

**SPENCER'S GATE
STRATA PLAN NW 2428
RULES & REGULATIONS**

THE FOLLOWING RULES AND REGULATIONS SHALL BE COMPLIED WITH AT ALL TIMES; OWNERS ARE RESPONSIBLE FOR COMPLIANCE BY THEIR VISITORS:

- 1. Balconies, patios and yards shall be kept in a clean and tidy condition and not used for the placement or storage of items which in the opinion of Council are not suitable, such as appliances, tools, indoor furniture, garbage cans and containers.**
- 2. No items, such as garden decorations or satellite dishes, shall be placed or stored on common property (including yards adjacent to strata lots) without the prior written approval of Council.**
- 3. No laundry or washing shall be hung in such a way as to be visible from outside a lot.**
- 4. Interior window coverings showing from outside the unit shall be white or off-white in color and only draperies or blinds may be used.**
- 5. The sidewalks, walkways and driveways of the common property shall not be obstructed or used for any purpose other than access to or egress from the lots and facilities within the common property.**
- 6. No trail bikes, go-carts, skate boards, roller skates or similar shall be used on the property; motorcycles shall be used only for access directly to and from the strata lot.**
- 7. Any materials other than ordinary household refuse and garbage shall be removed from the complex by or at the expense of the individual Owner.**
- 8. No noisy tools, machinery, or equipment may be used between the hours of 6:00 p.m. and 8:00 a.m. without the agreement of adjacent unit Owners.**
- 9. When on common property, authorized pets must at all times be on the leash and must not be allowed on any areas other than driveways or roads. Owners shall ensure compliance by visitors who have pets.**
- 10. When an owner is absent from his unit, a member of Council should be advised as to who has a key to his unit in case of emergency.**

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11. **On request of Council, an Owner shall deliver to the Council satisfactory evidence that his chimney has been cleaned within the preceding six months or the statement of a qualified chimney sweeping company that the chimney was inspected and did not require cleaning. The decision as to whether or not a chimney requires cleaning shall be at the discretion of the company doing the inspection, unless otherwise decided by Council. Any Owner whose chimney requires cleaning will be required to have it cleaned by the chimney sweeping company of his choice within thirty days of inspection and will notify the Strata Council on completion. Owners will pay cleaning charges directly to the chimney sweeping company. Failure to comply with inspection and cleaning will be subject to a fine without further notice.**
12. **The following regulations apply to the community hall:**
 - (a) **No pets are allowed;**
 - (b) **No smoking is permitted;**
13. **Visitors may not park vehicles overnight for more than three consecutive nights without obtaining the consent of the Council.**
14. **Complaints on parking violations may be made only by Owners and are to be given in writing to the Council, not delivered directly to another Owner.**

**SPENCER'S GATE
STRATA PLAN NW 2428
BY-LAWS**

DUTIES OF AN OWNER AND PROHIBITIONS

1. AN OWNER SHALL:

- (a) comply strictly with these bylaws, and all other bylaws of the strata corporation, and with rules and regulations adopted from time to time;**
- (b) notify the strata council forthwith of his intention to sell his strata lot and upon any change of ownership or of any change of a mortgagee or other dealings affecting the title of his lot; and within one week of acceptance by such Owner of any offer to purchase his strata lot, provide the Council with the name and address of the proposed purchaser, the name of the solicitor, notary public, person or body corporate handling the conveyance of the strata lot, and the date of completion of the sale;**

"The Strata Council shall forward this notification immediately to the manager of the Strata Corporation for any action on behalf of the other owners deemed necessary. for non-compliance with By-Law 1(b) a fine of \$100.00 plus \$50.00 per week, shall be levied against the seller/buyer until the infraction is rectified."

