



## MORRISSEY COURT COTTAGES DISCLOSURE STATEMENT

**DEVELOPER:** Montane Developments Ltd.  
(the "Developer")

**Address for Service:** Box 490, Ste 202 – 502 Third Avenue  
Fernie, BC, V0B 1M0

**Business Address:** 691 – 1<sup>st</sup> Avenue  
Fernie, BC V0B 1M0

**DEVELOPMENT:** **MORRISSEY COURT COTTAGES**  
(the "Development")  
as described herein

**REAL ESTATE BROKER:** The Developer intends to use its own employees to market the lots, or real estate agents licensed in the Province of British Columbia. The Developer's employees are not licensed under the *Real Estate Services Act* of British Columbia and are not acting on behalf of the purchaser.

**DATE OF THIS DISCLOSURE STATEMENT:** May 20, 2021

### **DISCLAIMER:**

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the Developer to disclose plainly all material facts, without misrepresentation.



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**RIGHTS OF RESCISSION**

Under section 21 of the *Real Estate Development Marketing Act*, the purchaser or lessee of a development unit may rescind (cancel) the contract of purchase and sale or contract to lease by serving written notice on the developer or the developer's brokerage, within 7 days after the later of the date the contract was entered into or the date the purchaser or lessee received a copy of this Disclosure Statement.

The rescission notice may be served by delivering or sending by registered mail, a signed copy of the notice to

- (a) the developer at the address shown in the disclosure statement received by the purchaser,
- (b) the developer at the address shown in the purchaser's purchase agreement,
- (c) the developer's brokerage, if any, at the address shown in the disclosure statement received by the purchaser, or
- (d) the developer's brokerage, if any, at the address shown in the purchaser's purchase agreement.

The developer must promptly place purchaser's deposits with a brokerage, lawyer or notary public who must place the deposit in a trust account in a savings institution in British Columbia. If a purchaser rescinds their purchase agreement in accordance with the Act and regulations, the developer or the developer's trustee must promptly return the deposit to the purchaser.

Reference is made to the Agreement of Purchase and Sale contained as Exhibit H to this Disclosure Statement. Contained therein are provisions substantially in accordance with those set out above.



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**LIST OF EXHIBITS**

EXHIBIT NO.	DESCRIPTION
A	Strata Plan
B	Plans and Elevation Drawings of Improvements
C	<i>Strata Property Act</i> Form V
D	Bylaws
E	Budget
F	Title Search
G	Existing Encumbrances
H	Proposed Encumbrances
I	Contract of Purchase and Sale



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## 1 The Developer

### 1.1 Incorporation

The Developer was incorporated under the laws of British Columbia on March 29, 2012 under incorporation number BC0936724.

### 1.2 Incorporation purpose

The Developer was incorporated for the purpose of developing the Development and adjacent developments which are not the subject of this Disclosure Statement. The Developer has other assets aside from the Development property.

### 1.3 Registered and Records Office

The Developer's registered and records office in British Columbia is Suite 202, 502 Third Avenue, P.O. Box 490, Fernie, BC, V0B 1M0.

### 1.4 Name of Directors

The name of the director of the Developer required to sign this Disclosure Statement is Simon Howse.

### 1.5 Note: The information about the Director is provided by the Director.

#### (1) Nature and Extent of Developer's Experience

*Simon Howse, President of the Developer.* Mr. Howse, originally from Sydney, Australia, has an established entrepreneurial record in Canada with extensive experience in the development industry. As the owner and operator of many successful businesses in the Elk Valley, including hotels, apartments, restaurants and construction service. Simon Howse has been a general contractor of residential homes and commercial projects for more than 15 years. In that time Simon has built numerous residential homes and multi-family units including the restoration of the 1908 Fernie Schoolhouse. Simon developed and oversaw all areas including the Project Management, Sales and Marketing Team, along with a fully equipped trade team and began the construction of the large-scale development in the spring of 2006. Simon brings a wealth of knowledge and hands on experience to the Parastone Team of Companies. Simon oversees all aspects of the Montane community which is recognized as an ideal location for modern mountain living, close to Fernie's historic downtown.

#### (2) Statement Re: No Regulatory or other Sanction

"Neither the Developer nor any principal holder, director, or officer of the



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Developer or principal holder, within the ten years before the date of the Developer's declaration attached to this Disclosure Statement, has been subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing with mortgages of land, or to theft or fraud whatsoever."

(3) Statement Re: No Bankruptcy or Insolvency

"Neither the Developer nor any principal holder of the Developer, or any director or officer of the Developer or principal holder, within the five years before the date of the Developer's declaration attached to this Disclosure Statement, was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver-manager or trustee appointed to hold the assets of that person."

(4) "No director, officer or principal holder of the Developer, or any director or officer of the principal holder, within the five years prior to the date of the Developer's declaration attached to this Disclosure Statement, has been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, that other developer:

(a) was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud; or

(b) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver-manager or trustee appointed to hold its assets."

1.6 Conflict Statement

"There are no existing or potential conflicts of interest among the Developer, manager, any directors, officers and principal holders of the Developer and manager, any directors and officers of the Principal Holders, and any person providing goods or services to the Developer, manager or holders of the development units in connection with the Development which could reasonably be expected to affect the Purchaser's purchase decision."



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## 2 General Description of the Development

### 2.1 General Description of the Development

The Development will consist of 6 bare land strata lots. The Strata Lots vary in size from 618 square meters to 1550 square meters.

The legal description of the Strata Lots is Strata Lots 1 – 6, District Lot 4589 Kootenay District Plan EPS7509.

The general location of the Development and the Strata Lots is graphically depicted in the strata plan attached as **Exhibit A**. The dimensions of the Strata Lots are shown on Strata Plan EPS7509 are determinative. Access to the Development is directly from Morrissey Court, a public roadway.

