 29., an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

Order of Business

- 30 (1) The order of business at annual and special general meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is a quorum;
 - (c) elect a person to chair the meeting, if necessary;
 - (d) present to the meeting proof of notice of meeting or waiver of notice;
 - (e) approve the agenda;
 - (f) approve minutes from the last annual or special general meeting;
 - (g) deal with unfinished business;
 - (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
 - (i) ratify any new rules made by the strata corporation under section 125 of the Act;
 - (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
 - (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
 - (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
 - (m) elect a council, if the meeting is an annual general meeting;
 - (n) terminate the meeting.
- (2) Despite bylaw 30.(1), the order of business at an annual or special general meeting may be amended by a majority vote resolution passed at the same meeting.

Electronic General Meetings

- 31 (1) The strata corporation may provide for attendance at an annual or special general meeting by telephone or any other electronic method if the method permits all persons participating in the meeting to communicate with each other during the meeting. For certainty, the strata corporation may call an exclusively electronic annual or special general meeting, hold an annual or special general meeting exclusively by telephone or any other electronic method, and is not required to provide for in-person attendance at an electronic annual or special general meeting, provided the electronic method permits all persons participating in the meeting to communicate with each other during the meeting.
- (2) A person who is eligible to vote may attend an annual or special general meeting by electronic means so long as the person and the other participants can communicate with each other.
- (3) Any person attending an annual or special general meeting by electronic means is deemed to be present in person for the purposes of the meeting.
- (4) Despite bylaw 31, in the event that a general meeting is held pursuant to bylaw 31 (1) or an eligible voter attends an annual or special general meeting by electronic means, the strata corporation has no obligation to make provision for a secret ballot or issue a voting card for, as applicable, that meeting or the particular voter.”

Division 6 – Voluntary Dispute Resolution

Voluntary Dispute Resolution

- 32 (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:
- (a) all the parties to the dispute consent; and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of:
- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties; or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to end the dispute voluntarily.

Division 7 – Marketing Activities by Owner Developer and Owners

- 33 (1) An owner developer who has an unsold strata lot may carry on sales functions that

relate to its sale, including the posting of signs.

- (2) An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.
- (3) An owner, tenant, occupant or visitor must not display real estate signs in a strata lot or on the common property except in the location designated by the strata corporation for real estate signs.

Division 8 – Miscellaneous

Disturbance of Others

- 34
- (1) Mops or dusters of any kind shall not be shaken, and nothing shall be thrown out of any window, door, passage, or other parts of the strata lot or the common property.
 - (2) No barbecues other than those fuelled by propane or natural gas or electricity may be used. Without limiting the generality of bylaw 3.(1), no owner shall operate a barbecue in a manner which, in the opinion of the strata council, interferes with another owner's enjoyment of their strata lot. All barbecues must be kept at a minimum distance of 24 inches away from the building exterior walls. Without limiting the generality of bylaw 3.(5), an owner must indemnify the strata corporation for any costs incurred to repair any heat damage to the building envelope caused by a barbecue used in connection with the owner's strata lot.
 - (3) An owner, tenant, occupant or visitor must not wear or use, as the case may be, inline skates, bicycles, scooters or skateboards anywhere in the building, including a strata lot.

Hazards

- 35
- (1) Fire hazards must be minimized. No item shall be brought onto or stored in a strata lot or the common property which will in any way unreasonably increase or unreasonably tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the strata corporation, or which will invalidate, cancel or void any insurance policy.
 - (2) No material substances, especially burning material such as cigarettes or matches, shall be permitted to be discharged from any window, door, patio or other part of a strata lot or the common property.

Cleanliness

- 36
- (1) All household refuse and recycling material must be secured in suitable plastic bags or recycling containers. The owners, tenants and occupants will comply with the City's recycling program as it is implemented.
 - (2) Any waste material other than ordinary household refuse and normally collected recycling materials shall be removed by the individual owner, tenant or occupant of the strata lot and not left in the garbage and recycling area.

- (3) An owner, tenant or occupant must not allow a strata lot to become unsanitary or untidy. Rubbish, dust, garbage, boxes, packing cases and other similar refuse must not be thrown, piled or stored in the strata lot or on limited common property or on common property. Any expenses incurred by the strata corporation to remove such refuse will be charged to the strata lot owner.

