



STRATA PLAN LMS 3970 GALILEO ON ROBSON

BYLAWS

**STRATA PLAN LMS 3970
GALILEO ON ROBSON BYLAWS**

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PREAMBLE

Unless otherwise stated, all terms have the meanings prescribed in the Strata Property Act, S.B.C. 1998, c. 43 (the "Act") as amended from time to time. For the purposes of these bylaws, "resident" means, collectively, an owner of a residential or commercial strata lot, a tenant or occupant of a residential or commercial strata lot Separate Sections

SEPARATE SECTIONS

1. Separate sections

- 1.1 Strata lots 1 to 97 inclusive form a separate section (Section 1 of The Owners, Strata Plan LMS 3970) within the strata corporation consisting of all of the residential strata lots within Strata Plan LMS 3970 and bearing the name "Section 1 of The Owners, Strata Plan LMS 3970" (the "Residential Section").
- 1.2 Strata lots 98 to 118 inclusive form a separate section (Section 2 of The Owners, Strata Plan LMS 3970) within the strata corporation consisting of all of the commercial strata lots within Strata Plan LMS 3970 and bearing the name "Section 2 of The Owners, Strata Plan LMS 3970" (the "Commercial Section").and, unless the context requires otherwise, includes a non-resident owner of a residential or commercial strata lot.

PART 1 – JOINT SECTION

DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

2. Compliance with bylaws and rules

- 2.1 All residents and visitors of both the residential and commercial section must comply with the bylaws and rules of the strata corporation. Contravention of any bylaws or rules of the strata corporation may be subject to fines.

3. Payment of strata fees

- 3.1 An owner must pay strata fees and section fees, as applicable, to each of the strata corporation and the applicable section on or before the first day of the month to which the strata fees relate.
- 3.2 Where an owner fails to pay strata fees or section fees in accordance with Bylaw 3.1, the strata corporation and the applicable section may:
 - (a) levy a monthly fine of \$50 for each month the fees remain outstanding; and,
 - (b) charge interest in the amount of 10% per annum, compounded annually.

- 3.3 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 3.4 Failure to pay a special levy on the due date, and in the case of instalments for each instalment, will result in a monthly fine of \$50.00 for each contravention of Bylaw 3.3. In addition to a fine, failure to pay a special levy on the due date will result in an interest charge of 10% per annum, compounded annually.
- 3.5 Upon receipt each month of strata fees and section fees from the owners, the strata corporation will deposit into separate accounts that portion of such fees which is applicable to the strata corporation operating fund, the strata corporation contingency reserve fund, the operating fund of the applicable section and the contingency reserve fund of the applicable section.
- 3.6 At the request of a separate section, the strata corporation will register a lien against an owner's strata lot if such owner has not paid the applicable section fees or the applicable section's special levy.

4. Inform strata corporation

- 4.1 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.
- 4.2 Prior to occupancy by a new tenant(s), owners must inform the strata corporation of the tenant's name and the strata lot which the tenant(s) will occupy.

5. Repair and maintenance of property by owner

- 5.1 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.
- 5.2 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.
- 5.3 Despite Bylaw 17, an owner is responsible for the following:
- (a) clearing of drains on balconies, terraces and patios;
 - (b) cleaning of balconies, terraces, and patios;
 - (c) washing windows that front on balconies, patios and terraces;
 - (d) cleaning railings and glass that enclose balconies, patios and terraces;
 - (e) inspecting, repairing and maintaining all in-suite plumbing fixtures, in-suite caulking, drainage and water supply lines.
- 5.4 If in the opinion of the strata corporation, a part of the strata lot including any of the items referred to in bylaw 5.3(e) needs repair or replacement, the strata corporation may order that the owner carry out the repair or replacement, and the owner must carry out the repair or replacement.

- 5.5 If the owner fails to do the required work after receiving an order from the strata corporation under bylaw 5.4, the strata corporation may:
- (a) fine the owner for an infraction of these bylaws, in an amount equal to the maximum fine permitted under these bylaws every seven days until the owner completes the work; and
 - (b) do the work.
- 5.6 The owner must reimburse the strata corporation for any money the strata corporation spends during work on or to the strata lot according to an order made under bylaw 5.5.
- 6. Obtain approval before altering a strata lot**
- 6.1 An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
- (a) the structure of the building;
 - (b) the exterior of the building;
 - (c) patios, chimneys, stairs, balconies or other things attached to the exterior of the building;
 - (d) doors or windows on the exterior of the building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or terrace;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act;
 - (h) the floor slab, including installation of hard surface flooring, including but not limited to porcelain, ceramic, marble, slate, quarry, limestone, travertine, glass, granite, stone, bamboo, cork, hardwood, laminate, resilient flooring, linoleum, and vinyl; or,
 - (i) wiring, plumbing, piping, heating, air conditioning and other services.
- 6.2 The strata corporation must not unreasonably withhold its approval under bylaw 6.1, but may require as a condition of its approval that the owner agree, in writing, to certain terms and conditions, including but not limited to:
- (a) The owner take responsibility for any expenses relating to the alteration; and,
 - (b) The owner obtain such building permits as necessary under city bylaws and comply with the B.C. Building Code.
- 6.3 An owner must not penetrate the floor slab more than ¼ inch. The slab is a post-tensioned slab and any penetration of the slab could have serious structural consequences. An