Each Strata Lot will be owned individually, with a proportionate share in the common property shown on Exhibit A, consisting of vehicular access ways and parking areas.

As part of the sale of a Strata Lot to a purchaser, the Developer will be constructing a Cottage style home (the "Improvement") on the Strata Lot in accordance with the general specifications attached hereto in **Exhibit B**. The Improvement is not part of the property of the Strata Corporation and the responsibility for insurance and maintenance of the Improvement shall lie solely with the purchaser.

No representations or warranties are made by the Developer as to the use and development of any adjacent land. Without limiting the generality of the foregoing, the Developer may develop lands adjacent to the Development for other uses, or may sell such lands to other parties in its sole discretion.

### 2.2 Permitted Use

The Development is zoned Detached Residential One (DR1) under the CD-1 Comprehensive Development Zone described in By-Law No. 1750 of the City of Fernie, adopted March 30, 1998, amended by By-Law No. 2252, adopted October 9, 2014.

DR1 Zoning is described below:

#### .1 Purpose

The purpose of the DR1 sub-area is to provide for single-detached residential units with or without an attached or detached secondary residential dwelling unit.



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### **.2 Permitted Uses**

- a) single family dwelling;
- b) secondary dwelling unit;
- c) uses permitted under Section 3.3 of this Bylaw; and
- d) golf course.

### **.3 Accessory Uses**

- a) home occupation;
- b) bed and breakfast - residential; and
- c) buildings and structures accessory to a permitted use.

The Lots may not be used for commercial purposes other than those which are ancillary to residential purposes.

Prospective purchasers may obtain further zoning information from the City of Fernie Planning Department, 501 Third Avenue, Fernie, BC, (tel 250 423 6817) or by visiting [www.fernien.ca](http://www.fernien.ca).

### **2.3 Building Construction**

As part of the sale of a Strata Lot to a purchaser, the Developer will be constructing a Cottage style home (the "Improvement") on the Strata Lot in accordance with the general specifications attached hereto in **Exhibit B**. The Improvement is not part of the property of the Strata Corporation and the responsibility for insurance and maintenance of the Improvement shall lie solely with the purchaser.

In addition, any improvements on a Strata Lot must comply with the Developer's construction restrictions contained in the Restrictive Covenant attached in **Exhibit G** to this Disclosure Statement. See also 3.10 Insurance and 7.2 Purchase Agreement.

### **2.4 Phasing**

Not Applicable.

## **3 Strata Information**

### **3.1 Unit Entitlement**

The unit entitlement of each Strata Lot is a figure indicating its share of the Common Property and assets of the Strata Corporation on destruction. It is also used to determine





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each Strata Lot owner's contribution to common expenses and payment of strata fees. The unit entitlement for the Strata Lots is 1. A copy of the *Strata Property Act* (British Columbia) Form V is attached in **Exhibit C**.

3.2 Voting Rights

Each Strata Lot shall have one vote in the Strata Corporation.

3.3 Common Property and Facilities

The common property of the Strata Corporation consists of a vehicular access way as shown on in **Exhibit A**.

3.4 Limited Common Property

The Developer's strata plan does not contain any Limited Common Property.

3.5 Bylaws

The Developer has caused the Strata Corporation to adopt the bylaws contained in **Exhibit D** in substitution for the Standard Bylaws in the *Strata Property Act* of British Columbia. **Prospective Purchasers are advised to carefully review all the provisions of Exhibit D.**

3.6 Parking

Parking for the Strata Lots shall be located entirely on each Strata Lot. Limited visitor parking will be located on the Common Property of the Development. Parking is prohibited on Morrissey Court.

3.7 Budget

The Budget for the Development does not include any amount for repairs or maintenance to any Improvement, which shall be the sole responsibility of the respective purchaser of the Improvement. The Developer's draft budget for the Development is included in **Exhibit E**.

3.8 Utilities and Services

The Development will include the following utilities and services:

a) Water and Sewerage

Water will be supplied by the City of Fernie. Each Strata Lot will be separately assessed for usage.



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b) Electricity

The Development will be serviced with electricity by the British Columbia Hydro and Power Authority. Each Strata Lot will be metered individually.

c) Natural Gas

Gas will be supplied by Fortis BC. Each Lot will be metered individually.

d) Fire Protection

Fire protection will be provided by the City of Fernie Fire department which is presently a combination of full time and volunteer members.

e) Garbage Disposal

Garbage disposal will be an expense of the Strata Corporation unless the City of Fernie in its sole discretion determines that curbside garbage collection and recycling will be provided. As of the date hereof, the City has not determined to provide garbage collection and recycling services to the Development.

f) Telephone

Telephone service will be provided to each Strata Lot by Telus Communications and telephone service will be provided by Telus Communications on application and on payment by an owner of the usual application, hook-up and usage charges;

g) Access

Access to the Development will be via Morrissey Court, which is a municipal roadway.

h) Snow Removal and Trail Maintenance

Maintenance of sidewalks and trails within the Montane area will be provided by the Developer and paid for by way of the Rentcharge described at Section 4.4 below. Notwithstanding the foregoing, the strata corporation is solely responsible for maintaining its common property.

### 3.9 Strata Management Contracts

It is intended that the Development be self-managed. The Strata Corporation may, in its discretion, engage the services of a Strata Manager after its first annual meeting.



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### 3.10 Insurance

#### (a) Strata Corporation Coverage

The Strata Corporation will be required to maintain full replacement insurance on common property and common assets, and liability insurance.

The common property must be insured against “major perils”, which are defined as “fire, lightning, smoke, windstorm, hail, explosion, water escape, strikes, riots or civil commotion, impact by aircraft and vehicles, vandalism and malicious acts.”

#### (b) Developer Coverage

The Developer will, prior to the completion of any sales of Strata Lots, place the following insurance coverage in respect of the Development on behalf of the Strata Corporation to the extent not already provided for by the Strata Corporation:

- i) Liability insurance in the amount of \$2,000,000.00 per occurrence.

