



**THE PEAKS AT EAGLE RIDGE
BYLAW NO. 2**

CONDOMINIUM CORPORATION NO. 0728880

BYLAW NO. 2

**A Bylaw to Repeal and Replace
Bylaw #1**

THE PEAKS at EAGLE RIDGE

136 SANDPIPER ROAD

FORT MCMURRAY, ALBERTA

T9K 0J7

Date Passed: _____, 2010

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SECTION #1 – DEFINITIONS AND INTERPRETATION

1. In these Bylaws unless the context or subject matter requires a different meaning:
 - a. “Act” means the *Condominium Property Act*, revised Statutes of Alberta, 2000, Chapter C-22, as amended from time to time or any statute or statutes passed in substitution therefore; and all regulations made from time to time under the Act;
 - b. “Board” means the Board of Directors of the Corporation granted the authority act on behalf of the Corporation at a duly constituted Annual General Meeting (referred to as AGM in this bylaw) of the Corporation.
 - c. “Bylaw” mean the Bylaw(s) of the Corporation, including amendments;
 - d. “Capital Replacement Reserve Fund” means a fund established in accordance with the provisions of the Act, to be used for major repairs and replacements of any portions of the units for which the Corporation is responsible, any real and personal property of the Corporation and the common property.
 - e. “common expenses” means the expenses of performance of the objects and duties of the Corporation and any expenses specified as common expenses in these Bylaws;
 - f. “common property” means so much of the parcel as is not comprised in or does not form part of any unit shown on the condominium plan but does not include land shown on the condominium plan that has been provided for the purposes of roads, public utilities and reserve land under Part 17 of the *Municipal Government Act*, RSA 2000, c.M-7 [see definition of “A” to make sure statutory references are consistent];
 - g. “condominium plan” means condominium plan no. 0728880 registered under the Act at the Land Titles Office and includes any plan of re-division registered in respect of a unit;
 - h. “Corporation” means the Corporation constituted under the Act by the registration of the condominium plan whose legal name is “Condominium Corporation No. 0728880”;
 - i. “Developer” means a person who, alone or in conjunction with others, sells or offers for sale to the public units or proposed units that have not previously been sold to the public by means of an arm’s length transaction;
 - j. “Emergency” means a sudden, urgent, usually unexpected occurrence or occasion requiring immediate action.
 - k. “Insurance Trustee” means an entity authorized to carry on the business of a trust company under the laws of Alberta selected from time to time on resolution of the Board, whose duties include the receiving, holding and disbursing of proceeds of policies of insurance pursuant to these Bylaws and the Act. If no Insurance Trustee is appointed, then the Insurance Trustee is the Board.
 - l. “Interest Rate” means eighteen (18%) per cent per annum or such lesser or greater rate as is equal to the maximum rate permitted under the Regulation(s);
 - m. “Lien” means any official claim or charge against property or funds for payment of a
 - n. “Manager” means any property manager contractually appointed by the Board from time to time;
 - o. “manager’s suite” means any suite owned by the Corporation and used in connection with management of the project;
 - p. “ordinary resolution” means a resolution:
 - i. passed at a properly convened meeting of the Corporation by a majority of not less than 50% of all the persons present at such meeting and entitled to exercise the power of voting conferred under the Act or these Bylaws; or

- ii. In writing signed by not less than 50% of all the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the power of voting conferred by the Act or these Bylaws and representing not less than 50% of the unit factors;
- q. "owner" means a person who is registered as the owner of a unit; any restriction upon or requirement of an owner also refers to a resident, tenant or guest of the owner's unit.
- r. "parcel" means the land comprised in the condominium plan;
- s. "Peaks" means the Condominium Complex located at 136 Sandpiper Road and a part of Condominium Corporation 0728880.
- t. "private motor vehicle" means small, medium and full-size cars, station wagons, light trucks up to $\frac{3}{4}$ ton size, vans, mini-vans, motorcycles and sport utility vehicles;
- u. "project" means all of the real and personal property and fixtures comprising the parcel, land and buildings which constitute the units and common property and all property in which the Corporation has an interest from time to time.
- v. "RMWB" means the Regional Municipality of Wood Buffalo
- w. "Regulation" or "Regulations" means the Condominium Property Act Regulation currently being Alberta Regulation 168/2000 and any other Regulation made in substitution, replacement or addition thereto by the Lieutenant Governor in Board in Alberta pursuant to the Act.
- x. "special resolution" means:
 - i. A resolution passed at a properly convened meeting of the Corporation, of which at least seven (7) days' notice specifying the proposed resolution has been given, by a majority of not less than 75% of all the persons entitled to exercise the power of voting, conferred under the Act or this Bylaw and representing not less than 75% of the total unit factors; or
 - ii. A written resolution agreed to in writing by not less than 75% of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the power of voting conferred by the Act or this Bylaw and representing not less than 75% of the total unit factors.
- y. "spouse" includes a person who holds that position usually enjoyed by a spouse whether or not he or she is legally married;
- z. "Superintendent" means the Building Superintendent or any person hired by the Board to act in this capacity.
- aa. "unit" means an area designated as a unit by the condominium plan;
- bb. "unit factor" means the unit factor for each unit apportioned and described in and set forth on the condominium plan, and attached as Appendix A.

Words and expressions which have a special meaning assigned to them in the Act have the same meaning in this Bylaw and other expressions used in this Bylaw and not defined in the Act or in this Bylaw have the same meaning as may be assigned to them in the Land Titles Act (Alberta) or the Law of Property Act (Alberta), as amended or in any statute or statutes passed in substitution therefore. Words importing the singular number also includes the plural, and vice versa, and words importing the masculine gender includes the feminine gender or neuter, and vice versa, and words importing persons include firms and Corporations and vice versa, where the context so requires.