- (c) not enter into any lease of his strata lot including a month-to-month tenancy without prior written consent of the Council and submission of a signed Form "K" to the Council; violation is subject to fines of \$300.00 per month;**
- (d) maintain and repair to the standard of the development his strata lot including windows and doors (but excluding exterior decorating of same) and those items of his Limited Common Property designated from time to time as his responsibility by the bylaws and regulations of the strata corporation including but not limited to maintenance and repair of any balcony waterproof surfacing material, patio slab, or garden deck or structure (unless otherwise specifically agreed by Council), clearing of balcony drains and drain pipes, and cleaning of balcony surfaces, and keep them in a state of good repair, reasonable wear and tear and damage by fire, storm, tempest, or act of God excepted;**

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AN OWNER SHALL (1 cont'd)

- (e) receive the written permission of the strata Council before undertaking alterations to the exterior or structure of the strata lot, including but not limited to the attachment, erection or extension of storage units, exterior blinds, sun and wind screens, screen doors, awnings, trellises, planters, antennas, air conditioners or similar items or structures and to the painting or staining of any of the aforesaid or of the exterior of the buildings; provided, however, that an Owner shall not add any paint or any other surfacing material except those approved in writing by the Council to his balcony floor, and if any unauthorized changes are made to the balcony floor, the strata corporation shall under no circumstances be responsible for any damage caused by leaking of water from any balcony so altered or resurfaced. Consent by Council for such alterations, additions or improvements shall not be unreasonably withheld, and delay in replying to such requests of more than thirty (30) days shall constitute consent;**
- (f) not remove any original plantings or replacements thereof located on common or Limited Common Property and shall maintain to the standard of the development all plantings in such area made by an Owner, and not add plants except those approved by the complex gardener and Council;**
- (g) not allow signs, billboards, notices, or advertising matter of any kind to be placed on any part of his lot, Limited Common Property or the common property without the prior written consent of Council or except as specifically permitted by the regulations of the strata corporation;**
- (h) not use his lot, or permit the same to be used, in a manner or for a purpose that will cause a nuisance or hazard to any occupier of a lot (whether an Owner or not) or his family; and without limiting the generality of the foregoing, not use his lot, or permit the same to be used for commercial or professional purposes which in the opinion of the Council would interfere with the use and enjoyment of the property by other Owners or occupiers, or for any purpose which may be illegal or injurious to the reputation or market value of the development. An Owner shall receive written permission of Council before undertaking any commercial or professional activity in or from his strata lot, such permission not to be given if the proposed activity would increase any cost to the strata corporation (e.g., water consumption or garbage disposal) or unduly increase the use of visitor parking spaces;**
- (i) not make undue noise in or about any strata lot or common property;**

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AN OWNER SHALL (1 cont'd)

- (j) not use, or allow any occupant of his strata lot to use:**
 - (i) any part of the common property for parking except any driveway between the garage doors of his strata lot and the common roadway; such driveway parking is restricted to cars, pickups (with or without canopies), and vans and van conversion recreation vehicles which do not exceed 9' (2.75m) in height, 20' (6m) in length, and 8' (2.5m) in width, and provided that nothing shall extend into the common roadway;**
 - (ii) any part of the common property for repair of vehicles; minor, routine maintenance is not restricted;**
 - (iii) any part of the common property for parking or storing derelict vehicles.**
- (k) save harmless and indemnify the strata corporation from any expense resulting from loss or damage due to water escape from aquariums, water beds, bathtubs, showers, whirlpools, or other plumbing fixtures or appliances contained within his strata lot and from plumbing pipes and fittings serving only his strata lot and accessible for repair and maintenance without cutting open any wall, floor or ceiling.**
- (l) not keep any animals, birds, livestock, fowl or pets on his strata lot or the common property, except a pet specifically permitted in writing by the strata corporation, such permission not being transferable to another pet or subsequent Owner. If the Council on reasonable grounds considers a permitted pet to be a nuisance such pet shall not be kept in the lot after thirty (30) days notice to that effect is given in writing to the Owner of the lot where it is kept;**
- (m) where the Owner is a company or partnership or any type of body corporate, not grant occupancy of the strata lot to any person other than its principal shareholder and his co-resident family without written permission of Council;**
- (n) make any request or complaint asking for action by the Council in writing, for presentation at the next Council meeting.**
- 2. The exclusive use, occupation and enjoyment of the Strata Lots are restricted to persons of the age of 55 years or over, except with written permission of the Council, such permission to be revocable only by special resolution of the strata corporation, provided that such restriction**

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AN OWNER SHALL (2 cont'd)

shall not apply to Owners and their families who owned the strata lot prior to the registration of this bylaw.