#### (c) Purchaser/Owner Coverage

The Developer will obtain Course of Construction Insurance during the construction of any Improvement until title to the Strata Lot has been transferred to the purchaser. At such time, the purchaser shall be solely responsible for Construction and/or All Risk Property Insurance coverage with respect to any Improvement on their Strata Lot and contents thereof, and Liability Insurance for their Strata Lot as well as any other insurance the owner deems appropriate. **The Strata Corporation will not be responsible to insure any Improvements.**

### 3.11 Rental Disclosure Statement

Not applicable.

## 4 Title and Legal Matters

### 4.1 Legal Description

The legal description of the real property comprising the Development is as follows:

PID: 031-343-775, Strata Lot 1 District Lot 4589 Kootenay District Strata Plan EPS7509,

PID: 031-343-783, Strata Lot 2 District Lot 4589 Kootenay District Strata Plan EPS7509,

PID: 031-343-791, Strata Lot 3 District Lot 4589 Kootenay District Strata Plan EPS7509,

PID: 031-343-805, Strata Lot 4 District Lot 4589 Kootenay District Strata Plan EPS7509,



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PID: 031-343-813, Strata Lot 5 District Lot 4589 Kootenay District Strata Plan EPS7509,

PID: 031-343-821, Strata Lot 6 District Lot 4589 Kootenay District Strata Plan EPS7509,

together with an interest in the common property in proportion to the unit entitlement of the Strata Lot as shown on Form V.

Title searches of the Strata Lots are attached in **Exhibit F**.

#### 4.2 Ownership

The Developer is the owner of the property comprising the Development.

#### 4.3 Existing Encumbrances and Legal Notations

The property is currently subject to the following charges:

- (a) Section 219 Covenant CA4636432, Emergency access covenant in favour of City of Fernie. The Developer has requested that this Section 219 Covenant CA4636432 be released from title by the City of Fernie as it is no longer required;
- (b) Section 219 Covenant CA8724819, Pre-construction geotechnical covenant in favour of the City of Fernie. This Covenant requires soil inspection at the time of excavation to ensure that soil conditions are sufficient for conventional construction.
- (c) Rentcharge CA8724837 in favour of the Developer. This Rentcharge provides that owners shall pay an annual amount to the Developer for services relating to snow removal and trail maintenance within the Montane community.
- (d) Restrictive Covenant CA8724839 containing the architectural design guidelines applicable to the Development.
- (e) Section 219 Covenant CA8869308 in favour of the City of Fernie allowing for emergency access and prohibiting parking on the Common Property. The Developer has requested that this Section 219 Covenant CA8869308 be released from title by the City of Fernie as it is no longer required.

Copies of the existing encumbrances noted above are attached in **Exhibit G**.

#### 4.4. Proposed Encumbrances

The Developer proposes to register the following encumbrances on title to the Strata Lots:

- (a) Restrictive Covenant in favour of the Developer for Tree Preservation. The Developer will remove such trees as it deems necessary for the construction



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of the improvements, following which removal of trees shall be prohibited except for the reasons and in accordance with the procedures specified in the Restrictive Covenant.

- (b) In addition, on Completion the Purchaser shall grant the Vendor an Option to Purchase the Property from the Purchaser for 90% of the Purchase Price in the event that the Purchaser sells, agrees to sell or lists the Property for sale within 6 months of the date of completion of the sale of the Property from the Vendor to the Purchaser hereunder. Such Option shall be in the Vendor's standard form and registered concurrently with the completion of the sale of the Property to the Purchaser at the expense of the Purchaser.

Copies of proposed encumbrances outlined in 4.4(a) and (b) above are attached in Exhibit H.

### 4.5 Outstanding or Contingent Litigation or Liabilities

There is no outstanding or contingent litigation and the Developer is aware of no liabilities in respect of the Development or against the Developer that may affect the Strata Lots or the Strata Lot owners.

### 4.6 Environmental Matters

The Developer is not aware of any dangers or building requirements imposed by any governmental authority with respect to flooding, the condition of soil and subsoil, or other environmental matters affecting the Development.

***Purchasers are advised to conduct their own due diligence including, but not limited to, geotechnical and/or environmental matters in respect of the Lots and the Development, and the Developer makes no warranty, express or implied, as to environmental or geotechnical matters.***

## 5 Construction and Warranties

### 5.1 Construction Dates

As of the date of this Disclosure Statement the Strata Lots have been created. The Developer is in the process of constructing the Improvements.

Construction and servicing of future development lands surrounding the Development shall be completed at the discretion of the Developer having regard to economic feasibility, market demand, and technical considerations. **The Developer makes no representations or warranties with respect to any future development of lands beyond the Development whatsoever.**



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## 5.2 Warranties

There is no warranty with respect to the Strata Lots. The Developer will obtain New Home Warranty Insurance with a qualified Home Warranty provider in accordance with the *Home Owner Protection Act* of British Columbia. Details of Home Warranty Insurance in respect of any Improvement shall be provided by the Developer to an individual purchaser but are not the subject of this Disclosure Statement, which deals with the Strata Lots.

## 6 Approvals and Finances

### 6.1 Development Approval

The Approving Officer of the City of Fernie approved the strata plan creating the Strata Lots on March 19, 2021.

### 6.2 Construction Financing

The Developer has obtained mortgage financing for the construction of the Improvements. As a condition of the completion of the purchase and sale of the Strata Lots with each purchaser the Developer will arrange with such bank or other financial institution to grant a release of any such mortgage in respect of any Strata Lot concurrent with the completion of the purchase and sale of such Strata Lot.

## 7 Miscellaneous

### 7.1 Deposits

All Deposits and other monies received from the Purchaser will be held in trust by the Developer's solicitors, Rockies Law Corporation, Suite 202, 502 Third Avenue, Fernie, British Columbia V0B 1M0, in the manner required by the *Real Estate Development Marketing Act*.