Exterior Appearance

- 37 (1) Except as expressly permitted in these bylaws or the rules, no signs, fences, gates, billboards, placards, advertising or notices of any kind shall be erected or displayed on the common property or a strata lot without the prior written approval of the strata council.
- (2) Without limiting the generality of bylaw 6., no awning, shade screen, smoke stack, satellite dish, radio or television antenna shall be hung from or attached to the exterior of the strata lot, without prior written consent of the strata council.
- (3) No laundry, clothing, bedding, or other articles shall be hung or displayed from windows, patios, or other parts of the strata lot or anywhere on the common property, including limited common property, so that they are visible from the outside.
- (4) Draperies or window coverings that are visible from the exterior of any strata lot shall be cream or white in color.
- (5) No balcony, patio, or roof deck shall be used for the purpose of storing of bicycles, motorcycles, boxes, machinery, equipment or for general storage purposes.

Common Areas

- 38 (1) The strata corporation shall administer all common property and any rules formulated by the strata corporation from time to time shall be binding upon all owners, tenants, occupants and visitors.
- (2) The common property recreational facilities are for the use of owners, tenants, occupants and their invited visitors only. An owner, tenant or occupant must accompany their visitors when using these common property recreational facilities.

Storage

- 39 (1) An owner, tenant, or occupant must store bicycles only in the bicycle rack and storage lockers in the basement parking area.
- (2) An owner, tenant, or occupant must not store any hazardous or flammable substances in storage lockers.

Parking

- 40 (1) An owner, tenant, or occupant shall use only the parking stall(s) obtained by way of partial assignment of rights under a Parking Stall and Storage Locker Lease charging the common property of the strata corporation for the strata lot in which they reside.

- (2) An owner must not sell, lease or license the use of parking stalls to any person other than an owner, tenant or occupant.
- (3) [Intentionally left blank.]
- (4) [Intentionally left blank.]
- (5) A maximum speed of 10 km/h shall apply within the common property.
- (6) An owner, tenant, or occupant must not permit any oversized, commercial or recreational vehicles (including, but not exhaustively, boats, trailers and campers) to enter or be parked or stored in any parking stall or on common property, limited common property or land that is a common asset, without the prior written approval of the strata council.
- (7) An owner, tenant, or occupant must not store unlicensed or uninsured vehicles on the common property, limited common property or on land that is a common asset.
- (8) An owner, tenant, or occupant storing a vehicle must provide proof of insurance to the strata corporation on the commencement date of the storage or if requested by the strata council.
- (9) An owner, tenant, occupant or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones. For clarity, no vehicle shall be parked in a manner which reduces the width of your neighbour's parking space.
- (10) An owner, tenant, occupant or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds) or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs.
- (11) An owner, tenant, occupant or visitor must not park or store any vehicles that drips oil or gasoline and must remove any dripped oil, gasoline or other automotive residue.
- (12) Any vehicle which does not comply with this bylaw may be removed at the owner's expense.
- (13) An owner, tenant or occupant must move their vehicle out of the common property parkade prior to parkade cleaning. An owner, tenant or occupant who contravenes this bylaw will be subject to a fine of \$100.00.
- (14) No personal effects may be stored or placed on any parking stall or common property, except as permitted by the rules or the bylaws. Anything so stored or placed may be removed and disposed of at the owner's sole risk and expense.
- (15) No person is allowed to camp overnight in any type of vehicle in or on the common property.

- (16) Only one vehicle may park in a designated parking space. In addition to one vehicle, a motorcycle may also be parked in a designated parking space, so long as it does not allow the accompanying vehicle to protrude beyond the parking space boundaries.
- (17) No owner, tenant, occupant or visitor shall drive a vehicle on any part of the common property except designated driveways.
- (18) No owner, tenant, occupant or visitor shall park a vehicle on the common property or limited common property except in a designated parking area.
- (19) No basket carts, or shopping carts, from stores are permitted in the underground parking area, passageways, locker rooms or any other common property space. This is against Vancouver Fire Department Standards and could result in a fine levied against the strata corporation. Violators will be fined.
- (20) An owner, tenant or occupant wishing to charge an electric vehicle must obtain the written approval of the strata corporation before charging the electric vehicle in the parkade. The electric vehicle owner charging their electric vehicle in the parkade will be charged a fee of \$40.00/month.