INTENTION OF THIS BYLAW

The intent of this Bylaw is to provide a framework for the owners and residents of The Peaks to live in community with the assurance of common standards of acceptable behaviour

- **To promote the safety, security and welfare of the owners and to protect the property and assets of the Corporation; and**
- **To prevent unreasonable interference with the use and enjoyment of the common elements, the units or the assets of the Corporation**

SECTION #2 – DUTIES OF OWNERS

- 2.1 An owner shall permit the Corporation and its agents to enter his unit, between 8 a.m. and 8 p.m. and on a minimum of 96 hours (4 days) written notice, (except in case of emergency when no notice is required), for the purpose of:
- 2.1.1 inspecting the unit,
 - 2.1.2 maintaining, repairing or renewing party walls and pipes, wires, cables, ducts, conduits, and/or plumbing existing in or on the unit,
 - 2.1.3 maintaining, repairing or replacing common property,
 - 2.1.4 ensuring that the Bylaw(s) are being observed.
- 2.2 In the event the Corporation must gain access for a purpose identified in section 2.1 by using a locksmith, the cost of such locksmith shall be borne by the unit owner.
- 2.3 An owner shall immediately
- 2.3.1 carry out all work that may be ordered by any municipality or public authority in respect of his unit,
 - 2.3.2 pay all rates, taxes, charges, and assessments, that may be payable in respect of his unit, together with interest on any arrears. The Interest Rate shall be calculated from the due date. The Rate of Interest charged shall be in accordance with the Act.
 - 2.3.3 maintain the owner's unit in a state of good repair, and keep in a clean and sightly condition any privacy area that the owner has exclusive use of,
 - 2.3.4 request prior written permission from the Board prior to any changes, additions, or alterations to the exterior of the unit,
 - 2.3.5 request prior written permission from the Board prior to making any structural, mechanical or electrical alterations to the owner's unit

- 2.3.6 obtain and maintain insurance on the owner's unit against loss resulting from destruction or damage of any peril.
- 2.3.7 use and enjoy the common property in accordance with this Bylaw and all related policies prescribed by the Corporation in such a manner as to not unreasonably interfere with the use and enjoyment of The Peaks by other owners or occupants.
- 2.3.8 notify the Corporation immediately of any change in the ownership of the unit, change of resident.
- 2.3.9 notify the Corporation of any mortgage registered against the unit.
- 2.3.10 pay the cost of repair of any damage done as a result of a willful or negligent act done by a tenant, guest or family member.

SECTION #3 – DUTIES AND POWERS OF THE CORPORATION

Property

- 3.1 The Corporation is responsible for the enforcement of its bylaw(s) and the control, management and administration of its real and personal property and the common property.
 - 3.1.1 The powers and duties of the Corporation shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the Board.
- 3.2 In addition to the duties of the Corporation set forth in the Act and Regulations, the Corporation, shall
 - 3.2.1 keep in a state of good and serviceable repair, and properly maintain the real and personal property of the Corporation and the common property.
 - 3.2.2 comply with notices or orders by any municipal or public authority requiring repairs or work to be done at The Peaks.
 - 3.2.3 provide and maintain insurance as is required by the Act and Regulations..
 - 3.2.4 upon receipt of a written request of an owner, purchaser or mortgagee of a unit, or designate, the Corporation shall provide a Certificate of Memorandum of insurance within ten (10) days and a copy of the Corporation's insurance policy within thirty (30) days.
 - 3.2.5 make such policies or regulations as it deems necessary to enhance the use, enjoyment and/or safety of the common property and the administration of common property.
 - 3.2.6 take all necessary steps it sees fit to enforce this bylaw.

Fines /Sanctions

- 3.3 Any failure to comply with this bylaw and any amendments or future bylaws, may result in fines on owners as set out below:
 - 3.3.1 A penalty may not be for less than \$25.00 or more than \$10,000. .
 - 3.3.2 If a person fails to comply with a fine, the Corporation may take action as outlined in the Act and, including but not limited to, the removal and/or repair of any unauthorized alterations. Any costs incurred by the Corporation may be recovered from the owner.

Financial

- 3.4 The Corporation, through its Board, shall
- 3.4.1 establish a budget for administrative expenses sufficient, in the opinion of the Board, for the control, management, and administration of the common property, for the payment of any premiums of insurance and for the discharge of any other obligation of the Corporation.
 - 3.4.2 determine the amounts to be raised for the purposes mentioned in clause 3.4.1 and administered according with the Act.
 - 3.4.3 charge interest on any contribution owing to it by an owner, at a rate not more than identified in Section 40 of the Act and related Regulations and amendments.
 - 3.4.4 collect and receive all contributions towards the common expenses and deposit same in a separate account with an accredited Canadian financial institution.
 - 3.4.5 pay all money properly required to manage, maintain and administer The Peaks.
- 3.5 The Corporation, through its Board may,
- 3.5.1 acquire personal property to be used
 - 3.5.1.1 for the maintenance, repair or replacement of the Common Property.
 - 3.5.1.2 for owners in connection with their enjoyment of the Common Property.
 - 3.5.2 recover any monies owing from an owner all reasonable costs, including legal expenses and interest, incurred by the Corporation in collecting the amount owing.
 - 3.5.3 recover from the owner all reasonable expenses incurred with respect to caveat where a caveat is registered against the title to the unit.
 - 3.5.4 borrow money required by it in the performance of its duties or exercise of its powers.
 - 3.5.5 secure the borrowings through the assets of the condominium and/or through issuing a levy.
 - 3.5.6 pay an annual honorarium to members of the Board in the manner and in the amounts as identified in the approved budget.

General

- 3.6 On receipt of a written request of an owner, purchaser or mortgagee of a unit, within ten (10) days the Corporation shall, provide to the person making the request a copy of the following;
- 3.6.1 Statement of contributions due and payable in respect of a unit
 - 3.6.2 Particulars of any action or judgment served on the Corporation
 - 3.6.3 The Management Agreement or other Agreements as may be entered into
 - 3.6.4 Copy of the location of any utility cables identified on the Condominium Plan
 - 3.6.5 Budget of the Corporation
 - 3.6.6 Most recent Financial Statement
 - 3.6.7 Bylaw(s) of the Corporation
 - 3.6.8 Minutes of a general meeting of the Corporation or the Board
 - 3.6.9 Statement regarding the amount of the Capital Replacement Reserve Fund

- 3.6.10 Statement setting out the amount of the monthly contributions and the basis on which that amount was determined
- 3.6.11 Any other information as set out as per the Act.
- 3.7 The Corporation may make material identified in Section 3.6 of this Bylaw available on the Corporation Website www.eagleridgepeaks.com
- 3.7.1 The Corporation may charge for the issuance of a hard copy of the material identified in Section 3.6 of this Bylaw.