owner who does penetrate the floor slab shall be liable for any damage to the structure that results from such penetration.

- 6.4 An owner must, in accordance with Bylaw 6.1, apply in writing to the strata council for written approval to install hard surface flooring in a strata lot before starting the installation.
- 6.5 To expedite requests for approval to install hard surface flooring, the strata council may delegate authority to the property manager to approve such requests, provided the approvals are granted in accordance with the requirements of the bylaws, including Bylaw 6.1, 6.2, 6.3, 6.4, 6.6 and 6.7.
- 6.6 The strata council or the property manager delegated such authority under Bylaw 6.5 may require as a condition of the council's approval of the installation of any hard surface flooring that the owner:
 - (a) install the highest rated sound-dampening materials suited to the type of flooring to be installed; and
 - (b) at the owner's sole cost and expense, obtain a written report prepared by a professional engineer or other professional satisfactory to the council confirming that the highest rated sound-dampening for the type of flooring will be achieved by the owner's proposed hard surface flooring installation.
- 6.7 An owner must install the hard surface flooring in accordance with the specifications mandated by the applicable council in certain circumstances.
- 6.8 An owner who has or installs hard surface flooring must take all reasonable steps to ensure they do not contravene bylaws regarding noise, including, but not limited to Bylaw 9.1. Where an owner contravenes Bylaw 9.1 as a result of noise transmission which would not otherwise occur but for the installation of hard surface flooring, the owner must take all steps necessary to ensure that Bylaw 9.1 is not contravened, including, but not limited to, the following:
 - (a) ensuring that no less than 60% of the hard surface flooring, except kitchens, bathrooms and entry areas, are covered with area rugs or carpet; and,
 - (b) not walking on hard surface flooring with hard-soled shoes.
- 6.9 In the event that the measures set out in Bylaw 6.4 do not assist in preventing noise transmission resulting in contraventions of Bylaw 9.1 or the owner refuses to comply with such measure, the council may require that the owner remove the hard surface flooring and replace it with wall to wall carpeting.
- 6.10 An owner is liable for any defects or structural damages to their strata lot, to another strata lot or common property, resulting from any alterations or renovations.
- 6.11 An owner, tenant, occupant or visitor must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers.

7. Obtain approval before altering common property

- 7.1 An owner or resident must obtain the written approval of the council before making an alteration to common property, including limited common property, or common assets.
- 7.2 The strata corporation may require as a condition of its approval that the owner:
- (a) agree, in writing, to certain conditions and terms, including that the owner take responsibility for any expenses relating to the alteration;
 - (b) submit, in writing, detailed plans and description of the intended alteration; and,
 - (c) comply with the B.C. Building Code and obtain such building permits as necessary under city bylaws.
- 7.3 An owner or resident who, subsequent to the passage of Bylaws 7.1 and 7.2, alters common property or limited common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the 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 alteration to its original condition, the strata corporation may conduct the restoration, at the expense of the owner who altered the common property or limited common property. The cost of such alteration shall be added to the owner's account and will become due the month following the date on which the cost was incurred.

8. Permit entry to strata lot

- 8.1 A resident or visitor must allow a person authorized by the strata corporation to enter the strata lot or limited common property that is accessible only from their strata lot:
- (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, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.
- 8.2 The notice referred to in Bylaw 8.1(b) must include the date and approximate time of entry, and the reason for entry.
- 8.3 If forced entry is required the owner may be responsible for all costs of forced entry incurred by the strata corporation.
- 8.4 Where a resident fails to provide access for repair, maintenance or inspection of the limited common property as required by Bylaw 8.1(b) where notice in accordance with Bylaw 8.1(b) was given, the strata corporation may require, by notice in writing, that the owner carry out the specified repair, maintenance or inspection at the owner's cost and provide proof of such repair, maintenance or inspection to the strata corporation within two weeks of the date of the notice. In the event the owner fails to provide proof of service as required, the owner may be subject to a fine as set out in bylaw 33.1.