### 7.2 Purchase Agreement

#### **Form of Agreement**

The Developer intends to use the form of purchase agreement attached as **Exhibit I**.

#### **(a) Termination Provisions**

The form of purchase agreement used by the Developer and included herewith as an exhibit may not be terminated except in the following circumstances:

1. It is not accepted by the Developer pursuant to section 1.13 thereof;
2. The Purchaser's conditions precedent described in Section 1.7 are not waived or declared fulfilled in writing;



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3. It is rescinded in accordance with the Purchaser's statutory rescission rights; or
4. Upon the default of the Purchaser in completing the purchase and sale thereunder in a timely manner.

**(b) Extension of Time**

The purchase agreement provides that the Developer can extend the completion date from time to time until the later of the time that the Lot is ready to be occupied and the time that title to the Lot has been raised. This provision requires the Developer to use commercially reasonable efforts to obtain permission to legally occupy the Lot and to raise title to the Lot.

The purchase agreement also provides that the completion date is extended for a period equivalent to the amount of time lost in completion of construction of the Lot by reason of unforeseen circumstances including, without limitation, time lost from strikes, lockouts, climatic conditions, acts of Governmental Authorities, fire, explosion, Acts of God, or other circumstances beyond the exclusive control of the Vendor. There are no provisions permitting the Purchaser to unilaterally extend the contract. Any other extensions of the completion date may only be made with the mutual agreement of the Developer and Purchaser.

The Developer may continue to extend the completion date pursuant to the above until such time the Lot is actually capable of being legally occupied and title is raised to the Lot.

**(c) Assignment**

The purchase agreement provides that it cannot be assigned without the consent of the Developer, which consent may be arbitrarily withheld. This means that the Developer may refuse to allow an assignment or may require a fee in order to agree to an assignment in its discretion.

**(d) Interest on Deposits**

The purchase agreement provides that interest on deposits, if any, shall be credited to the Developer and the Developer's solicitors shall not be under any obligation to place any deposits in any interest bearing trust account.

**(e) Time of the Essence**

1. The Purchase Agreement provides as follows in respect of timely performance:

*"Time shall be of the essence of this Agreement. Unless all payments on account of the Purchase Price together with the adjustments are provided and all other amounts payable by the Purchaser are paid when due, then the Vendor may terminate this Agreement and in addition to any other remedy available to the Vendor, the Deposit plus any interest accrued shall immediately and absolutely be forfeited to the Vendor on account of*



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*damages. The Purchaser acknowledges and agrees that in such case the Deposit represents earnest money, and is not in the nature of a penalty. The Purchaser hereby irrevocably authorizes and directs any solicitors or real estate agents holding any such Deposit to forthwith upon the request of the Vendor deliver such Deposit to the Vendor."*

7.3 Developer's Commitments

Not applicable.

7.4 Other Material Facts

None.

[signatures appear on following page]





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**Signatures**


Section 22 of the *Real Estate Development Marketing Act* provides that every Purchaser who is entitled to receive this Disclosure Statement is deemed to have relied on any false or misleading Statement of a material fact contained in this Disclosure Statement, if any, and any omission to state a material fact. The Developer, its directors and any person who has signed or authorized the filing of this Disclosure Statement are liable to compensate the Purchaser for any misrepresentation, subject to any defences available under Section 22 of the Act.

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of May 20, 2021.

Montane Developments Ltd.  
By its Authorized Signatory:

  
\_\_\_\_\_  
Simon Howse  
President

Signed by the Director of  
Montane Developments Ltd.:

  
\_\_\_\_\_  
Simon Howse

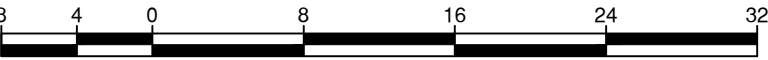
BARELAND STRATA PLAN OF LOT 81 DISTRICT LOT 4589  
KOOTENAY DISTRICT PLAN EPP106625

PLAN EPS7509

EAST KOOTENAY ASSESSMENT AUTHORITY  
CITY OF FERNIE

EXHIBIT A

BCGS 82G.045



The intended plot size of this plan is 432mm in width by 560mm in height (C size) when plotted at a scale of 1:400.

Grid bearings are derived from GNSS observations and are referred to the central meridian of UTM Zone 11.

The UTM coordinates and estimated absolute accuracy achieved are derived from dual frequency GNSS observations to GCM 44768.

This plan shows horizontal ground level distances, unless otherwise specified. To compute grid distances, multiply ground level distances by the average combined factor of 0.9996858. The average combined factor has been determined based on an ellipsoidal elevation of 997 metres.