Reserve Fund

- 3.8 The Corporation, through its Board shall
- 3.8.1 retain a qualified person to carry out a study of the depreciating property, as outlined in the Condominium Property Regulation, for the purpose of establishing a Capital Replacement Reserve Fund to be used to provide sufficient funds that can reasonably be expected to provide for major repairs and replacements of the units and common property that the Corporation is responsible for.
- 3.8.2 use the funds from the Capital Replacement Reserve Fund for Capital improvements as identified by the Reserve Fund unless authorized by special resolution for capital improvements only, not identified in the Reserve Fund.
- 3.8.2.1 Funds authorized by special resolution for capital improvements shall not cause the Capital Reserve Fund to have less than the required monies to meet the obligations of the Reserve Plan.
- 3.8.3 prepare an annual report at the AGM respecting the Reserve Fund
- 3.8.3.1 setting out the amount of the reserve funds as of the last day of the preceding fiscal year;
- 3.8.3.2 all the payments made into and out of the Fund for that year and the sources and reasons;
- 3.8.3.3 a list of depreciating property that was repaired or replaced during that fiscal year and, the associated costs.
- 3.8.4 .no later than five (5) years from the day the most recent Reserve Fund Plan was approved, in accordance with the Regulation, carry out a reserve fund study; prepare a reserve fund report; approve the reserve fund plan, and provide a copy of the new Plan to the owners.
- 3.8.5 comply with all requirements outlined in the Condominium Property Regulation relating to Capital Replacement Reserve Funds.
- 3.8.6 provide a copy of the most recent Reserve Fund Plan on The Peaks website

SECTION #4 – RENTAL OF UNITS

- 4.1 An owner of a unit must provide written notice to the Corporation of the owner's intent to rent the unit prior to the unit being rented. The notice must set out
- the address at which the owner may receive correspondence and notices,
 - provide written evidence that the tenant agrees to abide by the Bylaw(s) of the Corporation
 - the amount of rent to be charged for a unit.

- 4.2 The owner shall
- 4.2.1 notify the Corporation in writing the name(s) of the tenant(s) within twenty (20) days of renting the unit.
 - 4.2.2 notify the Corporation in writing that the owner is no longer renting within 20 days of not renting.
 - 4.2.3 The Owner may be required to give the Corporation a deposit not to exceed one month's rent, to be used for the maintenance, repair or replacement of any real or personal property or of the common property.
 - 4.2.4 Upon notice of the tenant to vacate, the Corporation shall return any deposit received minus any fees used as outlined in 4.2.3.
- 4.3 The Corporation may give a tenant renting a unit notice to give up possession of that unit if any person in possession of the unit
- 4.3.1 causes damage, other than normal wear and tear, to the common property of the Corporation, or
 - 4.3.2 contravenes the bylaw(s).
- 4.4 When the Corporation gives a tenant and the tenant's landlord a notice to vacate under clause 4.3, notice to vacate shall be given no later than the 1st day of the month and the tenant shall give up possession of the unit on the last day of the month for which the notice is served.
- 4.5 If a tenant does not comply with the notice to give up possession, the Corporation may take action as outlined in the Act.

SECTION #5 – ELECTION OF THE BOARD

- 5.1 The Board shall consist of not less than three and not more than nine individuals.

Eligibility

- 5.2 A person must be an owner to be elected to the Board; however,
- 5.2.1 a Board member must be eighteen (18) years of age or older.
 - 5.2.2 if a unit has more than one owner, only one owner may sit on the Board at one time.
 - 5.2.3 an owner must not owe the Corporation any monies to be eligible to sit on the Board.
 - 5.2.4 any member of the Board shall make full disclosure of any potential conflict of interest and any direct or indirect relationships he or she may have with the Corporation either contractual, financial or employment related and shall refrain from voting on any matter of conflict of interest.
 - 5.2.5 every member of the Board shall exercise the powers and discharge the duties of the office of member of the Board honestly and in good faith.
 - 5.2.6 a retiring member of the Board shall be eligible for re-election.

Voting

- 5.3 Each person entitled to vote may vote for the same number of nominees as there are vacancies to be filled on the Board.

Term of Office

- 5.4 A member of the Board is to be elected at an AGM for a one-year term.
- 5.5 Each member of the Board shall remain in office until
- 5.5.1 the office becomes vacant under Section 6 of this Bylaw, or
 - 5.5.2 the member resigns, or

5.5.3 the member's term of office expires.

Vacating an Office as a Member of the Board

- 5.6 The office of a member of the Board is vacated if the member
- 5.6.1 becomes bankrupt,
 - 5.6.2 is more than 30 days in arrears in payment of any contribution required to be made as an owner
 - 5.6.3 is the subject of a certificate of incapacity
 - 5.6.4 is convicted of an indictable offence, or
 - 5.6.5 is absent from three consecutive meetings of the Board without permission of the Board.

Vacancy

- 5.7 When a vacancy occurs on the Board, the Board may appoint an individual to fill that office for the remainder of the former member's term and notify land titles of all changes.

Officers of the Corporation – Duties & Responsibilities

- 5.8 At the first meeting of the members of the Board held after the General Meeting at which they were elected, the Board shall designate from its members a President, Vice-President, Secretary, Treasurer, and Privacy Officer.
- 5.8.1 The Board may designate a recording secretary who is not a member of the Board and who may be financially compensated by a resolution of the Board.
 - 5.8.2 In addition to those duties assigned to the officers by the Board, the
 - 5.8.3 **President** or in the event of the President's absence, the Vice-President,
 - 5.8.3.1 is responsible for the daily execution of the business of the Corporation and
 - 5.8.3.2 shall act as Chair of the meetings of the Board
 - 5.8.4 **Vice-President** shall
 - 5.8.4.1 take over the duties of the President in the President's absence, and
 - 5.8.4.2 shall assist in any duties as directed by the Board.
 - 5.8.5 **Secretary** or in the event of the secretary's absence, another member of the Board designated by the Board,
 - 5.8.5.1 shall record or cause to be recorded and maintain all the minutes of the Board, and ensure all minutes are signed by the Chair and Secretary,
 - 5.8.5.2 is responsible for all the correspondence of the Corporation, and
 - 5.8.5.3 shall carry out the secretary's duties under the direction of the President and the Board;
 - 5.8.6 **Treasurer** or, in the event of the treasurer's absence, another member of the Board or Management Firm as designated by the Board shall:
 - 5.8.6.1 receive all money paid to the Corporation and deposit it as the Board may direct,
 - 5.8.6.2 properly account for the funds of the Corporation and keep those books as the Board directs,
 - 5.8.6.3 present to the Board at each regularly monthly meeting the financial statements for the Corporation,
 - 5.8.6.4 prepare a Treasurer's Report and an audited statement for the previous fiscal year of the Corporation for the AGM; and budget for the upcoming fiscal year for the Board's approval one month before the fiscal year end.
 - 5.8.7 **Privacy Officer** – The duties of the Privacy Office may be designated to a member of the Board Executive if a member at large is not available.
 - 5.8.7.1 Ensure that the Board is compliant with the Provincial Privacy Act.