9. Use of property

- 9.1 A resident or visitor must not use a strata lot, the common property, common assets or limited common property in a way that:
- (a) causes a nuisance or hazard to another person;
 - (b) causes unreasonable noise (quiet hours are from 10 p.m. Sunday to Thursday and from 11 p.m. on Friday and Saturday, until 7 a.m.);
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets, limited common property or another strata lot;
 - (d) is illegal;
 - (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; and,
 - (f) unreasonably interferes with the privacy of another resident;
- 9.2 A resident must not hang or place items on the exterior of a strata lot.
- 9.3 No penetration of the exterior of the building is permitted.
- 9.4 A resident must not place or store any items on a patio or balcony except for the following, which must be fully contained within the enclosure:
- (a) freestanding, self-contained planter boxes;
 - (b) summer furniture and accessories;
 - (c) indoor/outdoor carpeting
 - (d) a barbeque; and,
 - (e) those items that have been approved, in writing, by the council.
- 9.5 Owners will be responsible for any repair costs resulting from damage caused by barbeques.
- 9.6 No resident shall feed pigeons, gulls or other birds, squirrels, rodents or other wild animals from their strata lot or anywhere on the common property of the strata corporation.
- 9.7 A resident must not allow any refuse, water, cigarettes, matches, or any other material to fall or be thrown out of any window or door, from any balcony, or into any stairwell, hallway or other indoor common area.
- 9.8 A resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, limited 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.

- 9.9 Disposal of furniture or any other personal goods on common property is prohibited.
- 9.10 Bicycling, skateboarding, rollerblading, scooters, smoking and soliciting are prohibited on common property.
- 9.11 Consumption of alcoholic beverages is prohibited in the lobby, elevators, common corridors and stairwells, garage, billiard room, library, exercise room, and spa areas.
- 9.12 A resident or visitor who uses profane or abusive language or engages in abusive behaviour that is directed towards the Property Manager or Building Manager or other employee of the strata corporation shall be assessed a fine for each offence in accordance with the bylaws of the strata corporation. A complaint in this regard must be presented in writing to the strata council and the strata council may require the complainee to attend a strata council meeting to answer the complaint.

10. Parking

- 10.1 A resident entering or leaving the parking garage must stop after passing through the gate and must wait for it to close before proceeding.
- 10.2 The maximum speed limit in the parking garage and on driveways is 10 kilometres per hour.
- 10.3 No more than 2 vehicles may be parked in each parking stall at any one time. Vehicles must not extend beyond the parking stall onto the common property nor obstruct access to an adjoining parking stall. Storage of personal items other than a vehicle in a parking stall is prohibited. After one notice, any such items will be removed at the owner's expense.
- 10.4 Residents must not park their vehicle in visitor parking.
- 10.5 Vehicles parked in the visitor parking must display an official visitor pass.
- 10.6 Vehicles shall not be parked in the visitor parking:
 - (a) overnight (10 p.m. to 6 a.m.) more than twice in a week, from Sunday to Saturday; or,
 - (b) through the day (6 a.m. to 10 p.m.) more than three times in a week from Sunday to Saturday.
- 10.7 A resident 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.
- 10.8 Any resident's or visitor's vehicle parked in violation of Parking Bylaws 10.5, 10.6, and 10.7 may be subject to removal by a towing company authorized by council and fined pursuant to bylaw 33.1. All towing costs will be the responsibility of the owner of the vehicle and/or owner of the strata lot.
- 10.9 All vehicles parked in underground parking stalls must have a current liability insurance policy with a minimum of \$100,000 coverage.
- 10.10 A resident shall not:

- (a) use any of the parking spaces in the building or on common property or on any limited common property, except the parking space which has been specifically assigned to their strata lot, a parking space leased by the owner or, when specifically agreed with another owner, the parking space assigned to the strata lot of that other owner;
 - (b) carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of an emergency;
 - (c) park any vehicle in a manner which will reduce the width of another parking stall, the garage roadway or ramp or any roadway on the common property or on limited common property, and any vehicle so parked may be towed at the owner's expense.
- 10.11 A resident must immediately and at their own expense clean up any oil or other substance that spills or leaks from their vehicles onto the common property or limited common property. Failure to do so will result in the strata corporation cleaning the stall, the costs of which will be charged back to the owner of the strata lot.
- 10.12 Upon receiving at least two weeks' written notice, a resident shall remove all vehicles from the parking stall for the purpose of allowing the strata corporation to pressure wash the garage floor.
- 10.13 Each strata lot shall be allowed to have a maximum of 2 valid visitor parking passes and only 2 visitor vehicles can be parked in the visitor parking at one time.
- 10.14 An owner must pay the \$10 cost to replace any lost, missing or stolen visitor parking passes.
- 10.15 All visitor parking passes must be given to the new owners when a strata lot is sold. A new owner that requests visitor parking passes will be required to cover the cost of the new passes.
- 10.16 The strata council may approve an extended visitor pass upon written request from a strata lot owner.