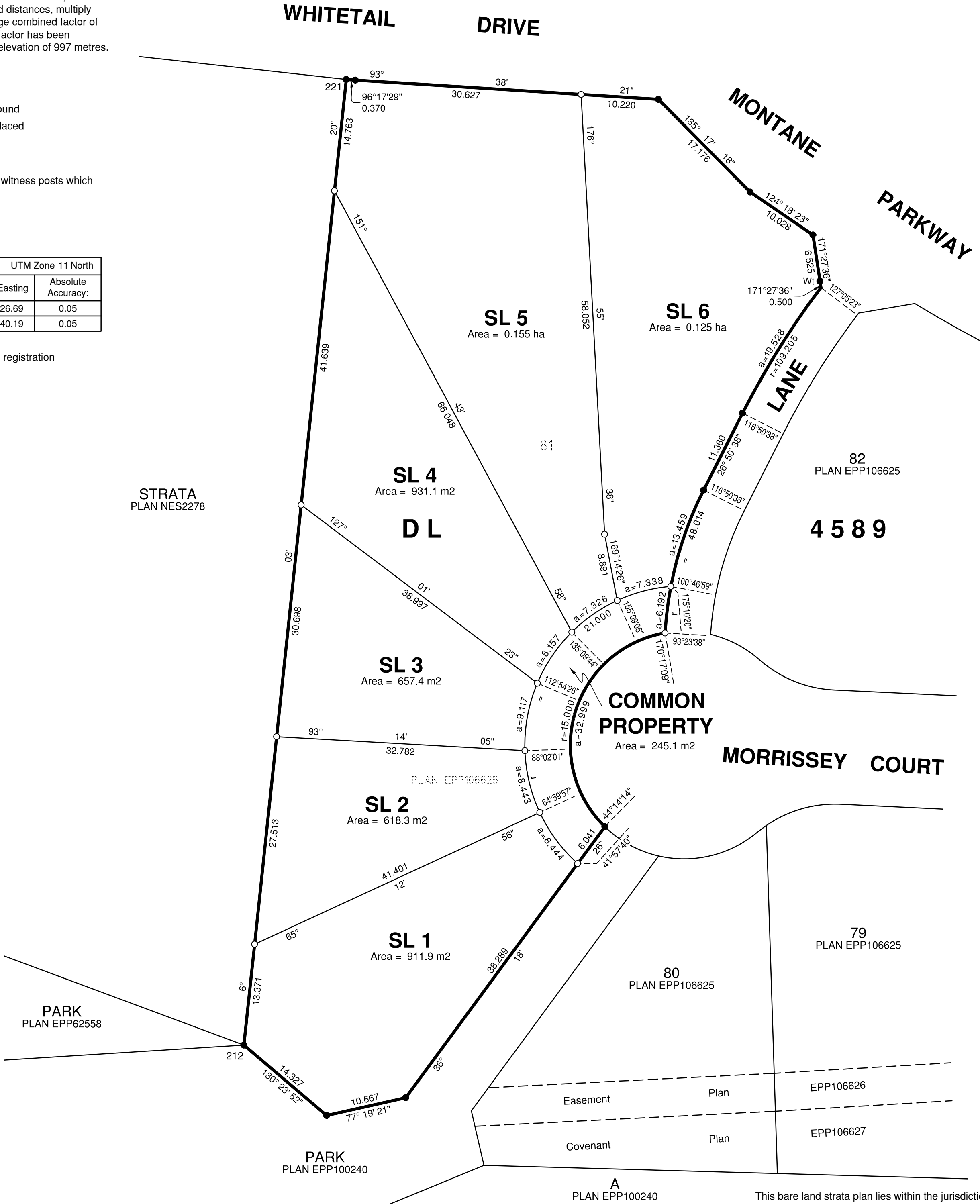
LEGEND

- denotes standard iron post found
- denotes standard iron post placed
- m2 denotes metres squared
- ha denotes hectares

Note: This plan shows one or more witness posts which are not set on the true corner(s).

Datum: NAD83(CSRS) 4.0.0.BC.1		UTM Zone 11 North	
Point	UTM Northing	UTM Easting	Absolute Accuracy:
212	5483873.44	640626.69	0.05
221	5484000.67	640640.19	0.05

Civic Address: Unavailable at time of registration



303-535 Victoria Ave N  
Cranbrook BC

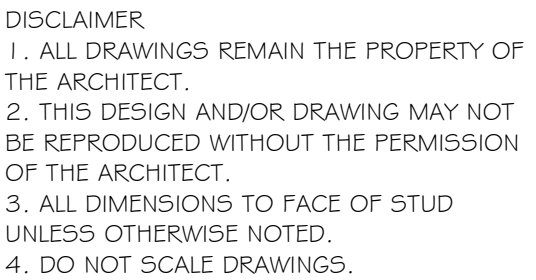
PROJECT REF./DRAWING No.  
16R-62316-00-012-00-SSDSU001-R0

This bare land strata plan lies within the jurisdiction of the Approving Officer for the Corporation of the City of Fernie

This plan lies within the Regional District of East Kootenay

The field survey represented by this plan was completed on the 23rd day of February, 2021.

David J. Kaczowka, BCLS 957



1	BUILDING PERMIT	21-04-12
No	DESCRIPTION	DATE

PROJECT 19-019

MORRISEY COURT

LOT 81 MONTANE  
FERNIE, BC

LOT 81, DISTRICT LOT 4589  
LEGAL ADDRESS PLAN EPP \_\_\_\_\_  
Drawn By Date (YY-MM-DD)  
JS 20-08-17



10 Single Track Way      250.423.8800  
Ferne, BC   VoB 1M1   www.urbanstix.ca

DRAWING TITLE

OVERALL SITE PLAN

Development Permit		DVP-439
Building Permit		
SHEET		BUILDING

Al.l

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# MORRISEY COURT - BLDG 1



DRAWING INDEX

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A1.1A	OVERALL PARCEL PLAN
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A2.1	BASEMENT & FOUNDATION PLAN
A2.2	MAIN FLOOR & ROOF PLAN
A4.1	ELEVATIONS
A4.2	ELEVATIONS
A5.1	BUILDING SECTIONS
A5.2	BUILDING SECTIONS
A6.1	SECTION DETAILS
A6.2	SECTION DETAILS
A6.3	SECTION DETAILS