3. Use of the Recreation Centre facility is restricted as follows:

- (i) a key shall be issued to each owner;**
- (ii) persons using the facility must be accompanied at all times by a legally resident occupant of the complex. All users do so at their own risk;**
- (iii) requests for private group use of a room will be granted in order of receipt of written application; a user fee will be charged in an amount set by Council from time to time. If special repairs or clean up is required, the strata Owner will be assessed the cost;**
- (iv) groups may schedule regular events on certain days for a period set by the Council from time to time before application for a scheduled time must be made again.**

DUTIES OF STRATA CORPORATION

4. THE STRATA CORPORATION SHALL:

- (a) notwithstanding any bylaw, rule or regulation regarding responsibility for the cost of maintenance and repair of common or limited common property, charge the cost of any repair, replacement, or maintenance necessitated by the negligence or act of an Owner or his tenant, or any guest or invitee of himself or his tenant, to such Owner who shall either perform the required repair, replacement or maintenance by the time set out in written notice to that effect or shall reimburse the strata corporation by the time set out in written notice of the cost of such repair, replacement or maintenance undertaken on his behalf;**
- (b) not make any claim under any insurance policy carried by the strata corporation for loss or damage resulting from an act or omission by an Owner, tenant or occupant which is in violation of strata corporation bylaws, rules or regulations, or is negligent, or is due to water escape from which the owner shall save the strata corporation harmless pursuant to these bylaws, unless the loss or damage is to the strata lot of another Owner;**

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THE STRATA CORPORATION SHALL: (4 cont'd)

- (c) **obtain and maintain by contract a professional property management firm or manager;**
- (d) **control the common expenses by limiting the number of permanent residents of any strata lot to four persons; and**
- (e) **subject to the provisions of Section 141 of the Strata Property Act, the number of strata lots that may be leased at any one time, is limited to one strata lot. Violation of this will result in fines in the amount of \$300.00 per month.**

POWERS OF STRATA CORPORATION**5. THE STRATA CORPORATION MAY:**

- (a) **secure the repayment of money borrowed by it, and the payment of interest, by negotiable instrument or mortgage or unpaid contributions (whether levied or not), or mortgage of any property vested in it, or by combination of those means;**
- (b) **invest as it may determine in separate accounts or term deposits any money in the fund for administrative expenses or in the contingency reserve fund, such investment to be limited to investments authorized for trustees under the Trustees Act, R.S.B.C.;**
- (c) **grant to an Owner the right to exclusive use and enjoyment of common property, or special privileges in respect thereof, the grant to be determinable on reasonable notice, unless the strata corporation by special resolution otherwise resolves or unless the area has been registered as limited common property;**
- (d) **by special resolution designate an area as limited common property and specify the strata lots that are to have use of the limited common property;**
- (e) **make rules and regulations it considers necessary or desirable from time to time in relation to the enjoyment, safety, and cleanliness of the common property, common facilities, or other assets of the strata corporation and for the control of the appearance of the strata lots, buildings and common property in respect of tidiness and uniformity;**
- (f) **do all things necessary for the enforcement of the bylaws, rules and regulations of the strata corporation, and for the control, management, and administration of the common property, common facilities, or other assets**

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THE STRATA CORPORATION MAY: (5 cont'd)

of the strata corporation, generally, including removing privileges in the use of certain facilities, or fixing and collecting fines for contravention of the bylaws, rules or regulations;

- (g) join any organization serving the interests of strata corporations and assess the membership fee in the organization as part of the common expenses.