11. Building Access

- 11.1 Each strata lot is entitled to two access fobs except that:
- (a) for a two-bedroom suite, three extra access fobs may be purchased by the owner; and,
 - (b) for a one-bedroom suite one extra access fob may be purchased by the owner.
- 11.2 Owners may submit a written request for extra access fobs to the Strata Council who may, at their discretion, approve or reject the request.
- 11.3 All access fobs must be given to the new owner when a strata lot is sold. A new owner that requests new access fobs will be charged \$50 for each fob.

12. Loading bay

- 12.1 Use of the loading bay is for loading and unloading only; parking is prohibited. The loading bay may only be used as follows:
- (a) commercial vehicles for no longer than 20 minutes unless approval to use the loading bay for a longer period of time is obtained from the Building Manager;
 - (b) vehicles of commercial tenants, who may park while loading and unloading; or
 - (c) moving vehicles used by residential residents.
 - (d) Other non-commercial vehicles, but only for a maximum of 20 minutes
- 12.2 A resident's vehicle parked in a loading bay in contravention of Bylaw 12.1 will be towed without notice at the vehicle owner's expense.
- 12.3 A resident must ensure that persons using the loading bay maintain security for the building.
- 12.4 If possible, the loading bay gate must be closed during use of the loading bay.
- 12.5 Building access doors from the loading bay must not be propped open unless attended.
- 12.6 Disposal of furniture, beds or other personal goods in the loading bay is prohibited.

INSURANCE AND RESPONSIBILITY

13. Insuring against major perils

- 13.1 The strata corporation must insure against major perils, as set out in regulation 9.1(2), including, without limitation, earthquakes.

14. Resident insurance

- 14.1 A resident is responsible for obtaining insurance coverage to cover risks that are not covered by the strata corporation's insurance and any applicable section insurance. Without limiting the foregoing, an owner is responsible for obtaining insurance coverage to pay any deductibles payable under the strata corporation's insurance and/or any applicable section insurance or damage to the strata lot below the deductible for which the owner is responsible.

15. Responsibility of owners

- 15.1 An owner must indemnify and save harmless the strata corporation for any damage, other than reasonable wear and tear, to the common property, limited common property, common assets or those parts of a strata lot that the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act (collectively, the "Property").
- 15.2 The indemnity in bylaw 15.1 applies to loss or damage to the Property which the owner or their occupants, tenants or guests is responsible for, or any loss or damage to the Property

which is the result of any damage, event, occurrence or incident occurring or originating in the owner's strata lot.

- 15.3 Without limiting the generality of the preceding, the obligation to indemnify and save harmless includes the costs of any investigation, remediation, maintenance, repair, replacement, or administration thereof, rendered necessary in respect of the Property, but only to the extent that such costs are not reimbursed from the proceeds received by the operation of any insurance policy.
- 15.4 Notwithstanding bylaws 15.2 and 15.3, the strata corporation must limit any insurance deductible or uninsured repair costs charged to the owner by the strata corporation under this bylaw to \$100,000 or the amount of the owner's deductible cost insurance, whichever is greater. For greater clarity, this limit on any deductible or uninsured repair costs charged to the owner applies per occurrence and is not an aggregate limit.

COMMON EXPENSES

16. Common expenses

- 16.1 Subject to section 100 of the Act and the Regulation, operating expenses that are payable by the Residential Section, including, but not limited to the following, will be paid by the owners of the strata lots comprising the Residential Section:
- (a) the cost of any utilities (gas and electricity) that have been separately metered with respect to the supply of such utility to the residential units and the limited common property of the residential units only;
 - (b) the cost of any necessary maintenance, repair and replacements of the areas that form part of the Residential Section's duty to repair and maintain under Bylaw 18.1;
- 16.2 Subject to section 100 of the Act and the Regulation, operating expenses that are payable by the Commercial Section, including but not limited to the following, will be paid by the owners of the strata lots comprising the Commercial Section:
- (a) the cost of any utilities (gas and electricity) that have been separately metered with respect to the supply of such utility to the commercial units and the limited common property of the commercial units only;
 - (b) the cost of any necessary maintenance, repair and replacements of the areas that form part of the Commercial Section's duty to repair and maintain under Bylaw 18.2;
- 16.3 Subject to section 100 of the Act and the Regulation, operating expenses that are payable by the strata corporation, including but not limited to the following, will be paid by the owners of all of the strata lots comprising the strata corporation:
- (a) the cost of any necessary maintenance, repair and replacements of the areas that form part of the strata corporation's duty to repair and maintain under Bylaw 17.1
 - (b) pipes, wires, chutes, and ducts;

- (c) fire suppression systems; and,
- (d) elevators.