ISSUED FOR

1 BUILDING PERMIT 21-04-12



10 Single Track Way 250.423.8800  
Fernie, BC VoB 1M1 www.urbanstix.ca

PROJECT # 19-019  
ADDRESS LOT 81-MONTANE  
FERNIE, BC  
Legal Address LOT 81, DISTRICT LOT 4589  
PLAN EPP

Development Permit DVP-439  
Building Permit TBD

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TRUE NORTH

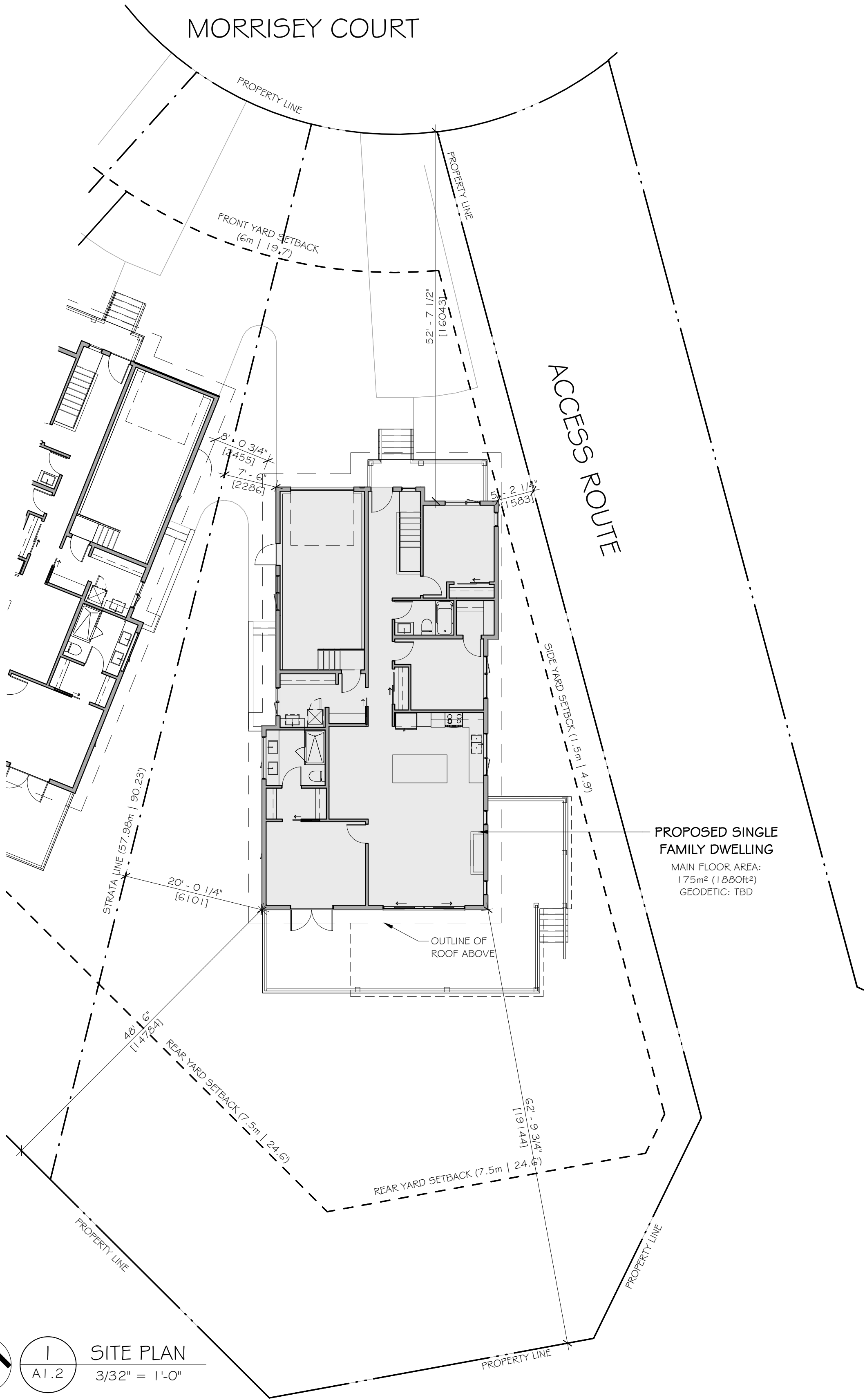
PROJECT NORTH

1

A1.2

3/32" = 1'-0"