Votes and Quorum of the Board

- 5.9 At meetings of the Board, all matters are to be determined by majority vote and in the event of tie vote; the Chair is entitled to a casting vote in addition to the Chair's original vote.
- 5.9.1 A quorum for a meeting of the Board is a majority of the members of the Board.
- 5.9.2 A quorum for passing of the Corporation Budget shall be a 2/3 majority of the Board.

Corporate Seal

- 5.10 The Corporation shall have a corporate seal that must not be used except under the authority of a resolution of the Board given prior to its use.

Signing Authority

- 5.11 The Board shall prescribe, by resolution,
- 5.11.1 those officers or other persons who are authorized to sign cheques and other documents not required to be signed under the corporate seal, and
- 5.11.2 the manner in which those cheques or other documents are to be signed.

Powers of the Board

- 5.12 The Board shall
- 5.12.1 meet at the call of the President to conduct its business
- 5.12.2 meet when a member of the Board gives to the other members not less than seven (7) days notice of a meeting, specifying the reason for calling the meeting.
- 5.13 The Board may
- 5.13.1 employ on behalf of the Corporation any agents or employees it thinks necessary to control, manage, and administer The Peaks and in that respect may authorize those persons to exercise the powers of and carry out the duties of the Corporation.

Duties of the Board

- 5.14 The Board shall
- 5.14.1 cause proper books of account to be kept
- 5.14.2 prepare financial statements relating to all money of the Corporation and the income and expenditures of the Corporation for each AGM
- 5.14.3 maintain financial records of all the assets, liabilities, and equity of the Corporation
- 5.14.4 submit to the AGM an annual report consisting of the financial statements and other information as the Board may determine.

Board Meeting Procedures

- 5.15 All meetings of the Board and general meetings are to be conducted according to Bourniot's Rules of Order, or a variation of said Rules as adopted by the Board at a meeting of the Board.
- 5.16 The Order of Business at meetings of the Board shall include but is not limited to the following:
- Call to Order
 - Adoption of the Agenda
 - Adoption of the Minutes of the Previous Meeting
 - Presentations
 - Staff and Management Reports
 - Treasurer's Report
 - Committee Reports
 - Unfinished Business
 - New Business

- Setting of Next Meeting
- Adjournment

SECTION #6 – GENERAL MEETINGS

6.1 The Board

- 6.1.1 shall, on the written request of the owners entitled to vote and who represent not less than 15% of the total unit factors for The Peaks, convene a general meeting.
- 6.1.2 may, whenever it considers it proper to do so, convene a general meeting.

Notice of General Meetings and Annual General Meetings

- 6.2 Annual General Meetings shall be held once in each calendar year and not more than fifteen (15) months shall elapse between the date of one annual general meeting and that of the next, without notification to the owners as to why a delay is necessary and providing a date for the Annual General Meeting.
- 6.3 When an AGM or a general meeting is to be convened, the Board shall, not less than seven days prior to the day on which the meeting is to be held, give to each owner written notice of the meeting stating
 - 6.3.1 the place, date and time at which the meeting is to be convened, and
 - 6.3.2 the nature of any special business, if any to be brought forth at the meeting.
 - 6.3.3 a general meeting or AGM or anything done at that meeting is not invalid by reason that a person did not receive a notice under 6.2

Procedures for General Meetings and Annual General Meetings

- 6.4 No business shall be transacted at any general meeting unless a quorum of persons entitled to vote is present at the time when the meeting is scheduled to proceed to business, either in person or by proxy.
 - 6.4.1 Quorum for General Meetings and Annual General Meetings shall be 25% of the persons entitled to vote representing not less than 2500 of the unit factors present in person or by proxy.
 - 6.4.2 If within five minutes from the time appointed for a AGM meeting a quorum is not present, the meeting shall stand adjourned for fifteen (15) minutes, and shall reconvene on the same day, at the same place and the persons entitled to vote who are present shall constitute a quorum.
 - 6.4.3 The President of the Board shall be the Chairman of all general meetings or in his absence from the meeting or in case he shall vacate the Chair, the Vice-President of the Board shall act as Chairman provided that if the President and Vice-President are absent or refuse to act, the meeting shall elect a Chairman.
 - 6.4.4 The order of business at an AGM shall include but is not limited to the following:
 - 6.4.4.1 Call to order
 - 6.4.4.2 Calling of the roll and certifying of proxies
 - 6.4.4.3 Proof of notice of meeting, waiver or proxies, as appropriate
 - 6.4.4.4 Approval of minutes of the previous General or AGM
 - 6.4.4.5 Reports of Officers
 - 6.4.4.6 Reports of Committees
 - 6.4.4.7 Financial Report
 - 6.4.4.8 Appointment of Auditors and Solicitors
 - 6.4.4.9 New business (as identified in the Notice of Meeting)

- 6.4.4.10 Election of members of the Board
- 6.4.4.11 Adjournment

Voting at General Meetings or Annual General Meetings (AGM)