POWERS AND DUTIES OF THE STRATA CORPORATION OR A SEPARATE SECTION

17. Duties of the strata corporation

17.1 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 or a separate section's responsibility under Bylaws 18.1 and 18.2;
- (c) limited common property other than limited common property for which a section is responsible under the bylaws, 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) patios, chimneys, stairs, balconies, terraces and other things attached to the exterior of a building;
 - (D) windows, doors, including sliding glass doors, and skylights on the exterior of a building or that front on common property;
 - (E) fences, railings and similar structures that enclose patios, balconies and terraces;
 - (F) parking stalls; and,
 - (G) elevators.
- (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) patios, chimneys, stairs, balconies, terraces and other things attached to the exterior of a building;

- (iv) windows, doors, including sliding glass doors, and skylights on the exterior of a building or that front on common property; and,
- (v) fences, railings and similar structures that enclose patios, balconies and terraces.

18. Duties of separate sections

18.1 The Residential Section must repair and maintain all of the following:

- (a) common assets of the Residential Section;
- (b) the following areas of common property:
 - (i) second floor amenities;
 - (ii) hallways and lobbies in the residential section;
- (c) the limited common property that has been designated for the exclusive use of all of the strata lots within the Residential Section except for the balconies, patios, and terraces, but including entrance doors that front on the hallways designated limited common property for the exclusive use of the strata lots within the Residential Section; and,
- (d) in a strata lot, entrance doors that front on the hallways designated limited common property for the exclusive use of the strata lots within the Residential Section.

18.2 The Commercial Section must repair and maintain all of the following:

- (a) common assets of the Commercial Section;
- (b) the limited common property that has been designated for the exclusive use of all of the strata lots within the Commercial Section except for the balconies, patios, and terraces, but including entrance doors that front onto limited common property for the exclusive use of the strata lots within the Commercial Section; and,
- (c) in a strata lot, entrance doors that front on limited common property for the exclusive use of the strata lots within the Commercial Section.

COUNCIL

19. Strata council

19.1 The council shall have between 5 and 7 members.

19.2 Up to six members will be elected from among those persons eligible to stand for council from the residential strata lots. Provided that a commercial strata lot owner stands for council, one member of the strata council will be elected from among those persons eligible to stand for council from the commercial strata lots.

20. Council eligibility

- 20.1 No person may stand for council or continue to be on council with respect to a strata lot, if:
- (a) the strata corporation is entitled to register a lien against that strata lot under section 116(l) of the Act; or,
 - (b) an owner is involved in litigation against the strata corporation or council.

21. Council members' terms

- 21.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- 21.2 A person whose term as council member is ending is eligible for re-election.
- 21.3 In the election of council members held at each annual general meeting, the members elected to fill the vacant positions must be elected for a term of 2 years.

22. Removing and replacing a council member

- 22.1 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.
- 22.2 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.
- 22.3 If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 22.4 A replacement council member may be appointed from any person eligible to sit on the council.
- 22.5 The council may appoint a council member under this bylaw even if the absence of the member being replaced leaves the council without a quorum.
- 22.6 If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% 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.

23. Officers

- 23.1 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, vice president and treasurer.
- 23.2 A person may hold more than one office at a time, other than the offices of president and vice president.

- 23.3 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.
- 23.4 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.

24. Calling council meetings

- 24.1 The strata council shall meet at least ten times per year with not more than two months between meetings.
- 24.2 The President, or a majority of the council members, 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.
- 24.3 The notice does not have to be in writing.
- 24.4 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.
- 24.5 The council must advise owners of a council meeting at least one week before the meeting, or as soon as possible after the meeting has been called.

25. Requisition of council hearing

- 25.1 By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- 25.2 If a hearing is requested under Bylaw 25.1, the council will hear the applicant as soon as reasonably possible.
- 25.3 If the purpose of the hearing is to seek a decision of the council, the council must notify the applicant of its decision, in writing, within one week after the hearing.

26. Quorum of council

- 26.1 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.