SITE PLAN



BUILDING CODE SUMMARY

- B.C.B.C. 2018 PART 9: HOUSING AND SMALL BUILDINGS

BUILDING INFORMATION	CLASSIFICATION		SINGLE FAMILY DWELLING UNIT - PART 9
	TYPE OF CONSTRUCTION		COMBUSTIBLE (WOOD FRAMING)
	BUILDING STOREY		1
	BUILDING AREA		175m²/1880ft²
	STREETS FACING		1
FIRE PROTECTION	FLAME SPREAD RATING	9.10.3.2	
	SPRINKLERED		NON-SPRINKLERED
	SEPARATION OF SUITES	9.10.9.14	A 45 MIN. FIRE SEPARATION IS REQUIRED BETWEEN SUITES. IF ADDITIONAL SMOKE ALARMS ARE INSTALLED AND INTERCONNECTED IN EACH SUITE AS PER 9.10.19.5, THIS MAY BE REDUCED TO 30 MIN.
	SEPARATION OF STORAGE GARAGES	9.10.9.16	NO SEPARATION IS REQUIRED. DOORS MUST CONFORM TO 9.10.13.15.
	SEPARATION OF APPLIANCES	9.10.10.4	FUEL-FIRED APPLIANCES SHALL BE LOCATED IN A SERVICE ROOM HAVING THE SAME FIRE-SEPARATION RATING AS THAT REQUIRED BETWEEN THE DWELLING UNITS AS PER 9.10.9.14
	FIRE RESISTANCE RATINGS OF EXPOSED BUILDING FACES	9.10.15.5(3)	WHERE THE LIMITING DISTANCE IS BETWEEN 0.6m AND 1.2m, THE EXPOSING BUILDING FACE AND EXTERIOR WALL LOCATED ABOVE THE FACE SHALL HAVE A FIRE RESISTANCE RATING OF NOTE LESS THAN 45 MINUTES. THE CLADDING SHALL CONFORM TO ARTICLE 9.10.15.5(3)
EGRESS	PROTECTION OF SOFFITS	9.10.15.5(1)	WHERE SOFFIT PROJECTS LESS THAN 1.2m FROM A PROPERTY LINE OR AN IMAGINARY LINE BETWEEN TWO BUILDINGS OR FIRE COMPARTMENTS ON THE SAME PROPERTY, THEY SHALL HAVE NO OPENINGS AND BE PROTECTED AS INDICATED IN ARTICLE 9.10.15.5(1)(b)
	FROM BEDROOM - QUANTITY	9.9.10.1(1)	MINIMUM ONE (1) OUTSIDE WINDOW OR DOOR REQUIRED.
	FROM BEDROOM - SIZE	9.9.10.1(2)	MINIMUM SIZE OF 0.35m² WITH NO DIMENSION LESS THAN 380mm.
	UNOBSTRUCTED HALLWAY WIDTH	9.5.4.1	
STAIRS	EXIT DOORS	9.9.6.3	MINIMUM SIZE OF 0.35m² WITH NO DIMENSION THAN 380mm.
	WIDTH	9.8.2.1(2)	MINIMUM: 860mm
	HEADROOM CLEARANCE	9.8.2.2(3)	1950mm MINIMUM
	FLOOR TO FLOOR	9.8.3.3	3700mm MAXIMUM
	RISER	TABLE 9.8.4.1	MINIMUM: 125mm MAXIMUM: 200mm
	TREAD - RECTANGULAR - RUN	TABLE 9.8.4.2	MINIMUM: 210mm MAXIMUM: 355mm
	TREAD - RECTANGULAR - DEPTH	TABLE 9.8.4.2	MINIMUM: 235mm MAXIMUM: 355mm
	TREAD - ANGLED	9.8.4.3	-
	WINDERS	9.8.4.5(1) 9.8.4.5(2)	ANGLE OF 30° or 45° ONLY. SET OF WINDERS ARE NOT TO TURN THROUGH MORE THAN 90°
	NOSING	9.8.4.6	NOSING SHALL HAVE A ROUNDED OR BEVELED EDGE EXTENDING NOT LESS THAN 6mm AND NOT MORE THAN 14mm, MEASURED HORIZONTALLY FROM THE FRONT EDGE OF NOSING.
	DIMENSION OF LANDING	9.8.6.3	MINIMUM: 865mm MAXIMUM: 965mm
	HANDRAIL - HEIGHT	9.8.7.2(2)	MINIMUM: 865mm
DOORS	GUARDRAIL - HEIGHT	9.8.8.3(2)	
	ENTRY DOOR	TABLE 9.5.5.1	810x1980mm MINIMUM
	STAIR TO FLOOR w/ FINISHED SPACE	TABLE 9.5.5.1	810x1980mm MINIMUM
	WALK-IN CLOSET	TABLE 9.5.5.1	610x1980mm MINIMUM
	BATHROOM	TABLE 9.5.5.1 9.5.5.3(1)	610x1980mm MINIMUM 710x1980mm MINIMUM
	STORAGE GARAGE EGRESS DOOR	9.7.2.4	760x1980mm MINIMUM
	BALCONY DOOR	9.7.2.5	760x1980mm MINIMUM
	ALL OTHER DOORS	TABLE 9.5.5.1	760x1980mm MINIMUM

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1	BUILDING PERMIT	21-04-12
No	DESCRIPTION	DATE