The strata corporation encourages owners to install EV Charging Stations in their parking stalls, at owner's expense.
- (21) No vehicle shall be parked in the loading zone in front of the building for a period longer than the time reasonably required for the loading or unloading of the vehicle.

Visitor Parking

- 40 A (1) Owners must turn over the strata lot visitor parking permits to new owners, tenants or occupants upon the sale or lease of a strata lot.
- (2) Any vehicles found in violation of any of bylaws 39.A(3) through 39.A(8) (inclusive) will be towed at the owner's risk and expense. The strata corporation, strata council and strata agent are not responsible for any damage or loss to vehicles that are towed away.
- (3) Visitors must park in the parking stalls allocated for visitors.
- (4) Visitor parking stalls are for the exclusive use of visitors of an owner, tenant or occupant of 181 W. 1st Avenue. An owner, tenant or occupant must not use the visitor parking area at any time. Violators will be fined and/or towed.
- (5) The visitor parking permits may be used for visits of up to three (3) consecutive days within a one (1) month period. These permits must be visibly displayed on the dash of the visitor's vehicle. The visitor lot will be monitored regularly, with license plate numbers recorded. It is the responsibility of each owner, tenant or occupant to supply their visitors with a parking permit. There is a limit of 2 permits for each strata lot. The cost of a replacement permit is \$50.00.

- (6) Visitor parking permits for periods of greater than three (3) consecutive days must be requested, in writing, from the strata council. Based on demand, these longer term requests may be accepted or denied.
- (7) Any vehicle parked in a visitor's stall designed as one for drivers having a disability must display both a handicapped and a visitor parking permit.
- (8) Visitors parking in the visitor lot do so at their own risk and must abide by any applicable rules of the strata corporation adopted from time to time.

Damage to Property

- 41 (1) An owner, tenant, or occupant shall not cause damage to trees, plants, bushes, or flowers on the common property and shall not place chairs, tables or other objects on grounds on the common property so as to damage them or prevent growth.

Security

- 42 (1) An owner, tenant, or occupant is responsible for anyone they admit onto or about the common property, inclusive of visitors (including agents, servants, licensees, or invitees of an owner, tenant or occupant).
- (2) The strata council shall form a Security Committee to provide guidelines for the security of individual strata lots, and to establish resident based voluntary crime prevention programs such as Block Watch.
- (3) Closed circuit television and video surveillance are installed in the following common areas of the building:
- (a) P1 resident parkade gates;
 - (b) near each of the elevator lobbies;
 - (c) parkade ramps;
 - (d) adjacent to fire escape doors;
 - (e) entrances;
 - (f) gym;
 - (g) near the parkade ramps;
 - (h) the elevators; and
 - (i) inside the garbage room.

Closed circuit television and video surveillance cameras may also be installed in other common areas on a future date if the need is required. For greater certainty, the cameras will not be installed in the Lounge or in any of the gym change rooms.

- (4) The system operates 24 hours a day and the strata corporation collects data from the closed circuit television and video surveillance.
- (5) The strata corporation collects data with respect to the usage of each security fob programmed for use at Strata Plan BCS 3818.
- (6) The video files and/or security fob usage records will be used for the following purposes:
 - (a) being alerted to the presence of trespassers on Strata Plan BCS 3818;
 - (b) preventing, recording, investigating and obtaining evidence of any theft, vandalism, nuisance, damage or injury caused by or to any person on Strata Plan BCS 3818;
 - (c) ensuring the safety of the owners, tenants, occupants and visitors and the security of Strata Plan BCS 3818;
 - (d) enforcing those strata corporation bylaws and rules which relate to the safety and security of the strata corporation and its owners, tenants, occupants and visitors; and
 - (e) law enforcement.
- (7) The video files are stored for a period of up to one week from the date of recording, which period may be extended for those files required for law enforcement and/or bylaw enforcement purposes.
- (8) The security fob usage records are stored for a period of up to five years from the date of recording, which period may be extended for those files required for law enforcement and/or bylaw enforcement purposes.
- (9) The personal information of owners, tenants, or occupants will only be reviewed or disclosed as follows:
 - (a) law enforcement in accordance with bylaw 41.(6);
 - (b) the strata council members and the employees of the strata manager appointed by the strata council in accordance with bylaw 41.(6); or
 - (c) in the event of any incident in which they are involved or affected, an owner, tenant or occupant may request a copy of the applicable video file or security fob usage records and the personal information of the requesting owner, tenant or occupant may be reviewed by or disclosed to the requesting owner, tenant or occupant.
- (10) An owner, tenant, occupant or visitor must not do anything to damage or interfere with any closed circuit television, video surveillance or fob access equipment.
- (11) In installing and/or maintaining the systems described herein, the strata corporation makes no representations or guarantees that any of the systems will