26.2 Council members must be present at the council meeting to be counted in establishing quorum.

27. Council meetings

27.1 At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other verbally and hear each other simultaneously.

27.2 If a council meeting is held by electronic means, council members are deemed to be present in person.

27.3 Owners may attend council meetings as observers.

27.4 Despite Bylaw 27.3, 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; or,
- (b) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

28. Voting at council meetings

28.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.

28.2 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

28.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

29. Council to inform owners of minutes

29.1 The council must provide owners with copies of the minutes of council meetings within 2 weeks of the meeting.

30. Delegation of council's powers and duties

30.1 Subject to Bylaws 30.2 to 30.4, 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.

30.2 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 30.3.
- 30.3 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.
- 30.4 The council may not delegate its powers to determine, based on the facts of a particular case:
 - (a) whether a person has contravened a bylaw or rule;
 - (b) whether a person should be fined, and the amount of the fine; or,
 - (c) whether a person should be denied access to a recreational facility.

31. Spending restrictions

- 31.1 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.
- 31.2 Despite Bylaw 31.1, 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.

32. Limitation on liability of council member

- 32.1 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.
- 32.2 Bylaw 32.1 does not affect a council member's liability, as an owner, for a judgement against the strata corporation.
- 32.3 All acts done in good faith by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.

ENFORCEMENT OF BYLAWS AND RULES

33. Maximum Fines and Continuing Contraventions

- 33.1 Unless otherwise stated in these bylaws, the strata corporation may fine an owner or tenant a maximum of:
 - (a) \$50 for each contravention of a rule.
 - (b) \$200 for each contravention of a bylaw;

- (c) \$500 for each contravention of Bylaw 48.4; and
 - (d) \$1,000.00 for each contravention of bylaw 49 (Note: not in force until November 2018 – see Strata Property Act Regulation 7.1).
- 33.2 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.
- 33.3 All fines for contraventions of bylaws and rules shall be charged to the owner and shall be added to and become a part of the assessment of the month next following the date on which such expense was incurred and shall become due and payable on the date of payment of the monthly assessment.
- 34. Small Claims Court Proceedings**
- 34.1 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 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 visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

ANNUAL AND SPECIAL GENERAL MEETINGS

35. Person to chair meeting

- 35.1 Annual and special general meetings must be chaired by the president of the council.
- 35.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- 35.3 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.

36. Quorum

- 36.1 A quorum for an annual or special general meeting is eligible voters holding one-third of the strata corporation's votes, present in person or by proxy.
- 36.2 If within a half-hour from the time appointed for an annual or special general meeting a quorum is not present, the eligible voters present in person or by proxy constitute a quorum.

Bylaw 36.2 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.

37. Participation by other than eligible voters

- 37.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 37.2 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.
- 37.3 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.

38. Voting

- 38.1 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if:
 - (a) the strata corporation is entitled to register a lien against that strata lot under section 116(l) of the Act; or,
 - (b) there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest, chargebacks or the costs, including the legal costs, of remedying a contravention of the bylaws or rules, including legal costs, for which the owner is responsible under section 131 of the Act.
- 38.2 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 38.3 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.
- 38.4 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.
- 38.5 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.
- 38.6 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.
- 38.7 Despite anything in this bylaw, an election of council or any other vote must be held by secret ballot, and the results tallied by two eligible voters acceptable to a majority of voters present, if an eligible voter requests a secret ballot.

39. Order of business

- 39.1 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; and,
- (n) terminate the meeting.

VOLUNTARY DISPUTE RESOLUTION

40. Voluntary dispute resolution

- 40.1 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.
- 40.2 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.
- 40.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

PART II – RESIDENTIAL SECTION

DUTIES OF RESIDENTS AND VISITORS OF THE RESIDENTIAL SECTION

41. Compliance with residential section bylaws and rules

- 41.1 All residents and visitors of the residential section must comply with the bylaws and rules of the Residential Section.
- 41.2 Unless stated otherwise, the Residential Executive may impose fines pursuant to Bylaw 33 for contravention of the Residential Section's bylaws and rules.