STRATA COUNCIL

6. (1) The powers and duties of the strata corporation shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the Council of the corporation.
- (2) The strata corporation may, by resolution at a special general meeting, remove for cause any member of the Council before the expiration of his term of office and appoint another Owner in his place, to hold office until the next annual general meeting.
- (3) Any vacancy on the strata Council may be filled by the remaining members of the strata Council appointing an Owner or other person eligible under the bylaws.
- (4) At each annual general meeting of the strata corporation all the members of the strata Council shall retire from office, and the strata corporation shall elect a new strata Council; but a retiring member of the strata Council shall be eligible for re-election.
- (5) All acts done in good faith by the Council are, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any member of the Council, as valid as if the member had been duly appointed or had duly continued in office.
- (6) No member of a Council shall be personally liable for any act done in good faith in carrying out his duties as a member of the Council.

GENERAL**7. GENERAL**

- (a) The Strata Council may remove any tree(s) that may impose danger to any building(s) at the cost of the Strata Corporation.

B. Donaldson *D. Wallace*

Amended Bylaw 2. The exclusive use, occupancy and enjoyment of the strata lots are restricted to persons of the age of 55 years or over, (or a couple, one of whom is 55 or over), provided that such restriction shall not apply to Owners and their families who owned the strata lot prior to the registration of this bylaw.

(1. An Owner Shall :)

(j) shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot, not covered by the Strata Corporation's insurance, including deductibles paid or payable by the application of the Strata Corporation's insurance policy, for damage done and requiring repair, where an owner or any member of owner's family or their visitors, employees, contractors, agents, tenants or volunteers are considered responsible for the loss or damage. The costs shall be considered as an expense chargeable to the owner and shall be added to and become a part of the assessment of that owner's next monthly strata assessment following the date on which the expense was incurred or deemed payable, and shall become due and payable on the date of the payment for the monthly assessment.

By-Laws NW 2428 Spencer's Gate

Amended/Added

Division 1 –Duties of Owners, Tenants, Occupants and Visitors

Payment of Strata Fees

1. 1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate

Added 2-4 August 18, 2011

- 2. An owner must pay any special levy on or before the due date as approved at a general meeting*
- 3. Where an owner fails to pay strata maintenance fees, or any approved special levy on the due date then the outstanding balance will be subject to an interest charge of 10% per annum, compounded annually in addition to any late fees assessed.*
- 4. Where an owner fails to pay any fines, late charges, or cost which are charged to the unit for work performed and which is a repair that the Owner is responsible for performing, then any amounts owing to the strata will be subject to an interest charge of 10% per annum, compounded annually.*

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STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 3 PAGES

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application,

Garry Gracey
6EM37H

Digitally signed by Garry Gracey
6EM37H
DN: c=CA, cn=Garry Gracey 6EM37H,
o=Notary, ou=Verify ID at
www.junsoft.com/LIKJP.cfm?
d=6EM37H
Date: 2012.11.19 13:50:01 -0800

- You have done so in accordance with Sections 168.3 and 168.4(4) of the *Land Title Act*, RSBC 1996, C 250
- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.

Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

1. CONTACT: (Name, address, phone number)

Pacific Quorum Property

408-7337 137th Street

Surrey

BC V3W 1A4

(604) 635-0260

Reference: NW2428 Amend Bylaw AGM
2011

Document Fees: \$23.90

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-1 Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

NO PID NMBR STRATA PLAN NWS2428

Related Plan Number: NWS2428

17 SEP 2007 09 27

BB550615

REGISTRAR
Land Title Office
88 - 6th Street
New Westminster, BC
V3L 5B3

September 10, 2007

ML 07/09/17 09:27:39 01 LM 799833
DOC FILE \$21.75

Please receive herewith the following document(s) for filing:

- 1) Form I
- 2) new bylaw & amended bylaws

Signature



Steve L. Kaczur
Park Place Property Services Ltd.
#240, 11590 Cambie Road
Richmond, BC V6X 3Z5
(604) 271-7788

DYE & DURHAM CLIENT No. 11061

Strata Property Act

FORM I

AMENDMENT TO BY-LAWS

(Section 128)

The Owners, Strata Plan NW 2428 certify that the attached amendments to the bylaws of the Strata Corporation were approved by a resolution passed in accordance with section 128 of the Strata Property Act at an Annual General Meeting held on August 30, 2007;



Signature of Council Member



Signature of Council Member

**** Section 128(3) of the Act provides that an Amendment to Bylaws must be filed in the land titles office within 60 days of the amendment being approved.**

29 JUL 2005 13 46 BX553674

REGISTRAR
LAND TITLE OFFICE
NEW WESTMINSTER, BC

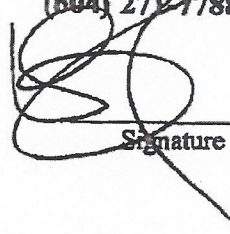
July 28, 2005

Please receive herewith the following document(s) for ¹⁹05/07/29 13:48:31 02 LH

639692
\$21.50

FIHS BYLAWS FOR
STRATA PLAN NW2428.

Leslie Purewal
Park Place Property Services
2113-11871 Horseshoe Way,
Richmond, B.C., V7A 5H5
(604) 271-7788


Signature

DYE & DURHAM CLIENT No. 11061
SURVEY DEPT.

Strata Property Act

FORM I

AMENDMENT TO BY-LAWS

(Section 128)

The Owners, Strata Plan NW 2428 certify that the attached amendments to the bylaws of the Strata Corporation were approved by a resolution passed in accordance with section 128 of the Strata Property Act at an Annual or Special General Meeting held on June 16th, 2005;



Signature of Council Member



Signature of Council Member

**** Section 128(3) of the Act provides that an Amendment to Bylaws must be filed in the land titles office within 60 days of the amendment being approved.**

Approved Bylaw Changes for Strata Plan NW 2428
Approved at AGM, June 16th, 2005

Replace, with;

1. (a) comply strictly with these bylaws and all other bylaws governing the Strata Corporation, and with rules and regulations adopted from time to time;
 - (c) all balconies (except non-conforming), shall be inspected annually, unless otherwise decided by the Strata Council, and any deficiencies shall be brought up to the standard of the development, at the cost of the Strata Corporation;
 - (d) maintain and repair to the standard of the development his strata lot, including windows and doors, (but excluding exterior decorating of same) and those items of his Limited Common Property designated from time to time as his responsibility by the bylaws and regulations of the Strata Corporation (unless otherwise specifically agreed by Council), clearing of balcony drains and drain pipes, and cleaning of the balcony surfaces;
 - (e) receive the written permission of the Strata Council before undertaking alterations to the exterior or structure of the strata lot, including but not limited to the attachment, erection or extension of storage units, exterior blinds, sun and wind screens, screen doors, awnings, trellises, planters, antennas, air conditioners or similar items or structures, and to the painting or staining of any of the aforesaid or of the exterior of the buildings; provided, however that an Owner shall not add any paint or any other surfacing material to his balcony floor except those approved in writing by the Council. If any unauthorized changes are made to the balcony floor, the Strata Corporation shall under no circumstances be responsible for any damage caused by leaking of water from any balcony so altered or resurfaced. All existing alterations/modifications to patios/balconies are the sole responsibility of the current and any future owners of the strata lot.
-

1 (e) con't

An Owner who wishes to undertake alterations to his/her patio/ balcony will do so in reasonable conformity to the style and appearance of the majority of the existing patios/balconies within the Strata Corporation, and shall receive written permission of Council before commencing any work. To receive such permission, the Owner shall agree in writing to bear the entire cost of the proposed changes and any further costs which may be incurred in the future, notwithstanding any provision to the contrary contained in these bylaws.