- 6.5 At general meetings or AGMs a resolution shall be decided on by a show of hands, unless a poll is demanded by a person entitled to vote and present in person or by proxy. Unless a poll is demanded, a declaration by the Chairman that a resolution has, on the show of hands, been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour or against the resolution
 - 6.5.1 A request for a poll may be withdrawn by that person.
 - 6.5.2 A poll, if demanded, shall be conducted in a manner as directed by the Chair and the result of the poll shall be deemed to be the result for the resolution.
 - 6.5.3 In case of a tie vote, the Chair of the meeting is entitled to a casting vote in addition to the Chair's original vote.
 - 6.5.4 Each person entitled to vote has one vote, except as noted in 6.5.3.
 - 6.5.5 If a vote is taken by a poll, the number of votes that a person may cast shall correspond to the unit factors for the respective units represented by that person.
 - 6.5.6 The Chairman, if he determines such procedure is prudent, may hold a vote by secret ballot in regard to election to the Board.
 - 6.5.7 Except for matters requiring a special resolution, all matters shall be determined by a majority vote.
 - 6.5.8 Votes may be given either personally or by proxy.
 - 6.5.9 Except in cases where under the Act a special resolution is required, no owner is entitled to vote at any general meeting unless all assessments and any other obligations owing to the Corporation payable in respect of his unit have been duly paid to the date thirty (30) days prior to the date of such meeting.
 - 6.5.10 If a unit is owned by more than one person those co-owners may vote personally or by proxy and
 - 6.5.10.1 in the case of a show of hands, those co-owners are entitled to one vote between them, and
 - 6.5.10.2 in the case of a vote taken by a poll, a co-owner is entitled to that portion of the vote applicable to the unit as is proportionate to the co-owner's interest in the unit.
 - 6.5.10.3 a co-owner may demand that a poll be taken.

Appointment of Proxy

- 6.6 An instrument appointing a proxy shall be in writing under the hand of the person making the appointment or his attorney, and may be either general or for a particular meeting. A proxy need not be an owner.
 - 6.6.1 A proxy form shall be made available by the Board.
 - 6.6.2 If a resolution of the owners of the Corporation requires a majority vote, that resolution signed in person or by proxy by all the persons who, at a properly convened AGM or general meeting, would be entitled to vote, has the same effect as a resolution duly passed at the meeting.

SECTION #7 RESTRICTIONS IN USE

General

Any Municipal Bylaw in effect in the RMWB shall have effect within the common property and municipal officers are authorized and permitted to enforce Municipal Bylaws on the common property.

Disturbance of Others

- 7.1 An owner shall not
 - 7.1.1 use or enjoy The Peaks in such a manner as to unreasonably interfere with the use and enjoyment of The Peaks by other owners or occupants.
 - 7.1.2 use the owner's unit in such a manner as to cause a nuisance or hazard to other owners or occupants.
 - 7.1.3 use the owner's unit for illegal purposes.
 - 7.1.4 use the owner's unit for any commercial, professional or other business purposes unless such use is an authorized and approved "home occupation" as defined in the relevant RMWB bylaws.
 - 7.1.5 make or permit undue noise in or on the owner's unit or anywhere at The Peaks so as to unreasonably interfere with the use and enjoyment of The Peaks by other owners or occupants
 - 7.1.6 permit any employee, member of his household, guests or visitors to trespass on the part of the parcel to which another owner is entitled to exclusive occupation.
 - 7.1.7 do anything on common property likely to damage plants, bushes, flowers or lawns and shall not place chairs, tables or other objects on the lawn so as to damage the lawn or prevent reasonable growth.

Pets / Animals

- 7.2 An owner shall
 - 7.2.1 notify the Board or its delegate of any pet or animal residing at The Peaks.
 - 7.2.2 keep the pet/animal from being a nuisance to other owners at The Peaks.
 - 7.2.3 secure the pet/animal while moving the pet/animal from a Unit into common property and keep the pet/animal on a leash at all times when outside the owner's unit.
 - 7.2.4 be responsible for the actions and cleanliness of their pet. Dirt, messes or waste made by any pet must be cleaned by the individual responsible for the pet. If cleanup is required, but not done by the person responsible for the pet, then the owner will be subject to a fine under this bylaw.
 - 7.2.5 remove any pet from The Peaks that the owner is not able to control in a manner as to prevent the pet from being a nuisance or danger.
 - 7.2.6 not walk his pet in the parkade or any common area of The Peaks.

Hazards/ Safety

- 7.3 An owner shall not

- 7.3.1 do anything in the owner's unit, storage unit, and parking space(s) or bring or keep anything on it that will in any way increase the risk of fire or result in an increase of any insurance premiums payable by the Corporation;
- 7.3.2 keep any combustible, flammable or offensive material stored in any Corporation lot or in any storage area
- 7.3.3 obstruct a sidewalk, walkway, driveway or parking area.
- 7.3.4 smoke in any of the indoor common areas; lobby, elevators, corridors, stairwells, exercise rooms, games room and underground parking areas.
- 7.3.5 permit their children or guest's children, to play in the common areas, games room, and fitness areas unsupervised. The lobby, stairs, elevators, corridors, parking areas and any utility room are not play areas. The Corporation will not be held responsible for injuries.
- 7.3.6 have live Christmas trees anywhere in the building.
- 7.3.7 have outdoor Christmas lights before December 1 and not after January 28; lights must not be a nuisance.

Exterior Appearance and Alterations

- 7.4 An owner shall not do anything in respect of the owner's unit or the common property or bring or keep anything on it that will in any way alter the appearance of the exterior of The Peaks.
 - 7.4.1 Prior approval of any alterations must be granted by the Board before any alterations are started. If any work is done without prior approval by the Board, the Owner may be required to reinstate the exterior of the unit to a Board approved state at the Owner's expense.
 - 7.4.2 Fences, if approval is granted, must be consistent with The Peaks design.
 - 7.4.3 No portion of the exterior common area shall be painted or otherwise altered without the prior written approval of the Board.
 - 7.4.4 Except as specifically permitted by law, no signs, billboards, notices or other advertising matter of any kind shall be placed on any part of a unit without the prior written consent of the Board.
 - 7.4.5 No occupier shall install window coverings, which are visible from the exterior of a Corporation lot, which will detract from the conformity of the building.
 - 7.4.6 Only items such as plants or patio furniture shall be kept on the balconies.
 - 7.4.7 Hot tubs, structures, tents or trailers shall not be erected or placed in any building or on any parking area or on the common property or on any privacy area assigned him without the prior written consent of the Board.
 - 7.4.8 Clothes lines are not to be erected on the patio or balcony; and hanging clothes on the patio or balcony is not permitted as well.
 - 7.4.9 Wind chimes or any noise maker is not permitted on the property.
 - 7.4.10 Notwithstanding the above, satellite dishes may be installed but not attached to the exterior of the building with the prior written consent of the Board.
 - 7.4.11 Owners may not do anything or permit anything to be done on the common property that may cause damage to the grounds of The Peaks.