42. Use of residential property

- 42.1 A resident must not use, or permit to be used, the strata lot except as a private dwelling. The number of permanent dwellers or residents in a strata lot shall be limited to 5 people but not more than 3 adults per suite for a two-bedroom suite, and 3 people but not more than 2 adults per suite for a one-bedroom suite. For the purposes of this bylaw, a "person" is defined to include children, but exclude visitors staying less than 30 days with a resident.
- 42.2 An owner or occupant who alleges hardship as a result of the passage of Bylaw 42.1 may appeal to the strata council for permission to be exempt from Bylaw 42.1 on the basis of hardship. The strata council must not unreasonably refuse the appeal.
- 42.3 A resident must not store or place floor mats or other articles in the hallway outside the door to the strata lot.
- 42.4 No laundry, washing, clothing, bedding or other articles shall be hung or displayed from windows, balconies or any area outside the building so that they are visible from the exterior of the strata lot excepting festive seasonal decorating for a maximum period of six weeks.
- 42.5 No commercial signs, billboards, placards, advertising or notices of any kind shall be erected or displayed on residential common property or residential strata lots without prior approval of the owners at a general meeting.
- 42.6 The exterior appearance of the building shall not be altered by displaying external drapes other than neutral coloured or by painting wood, ironwork, concrete or other exterior parts of the building or strata lot without prior written consent of the strata council.
- 42.7 A resident must not allow a strata lot to become unsanitary. Garbage or other refuse must not be piled or stored in the strata lot or on common property or limited common property, except in places designated by the strata corporation. A resident must ensure that ordinary household refuse and garbage is securely wrapped and placed in the containers provided for that purposes, recyclable material is kept in designated areas, and material other than recyclable or ordinary household refuse and garbage is removed appropriately. Any expenses incurred by the strata corporation to remove improperly disposed of material will be charged to the strata lot owner.
- 42.8 Waterbeds are prohibited in the building unless the occupant has an applicable liability insurance policy for a minimum of \$250,000 in the event of water escape.

- 42.9 A strata lot and the common property (including limited common property) must not be used, occupied or modified for the purpose of the 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.
- 42.10 For the purpose of this Bylaw, "smoke" or "smoking" includes inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe, e-cigarettes/vapour smoking or other lighted smoking equipment that burns tobacco or other substances, as well as e-cigarettes or similar devices.

An owner, resident or visitor must not smoke anywhere on or within Strata LMS 3970 including a strata lot, interior of suites, common property, limited common property, balconies, patios, parkade and lobby entrances.

43. Pets

- 43.1 A resident is permitted to keep a maximum of one domestic pet in a strata lot unless another pet is approved in writing by the strata council.
- 43.2 A resident that keeps a pet must comply with these bylaws and any rules enacted by the strata council pertaining to pets.
- 43.3 A resident that keeps a pet in a strata lot, either permanently or temporarily, shall register that pet with the strata council by providing to the strata council a written notice, signed by the resident setting out the name, breed and colour of the pet, the strata lot number of the strata lot in which the pet is kept, the name and telephone number of the owner of the pet and the licence number of the pet (when the pet is required to be licensed).
- 43.4 An owner of a dog or cat shall attach a collar to the pet with a tag identifying the owner when on common property.
- 43.5 A resident or visitor must ensure that all pets are leashed or otherwise secured when on the common property or on land that is a common asset. An owner of a pet shall not permit the pet to urinate or defecate on the common property, and if any pet does urinate or defecate on the common property, the owner shall immediately and completely remove all of the pet's waste from the common property and dispose of it in a waste container or by some other sanitary means and, if necessary, pay for the cleaning of the affected area.
- 43.6 A resident whose visitor brings a pet onto the common property shall ensure that the visitor complies with all requirements of these bylaws as they relate to pets and shall perform all of the duties and obligations with respect to that pet as set out in these bylaws.
- 43.7 No resident shall permit their pet to interfere with any other person, pet or object, or permit their pet to disturb any other resident with uncontrolled barking, howling or any other noise.
- 43.8 If any resident violates any provision of these bylaws or if the strata council on reasonable grounds considers a pet to be a nuisance, the strata council may, by written notice to such resident cause such resident to have the pet removed from the strata lot within thirty days of receiving such notice.

44. Storage: lockers and bicycle storage

- 44.1 A resident must store bicycles and tricycles only in the bicycle storage room or in their assigned storage locker.
- 44.2 A resident must not store any of the following in storage lockers or the surrounding area:
- (a) hazardous substances;
 - (b) flammable substances;
 - (c) perishable items; or,
 - (d) items that may attract pests.
- 44.3 No resident shall use any part of the common property, except their assigned storage locker, for storage.