4 (a) notwithstanding any bylaw, rule or regulation regarding responsibility for the cost of maintenance and repair of common or limited common property, charge the cost of any repair, replacement or maintenance necessitated by the negligence or act of an Owner or his tenant, guest or invitee of himself or his tenant, to such Owner, who shall either perform the required repair, replacement or maintenance by the time set out in written notice to the effect, or shall reimburse the Strata Corporation the cost of such repair, replacement or maintenance undertaken on his behalf, by the time set out in written notice;

(e) subject to provisions of Section 141 of the Strata Property Act, strata lots may not be rented or leased. Violation of this provision shall result in fines in the amount of \$300.00 per month.

20 DEC 2001 14 56

BR346903

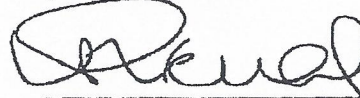
REGISTRAR
LAND TITLE OFFICE
NEW WESTMINSTER, BC

Dec 20, 2001

Please receive herewith the following document(s) for filing:

FIUS BYLAWS, RULES + RESOL
FOR STRATA PLAN 12428.

Leslie Purewal
Park Place Property Services
2113-11871 Horseshoe Way,
Richmond, B.C., V7A 5H5
(604) 271-7788



Signature 33 01/12/20 14:57:07 01 LN
DOC FILE

334990
\$20.00

DYE & DURHAM CLIENT No. 11061
SURVEY DEPT.

Strata Property Act

FORM I

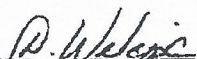
AMENDMENT TO BY-LAWS

(Section 128)

The Owners, Strata Plan NW 2428 certify that the attached amendments to the bylaws of the Strata Corporation were approved by a resolution passed in accordance with section 128 of the Strata Property Act at an Annual or Special General Meeting held on December 11th, 2001;



Signature of Council Member



Signature of Council Member

**** Section 128(3) of the Act provides that an Amendment to Bylaws must be filed in the land titles office within 60 days of the amendment being approved.**

19 AUG 2003 09 36

BV326737

REGISTRAR
LAND TITLE OFFICE
NEW WESTMINSTER, BC

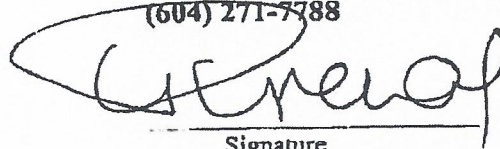
Aug 18, 2003

Please receive herewith the following document(s) for filing:

FORM I

Changes to Bylaw 1(d) as
attached. S/P Nway 28

Leslie Purewal
Park Place Property Services
2113-11871 Horseshoe Way,
Richmond, B.C., V7A 5H5
(604) 271-7788



Signature

14 03/08/19 09:39:23 05 LH 480071
DOC FILE \$20.00

SURVEY DEPT.

DYE & DURHAM CLIENT No. 11061

14 03/08/19 09:39:17 05 LH 480071
CHARGE \$-55.00

14 03/08/19 09:35:26 05 LH 480062
CHARGE \$55.00

Strata Property Act

FORM I

AMENDMENT TO BY-LAWS

(Section 128)

The Owners, Strata Plan NW 2428 certify that the attached amendments to the bylaws of the Strata Corporation were approved by a resolution passed in accordance with section 128 of the Strata Property Act at an Annual or Special General Meeting held on June 25th, 2003;

E. G. Oakley

Signature of Council Member

Ellen J. Brabbs

Signature of Council Member

**** Section 128(3) of the Act provides that an Amendment to Bylaws must be filed in the land titles office within 60 days of the amendment being approved.**

Bylaw Change for Strata Plan NW 2428

1. (d) Delete wordings;

"including but not limited to maintenance and repairs of any balcony, waterproof surfacing material, patio slab or garden deck or structure".