- 7.4.12 No object shall be shaken or thrown over the balcony or out a window
- 7.4.13 There shall be no feeding of wildlife or birds at The Peaks.
- 7.4.14 Propane barbecues are not allowed on a patio, balcony or within any structure in the Peaks.

Interior Restrictions and Alterations

- 7.5 An owner
 - 7.5.1 must provide a notice of renovations to the Board with a description of the project, the name of the contractor and the length of time the project is estimated to take.
 - 7.5.2 may not install hard flooring without prior written approval from the Board.
 - 7.5.3 must give the Building Superintendent at least two working days prior notice of the scheduled arrival of a tradesperson or delivery of materials requiring the elevator to be padded and locked out
 - 7.5.4 shall ensure that all renovations relating to electrical, gas or plumbing are performed by a licensed and bonded company or a certified Trade journeyman, according to municipal codes.
 - 7.5.5 notify the Building Superintendent / Board in writing if there is a change in the work schedule.
 - 7.5.6 shall instruct all contractors to clean up all common areas at the end of each day.
 - 7.5.7 ensure that the hours of work are restricted to 9:00 a.m. to 5:00 p.m., Monday through to Saturday, unless prior permission is granted by the Board or it's delegate.
 - 7.5.8 shall identify work that would generate exceptional noise and which would potentially affect neighbours to the Board or it's delegate. Work may be required to start at noon if objections are raised.
 - 7.5.9 may be subject to a fine for each contravention of any of these rules, as well as being responsible for any clean up or repair costs that result from damage to the common area.

Cleanliness

- 7.6 An owner shall:
 - 7.6.1 bag and tie all ordinary household refuse and place it in the garbage room(s) set aside for that purpose.
 - 7.6.2 dispose of all oversize, non-household garbage, such as but not limited to all appliances, furniture, and motor vehicle parts, as per Municipal guidelines and bylaws at the expense of or by the individual owner.
 - 7.6.3 place all cardboard boxes, including moving boxes in municipal recycling bins identified for that purpose.
 - 7.6.4 not allow his unit, parkade area, or balcony area to become unsanitary or unsightly in appearance.
 - 7.6.5 not allow any spitting, nasal or other bodily discharge off the balcony or in any common areas.

Vehicles and Parking

- 7.7 An owner shall

- 7.7.1 park his vehicle(s) in his assigned parking space(s) only.
- 7.7.2 use the wash bay provided when washing vehicles at The Peaks.
- 7.7.3 not carry out any repairs that may cause damage or inconvenience other owners to any vehicle on The Peaks property
- 7.7.4 maintain only licensed, insured, registered vehicles on the property
- 7.7.5 clean stains in affected parking stalls as they are the responsibility of the owner and the owner must ensure that the offending vehicle is removed and not returned to the parking stall(s) until it has been repaired. If after ten (10) days' notice, the vehicle has not been repaired and the stall(s) cleaned, the owner will be subject to a fine .
- 7.7.6 refrain from operating off-highway vehicles on The Peaks property.
- 7.7.7 not obstruct any walkway, driveway, or parking area with his vehicle.
- 7.7.8 not rent parking spaces assigned to a Corporation lot to a non-resident person. This does not preclude bona fide guests from using the space.
- 7.7.9 not exceed the maximum speed on The Peaks property including all levels of secured parking of 15 km/h.

Guest Parking

- 7.7.10 The visitor parking stalls are for the use of individuals who are guests of a resident of The Peaks or by trade's people who are providing a specific service to The Peaks or to a resident of The Peaks.
- 7.7.11 Guest vehicles are allowed to park in the visitor parking area at any time of the day or night for up to three (3) days after which they must register their vehicle with the Building Superintendent.
- 7.7.12 A special pass will be provided by the Building Superintendent when the vehicle is registered. The pass must be displayed on the vehicle's dash and in full view at all times when parked in the visitor's parking space.
- 7.7.13 A guest pass may not be issued for more than 21 consecutive days without the prior written permission of the Board or their designate.
- 7.7.14 Any contravention to this Bylaw may result in the unit owner being fined and the vehicle may be towed at the vehicle owner's expense.

Storage

- 7.8 No part of common property shall be used for storage without the prior written consent of the Board
- 7.9 An owner shall not
 - 7.9.1 do anything in the owner's storage unit, bring or keep anything on it that will in any way increase the risk of fire or result in an increase of any insurance premiums payable by the Corporation;
 - 7.9.2 keep any combustible, flammable or offensive material stored in any Corporation lot or in any storage area
- 7.10 No storage units or other item shall be installed in or about the Corporation plan except those installations granted with the prior written consent of the Board.

SECTION # 8 – DAMAGES

- 8.1 The Corporation is not responsible to repair or maintain any part of the interior of an owner's unit, including the door to the patio.
- 8.2 An occupier must not do, or omit to do, whether deliberately or negligently, any act which would result in costs being incurred by the Corporation due to a claim being made on the insurance policy of the Corporation.
- 8.3 The owner shall be responsible for any maintenance, repair, or replacement rendered necessary to the common property, and/or any cost incurred by the Corporation as a result of the owner's act, omission or negligence.
- 8.4 Owners shall wait for the parkade doors to be fully opened prior to entering or exiting the parkade in order to prevent damage to their vehicle. The Corporation shall not be held liable for damages to a vehicle passing under the parkade door.

SECTION # 9 – BUILDING SUPERINTENDENT

- 9.1 Except in emergencies, the duties of the Building Superintendent are restricted to the common areas only; or as directed by the Board.
- 9.2 No owner or occupant will contact the Building Superintendent prior to 8:00 a.m. or after 5:00 p.m., except in the case of an emergency.
- 9.3 Written permission must be given to allow access to your suite by the Building Superintendent for any reason, except in emergencies.
- 9.4 Residents who expect to be absent for more than 14 days may notify the Building Superintendent, and may provide an emergency contact.
- 9.5 Residents expecting large furniture deliveries shall contact the Building Superintendent in order to have the pads hung in the elevators.