45. Moving and deliveries

- 45.1 Owners must conform to, and ensure that their tenants and occupants conform to, any move-in and move-out rules established by the council.
- 45.2 The property manager or caretaker must be advised 72 hours (excluding weekends and holidays) in advance of a move or delivery of large items to co-ordinate elevator access and pad installation.
- 45.3 Moving in or out of the building is prohibited before 8 a.m. and after 10 p.m.
- 45.4 A resident using the elevator during a move or a delivery of large items must ensure that:
- (a) pads are hung in the elevator to prevent damage;
 - (b) the elevator service key is used to control the elevator and the doors are not jammed open in any manner. An elevator key must be obtained from the caretaker, for which a refundable deposit is required; and,
 - (c) the elevator is reserved for no more than 4 continuous hours.
- 45.5 A resident must ensure that the lobby doors are not left open, ajar or unattended and that furniture is not left piled in the lobby area for an extended period of time.
- 45.6 A resident must ensure that all common areas are left damage-free and clean, and all hallways and lobby areas vacuumed immediately upon completion of the move.
- 45.7 An owner must pay a \$200.00 "move-in" fee. The "move-in" fee is chargeable against the strata lot and due and payable by the strata lot owner immediately after the incoming occupant has taken possession. Owners will be held responsible for the cost of repair of any damages arising from the move.

46. Lounge, library, gym, spa, and billiards room

- 46.1 Use of the lounge, library, gym, spa and billiards room is for residents of the strata lots of the Residential Section of the Galileo and their visitors only.
- 46.2 Visitors using these facilities must at all times be accompanied by the resident.
- 46.3 No person under the age of 16 years may use the lounge, library, gym, spa or billiards room unless accompanied by an adult.
- 46.4 No pets are permitted in the lounge, library, gym, spa or billiards room.
- 46.5 Persons causing damage to these facilities shall immediately report such damage to the caretaker or managing agent.
- 46.6 Persons noting a breach of these bylaws or abuse of the area shall immediately report the incident to the caretaker, security or building manager.
- 46.7 In addition to the general use as described above, the lounge, billiards room or library may be booked for a private function, as described below:
 - (a) All bookings must have prior approval and must be made with the caretaker or building manager during regular business hours;
 - (b) A tenant wishing to book any of these facilities for a private function must provide written authorization to do so from the owner of the strata lot;
 - (c) A deposit of \$200.00 will be required with each booking, which will be refunded if the facilities and contents are left in a clean and undamaged condition;
 - (d) The deposit may be retained by the strata corporation for cleaning and/or damages and replacements. In the event of a dispute over retention of the deposit, the matter will be referred to the strata council for resolution; and,
 - (e) When booked for a private function, drinking is permitted in the lounge, within reason.

RESIDENTIAL EXECUTIVE

47. Residential Executive

- 47.1 The Residential Executive shall have a minimum of 3 and maximum of 6 members.
- 47.2 Bylaws 19 to 32 and 35 to 39 inclusive apply, with the necessary changes, to council meetings and to annual and special general meetings of the Residential Section.

RENTALS

48. Rentals

- 48.1 Prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.
- 48.2 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.
- 48.3 Failure of the owner to provide a Form K in accordance with Bylaw 48.2 shall result in a fine of \$100 per month or portion thereof until the form is provided. In addition, the strata corporation may contact the tenant and request that the tenant provide same directly to the council.
- 48.4 The minimum term for which a strata lot may be rented is one year.

49. Other Accommodations (Residential Section only)

- 49.1 *A strata lot must not be used except as a private residential dwelling home. Without limiting the generality of the foregoing, a strata lot is not to be used or occupied for transient, commercial or hotel purposes under a contract, license arrangement or any other form of agreement for transient, short-term rentals or short-term occupancy or accommodation of any kind, commercial hotel or hotel-like accommodation, a boarding house, house letting, a bed and breakfast or for any other short term accommodations, including without limitation, short-term accommodation advertised under the names "VRBO", "Airbnb", "Home Away" or monikers advertising, by newspaper, Craigslist, internet or otherwise, short-term occupancy or accommodation of any kind. Effective November 30, 2018, any breach of this bylaw 49 is subject to a fine of up to \$1,000 per day.*

50. Security Measure

- 50.1 Closed circuit television and video surveillance are installed in the following common areas of the building: front and back entrance, garbage room, bike room, by the security desks, by the elevators in the lobby and by the garage gates. The system operates 24 hours a day and the Strata Corporation collects data from the closed circuit television and video surveillance.
- 50.2 The video files will be used only for the purposes of law enforcement and/or for the enforcement of those Strata Corporation bylaws and rules which relate to the safety and security of the building and its occupants.
- 50.3 The video files are stored for a period of up to 3 months from the date of recording, which period may be extended for those files required for law enforcement and/or bylaw enforcement purposes.
- 50.4 The personal information of owners, tenants, or occupants will only be reviewed or disclosed as follows:

- (a) law enforcement in accordance with Bylaw 49.2;
- (b) the caretakers of the Strata Corporation and Council members in accordance with Bylaw 49.2; or
- (c) in the event of an 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.

50.5 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