be fully operational at all times. The strata corporation is not responsible or liable to any owner, tenant, occupant or visitor in any capacity (including a failure to maintain, repair, replace, locate or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems.

- (12) Fobs and garage door openers must be purchased from the Building Manager.

Moving

- 43 (1) It is the responsibility of the owner to ensure that all moves in or out of the owner's strata lot by the owner, a tenant or an occupant conform to the rules as established by the strata council from time to time.
- (2) The date and time of any moves into or out of the building must be arranged with Brook's Building Manager at least 48 hours before the move. The strata council may levy a fine of up to \$200 for any move not so arranged.

Authorization to Proceed

- 44 (1) The strata corporation may proceed under the *Small Claims Act*, without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the strata corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, pets, occupants, guests, employees, agents, tenants or a member of the owner's family or for which the owner is otherwise responsible pursuant to section 158(2) of the Act or these bylaws.

Enerpro Systems Corp

- 45 (1) Any owner of a strata lot who does not activate his or her individual utility billing account with Enerpro Systems Corp. within 15 days of written notice requiring same shall be liable to a fine of \$200 for every 7 days that the individual utility billing account is not activated beyond such 15 day period.
- (2) Any owner of a strata lot who does not pay an invoice in respect of his or her individual utility billing account with Enerpro Systems Corp. on the day upon which the same is due shall be liable to a fine of \$200 for every 7 days that the individual utility billing account is overdue.

Ban on Smoking

- 46 (1) For the purposes of this bylaw 45., the following definitions apply:
- (a) **"smoke"** or **"smoking"** includes inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco or other weed substances (including, for clarity, marijuana);

- (b) “vape” or “vaping” includes inhaling, exhaling, vapourizing or carrying or using an activated e-cigarette.
- (2) An owner, tenant, occupant or visitor must not smoke or vape anywhere on or within Strata Plan BCS 3818.

Continuously Operating Fans

- 47 (1) An owner, tenant, occupant or visitor must not turn off or otherwise interfere with the continuously operating fans in their strata lot that are connected to the heating and cooling systems in the building because such fans are integral to these systems operating efficiently and turning them off or otherwise interfering with them could result in humidity issues. An owner is responsible for and must pay for any expenses incurred by the strata corporation as a result of the owner or the owner’s tenant, occupant or visitor turning off or otherwise interfering with a continuously operating fan in their strata lot in contravention of this bylaw.

Ventless Dryers

- 48 (1) Without limiting the generality of bylaws 6. And 7., if an owner, tenant, occupant or visitor is replacing a dryer in a strata lot, such dryer must be replaced with a ventless dryer.

Exemption from Bylaws and Rules

- 49 (1) The strata council may grant an exemption from the operation of a bylaw or rule in order to provide an accommodation in accordance with the BC *Human Rights Code*.

Appliances

- 50 (1) An owner, tenant, occupant or visitor must not leave an appliance running when an owner, tenant, occupant or visitor is not in their strata lot.
- (2) If a strata lot is left vacant for several days, water valves to dishwashers and washers must be turned off.

Holiday Decorations

- 51 (1) Cut Christmas trees are not permitted in the building, including in a strata lot.
- (2) Holiday lights in windows and/or on balconies, patios or roof decks, decorations and/or wreaths on common property doors of suites are permitted only between December 1 and January 15, and must not detract from the overall aesthetics of the building. All lights, decorations and/or wreaths must be removed no later than January 15th.

Exterior Blind Breakers

- 52 (1) An owner, tenant, occupant or visitor must not turn off the breakers that control the exterior blinds.