SECTION #10 - RECREATION FACILITIES

- 10.1 The Gym, Games Room, and the Social/Meeting Room are for the use of the owners and their guests and their use will be governed by the provisions in the bylaw(s) relating to the use of common property and by the rules for the facility as prescribed by Board policy.
- 10.2 Non compliance of this section may result in the loss of privilege to use the recreation facilities, and/or fines.
- 10.3 The Social/Meeting Room is available for use by residents and their guests on an exclusive basis through a reservation made with the Board or their designate. A deposit is to be placed at the time of reservation and a room booking form must be completed as per Board policy.

SECTION #11 - CORRESPONDENCE

- 11.1 Communication between owners and Board shall be in writing; signed by the owner and shall be directed to the managing agent or deposited in the Board's mailbox, or submitted by email.

SECTION #12 - MOVE IN OR OUT

- 12.1 An appointment for a moving time must be made with the Building Superintendent having regard to the convenience of all concerned and to noise abatement. Moves are restricted to between the hours of 8:00 a.m. and 8:00 p.m. Full instructions for the operation of the move will be given by the Building Superintendent.
- 12.2 A form indicating that the owner has read and agrees to this Bylaw and any amendments shall be signed by the owner and kept in The Peaks office.
- 12.3 The moving party will be responsible for any damage to common areas. A \$100.00 refundable deposit is to be placed at the time the Building Superintendent locks out the elevator for any move in or out. If the elevator or hallways are damaged during the move in or out, the cost of repairs will be subtracted from the deposit. Damage costs not recovered from the moving party shall be assessed to the owner.

SECTION #13 - RE-SALE OF CORPORATION LOTS

- 13.1 An owner or agent of an owner may not display a "For Sale" sign upon any Corporation property where it is visible to the general public nor will any of the above persons leave open or unlock any entrance door to the Corporation plan for the purpose of "Open House" selling.
- 13.2 An owner may hold an "Open House" providing the agent arranges to escort potential buyers from the entrance door of the building to the suite.
- 13.3 An owner may identify his unit for sale on The Peaks Website.
- 13.4 The Building Superintendent is to be informed of all open houses.

SECTION #14 - SECURITY

Security of this building cannot be maintained without the full co-operation and observance of the Bylaw(s) by all residents. All residents are responsible for safety at The Peaks.

- 14.1 Owners are responsible for the safe custody of parkade entrance code monitors and front door access fobs or keys and should a monitor, fob, or key be lost or stolen, shall immediately report the loss to the Building Superintendent.
- 14.2 Entrance to the building shall not be permitted to any person unless known to the owner. Persons delivering goods or other articles must be met at the front entrance. If it is necessary for any such persons to enter the building, they must be escorted by the resident until departure from the building.
- 14.3 No entry or exit door may be held open without notification to the Building Superintendent.
- 14.4 All vehicles must stop and wait for the garage gates to close when entering or leaving the secured parking and visitor parking garage preventing "tailgating." All common area doors including fire exits must be closed and locked to help prevent unauthorized entry.

SECTION #15 - INFRACTIONS OF THE BYLAWS

- 15.1 Except as otherwise provided, each Owner or occupier breaching a Section may be given a warning to correct the infraction within seven days. If after seven days the infraction has not been corrected, the owner will be fined as outlined in Section 3.3 of this Bylaw and any amendments.
- 15.2 The Board may from time to time make exceptions from each provision in these bylaws after

representation by an owner or occupier and by such other person or persons that the Board deems to be affected, either in writing or at a meeting of the Board.

SECTION #16 - AMENDMENT OF BYLAWS

- 16.1 This Bylaw may be amended, repealed or replaced in accordance with the provisions under the Condominium Property Act.
- 16.1.3 .

SECTION # 17 – MEDIATION AND ARBITRATION

- 17.1 Any dispute regarding any matter arising from this Bylaw and any amendments may, with the agreement of the parties to the dispute, be dealt with by means of mediation, conciliation or similar techniques to encourage settlement of the dispute or be arbitrated under the "Arbitration Act".

APPENDIX A

Building	Unit #	Total Unit Factors	Building	Unit #	Total Unit Factors	Building	Unit #	Total Unit Factors
Building A	101	29	Building A	312	28	Building A	606	29
Building A	102	15	Building A	313	32	Building A	607	29
Building A	103	15	Building A	314	29	Building A	608	19
Building A	104	29	Building A	315	32	Building A	609	29
Building A	105	32	Building A	316	19	Building A	610	19
Building A	106	29	Building A	317	19	Building A	611	19
Building A	107	29	Building A	318	15	Building A	612	29
Building A	108	19	Building A	401	19	Building A	613	32
Building A	109	15	Building A	402	29	Building A	614	29
Building A	110	15	Building A	403	32	Building A	615	32
Building A	111	19	Building A	404	29	Building A	616	20
Building A	112	19	Building A	405	32	Building A	617	20
Building A	113	29	Building A	406	29	Building A	618	16
Building A	114	32	Building A	407	29	Building B	101	29
Building A	115	29	Building A	408	19	Building B	102	14
Building A	116	15	Building A	409	29	Building B	103	15
Building A	117	15	Building A	410	19	Building B	104	29
Building A	118	19	Building A	411	19	Building B	105	32
Building A	119	19	Building A	412	29	Building B	106	29
Building A	201	19	Building A	413	32	Building B	107	29
Building A	202	28	Building A	414	29	Building B	108	19
Building A	203	28	Building A	415	32	Building B	109	15
Building A	204	29	Building A	416	19	Building B	110	15
Building A	205	32	Building A	417	19	Building B	111	19
Building A	206	28	Building A	418	15	Building B	112	19
Building A	207	28	Building A	501	19	Building B	113	29
Building A	208	19	Building A	502	29	Building B	114	32
Building A	209	28	Building A	503	32	Building B	115	29
Building A	210	19	Building A	504	29	Building B	116	15
Building A	211	19	Building A	505	32	Building B	117	15
Building A	212	28	Building A	506	29	Building B	118	19
Building A	213	32	Building A	507	29	Building B	119	19
Building A	214	29	Building A	508	19	Building B	120	15
Building A	215	28	Building A	509	29	Building B	201	19
Building A	216	19	Building A	510	19	Building B	202	28
Building A	217	19	Building A	511	19	Building B	203	28
Building A	218	15	Building A	512	29	Building B	204	29
Building A	301	19	Building A	513	32	Building B	205	32
Building A	302	28	Building A	514	29	Building B	206	29
Building A	303	32	Building A	515	32	Building B	207	28
Building A	304	29	Building A	516	19	Building B	208	19
Building A	305	32	Building A	517	19	Building B	209	28
Building A	306	29	Building A	518	15	Building B	210	19
Building A	307	29	Building A	601	19	Building B	211	19
Building A	308	19	Building A	602	29	Building B	212	29
Building A	309	29	Building A	603	32	Building B	213	32
Building A	310	19	Building A	604	29	Building B	214	29
Building A	311	19	Building A	605	32	Building B	215	29

APPENDIX A

Building	Unit #	Total Unit Factors	Building	Unit #	Total Unit Factors	Building	Unit #	Total Unit Factors
Building B	216	19	Building C	110	15	Building C	402	29
Building B	217	19	Building C	111	19	Building C	403	32
Building B	218	15	Building C	112	19	Building C	404	29
Building B	301	19	Building C	113	29	Building C	405	32
Building B	302	29	Building C	114	32	Building C	406	29
Building B	303	32	Building C	115	29	Building C	407	29
Building B	304	29	Building C	116	15	Building C	408	19
Building B	305	32	Building C	117	15	Building C	409	29
Building B	306	29	Building C	118	19	Building C	410	19
Building B	307	29	Building C	119	19	Building C	411	19
Building B	308	19	Building C	120	15	Building C	412	29
Building B	309	29	Building C	201	19	Building C	413	32
Building B	310	19	Building C	202	29	Building C	414	29
Building B	311	19	Building C	203	29	Building C	415	32
Building B	312	29	Building C	204	29	Building C	416	19
Building B	313	32	Building C	205	32	Building C	417	19
Building B	314	29	Building C	206	29	Building C	418	15
Building B	315	32	Building C	207	29	Building C	501	19
Building B	316	19	Building C	208	19	Building C	502	29
Building B	317	19	Building C	209	29	Building C	503	32
Building B	318	15	Building C	210	19	Building C	504	29
Building B	401	19	Building C	211	19	Building C	505	32
Building B	402	29	Building C	212	29	Building C	506	29
Building B	403	32	Building C	213	32	Building C	507	29
Building B	404	29	Building C	214	29	Building C	508	19
Building B	405	32	Building C	215	29	Building C	509	29
Building B	406	29	Building C	216	19	Building C	510	19
Building B	407	29	Building C	217	19	Building C	511	19
Building B	408	19	Building C	218	15	Building C	512	29
Building B	409	29	Building C	301	19	Building C	513	32
Building B	410	19	Building C	302	29	Building C	514	29
Building B	411	19	Building C	303	32	Building C	515	32
Building B	412	29	Building C	304	29	Building C	516	19
Building B	413	32	Building C	305	32	Building C	517	19
Building B	414	29	Building C	306	29	Building C	518	14
Building B	415	32	Building C	307	29	Building C	601	19
Building B	416	19	Building C	308	19	Building C	602	29
Building B	417	19	Building C	309	29	Building C	603	32
Building B	418	16	Building C	310	19	Building C	604	29
Building C	101	29	Building C	311	19	Building C	605	32
Building C	102	15	Building C	312	29	Building C	606	29
Building C	103	15	Building C	313	32	Building C	607	29
Building C	104	29	Building C	314	29	Building C	608	19
Building C	105	32	Building C	315	32	Building C	609	29
Building C	106	29	Building C	316	19	Building C	610	19
Building C	107	29	Building C	317	19	Building C	611	19
Building C	108	19	Building C	318	15	Building C	612	29
Building C	109	15	Building C	401	19	Building C	613	32

APPENDIX A

Building	Unit #	Total Unit Factors	Building	Unit #	Total Unit Factors	Building	Unit #	Total Unit Factors
Building C	614	29	Building D	302	29	Building D	510	19
Building C	615	32	Building D	303	32	Building D	511	19
Building C	616	20	Building D	304	29	Building D	512	29
Building C	617	20	Building D	305	32	Building D	513	29
Building C	618	15	Building D	306	29	Building D	514	29
Building D	101	29	Building D	307	29	Building D	515	32
Building D	102	15	Building D	308	19	Building D	516	20
Building D	103	15	Building D	309	29	Building D	517	20
Building D	104	29	Building D	310	19	Building D	518	15
Building D	105	32	Building D	311	19	Building D	601	20
Building D	106	29	Building D	312	29	Building D	602	29
Building D	107	29	Building D	313	32	Building D	603	32
Building D	108	19	Building D	314	29	Building D	604	29
Building D	109	15	Building D	315	32	Building D	605	32
Building D	110	15	Building D	316	19	Building D	606	29
Building D	111	19	Building D	317	19	Building D	607	29
Building D	112	19	Building D	318	15	Building D	608	20
Building D	113	29	Building D	401	19	Building D	609	29
Building D	114	32	Building D	402	29	Building D	610	20
Building D	115	29	Building D	403	32	Building D	611	20
Building D	116	15	Building D	404	29	Building D	612	29
Building D	117	15	Building D	405	32	Building D	613	32
Building D	118	19	Building D	406	28	Building D	614	29
Building D	119	19	Building D	407	29	Building D	615	32
Building D	120	15	Building D	408	19	Building D	616	20
Building D	201	19	Building D	409	29	Building D	617	20
Building D	202	29	Building D	410	19	Building D	618	16
Building D	203	29	Building D	411	19	Parking		1
Building D	204	29	Building D	412	29	Storage		20
Building D	205	32	Building D	413	32			10005
Building D	206	28	Building D	414	29			
Building D	207	28	Building D	415	32			
Building D	208	19	Building D	416	19			
Building D	209	28	Building D	417	19			
Building D	210	19	Building D	418	15			
Building D	211	19	Building D	501	19			
Building D	212	28	Building D	502	29			
Building D	213	32	Building D	503	32			
Building D	214	29	Building D	504	29			
Building D	215	29	Building D	505	32			
Building D	216	19	Building D	506	29			
Building D	217	19	Building D	507	29			
Building D	218	14	Building D	508	19			
Building D	301	19	Building D	509	29			