PROJECT 19-019

MORRISSEY COURT

LOT 81 - MONTANE  
FERNIE, BC

LOT 81, DISTRICT LOT 4589	
LEGAL ADDRESS	PLAN EPP
Drawn By	Date (YY-MM-DD)
JS	20-08-24



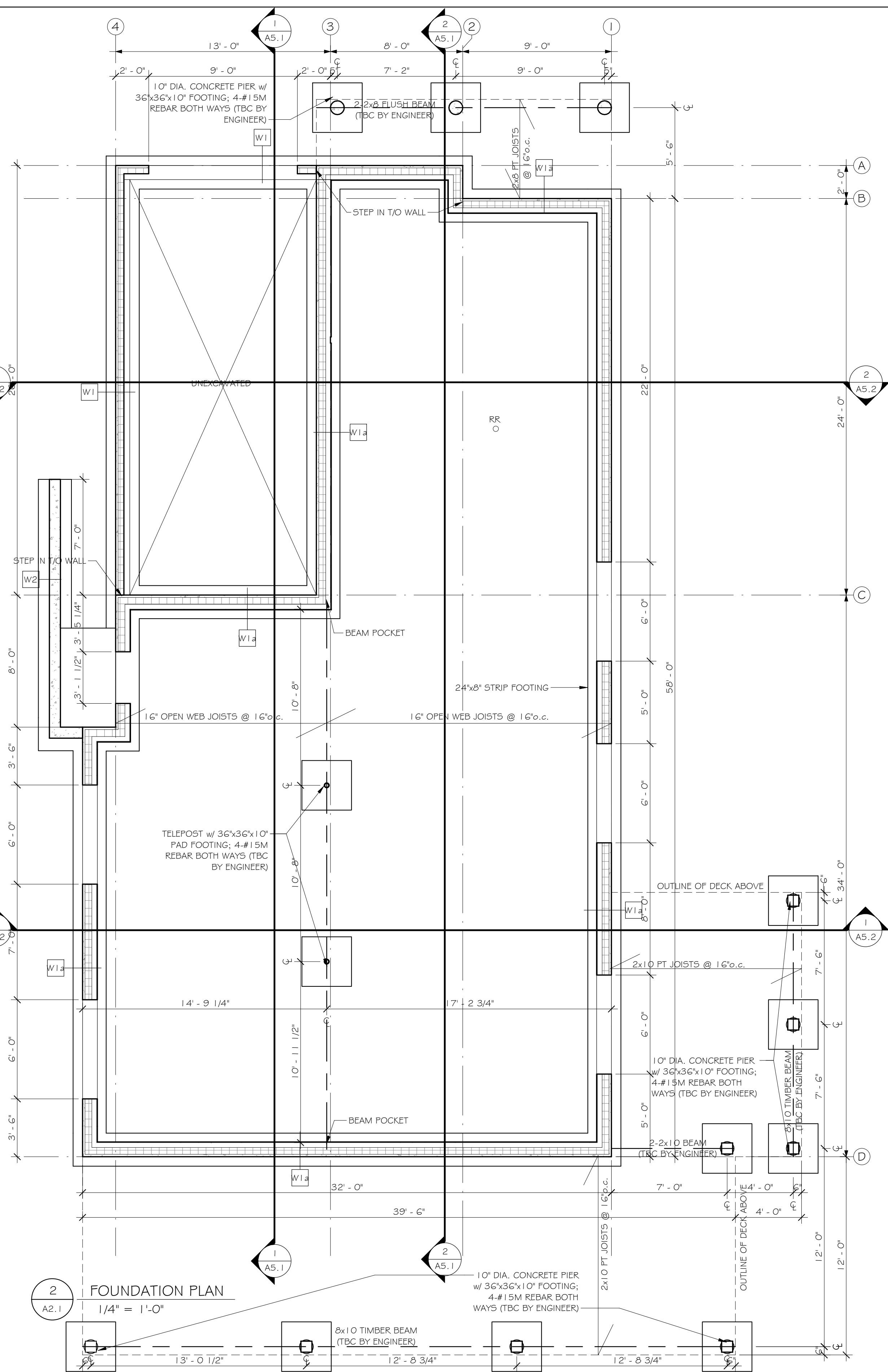
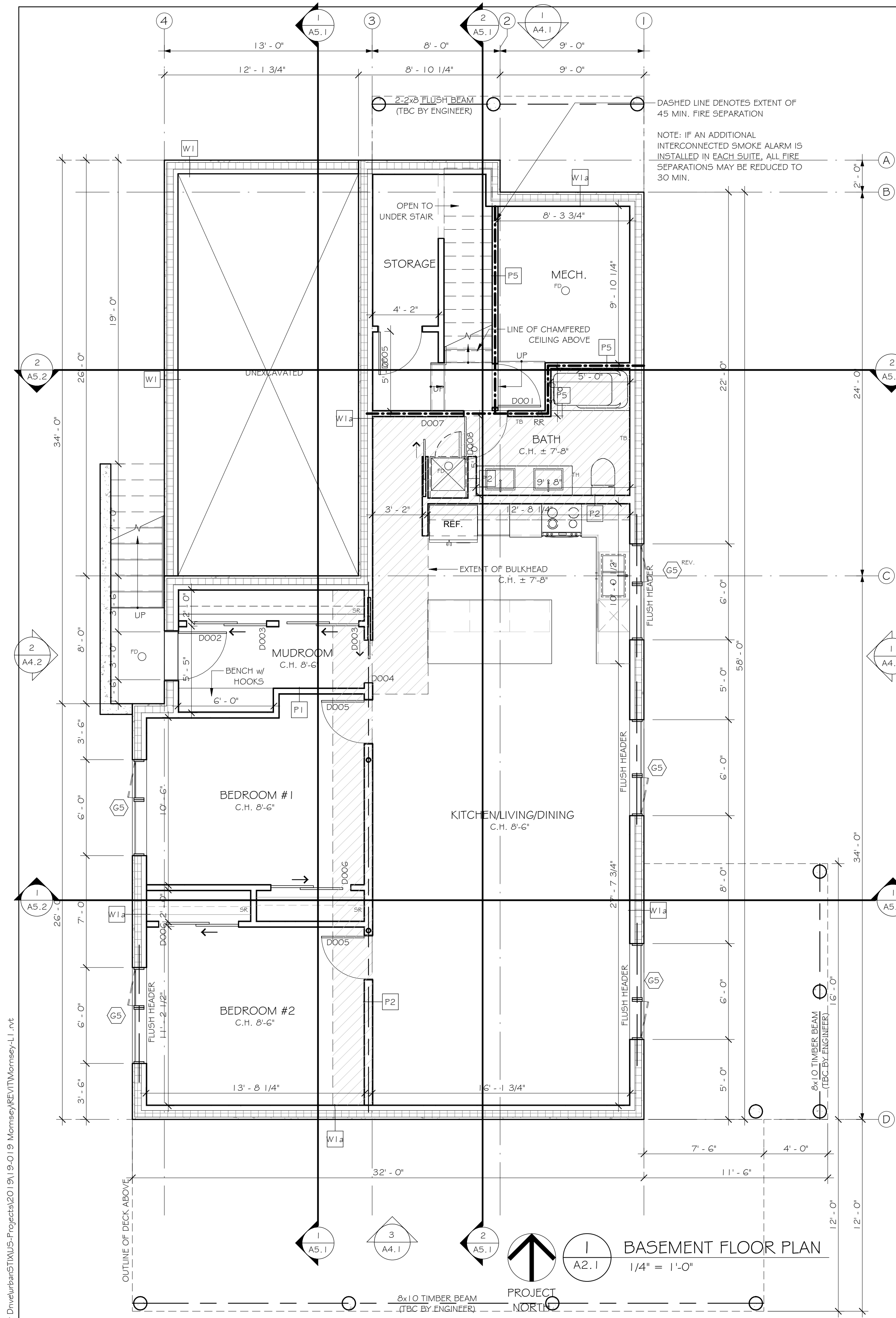
10 Single Track Way  
Fernie, BC VoB 1M1  
250.423.8800  
www.urbanstix.ca

DRAWING TITLE  
SITE PLAN & BUILDING  
CODE SUMMARY

Development Permit	DVP-439
Building Permit	TBD
SHEET	BUILDING

A1.2 1

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**FLOOR PLAN LEGEND**  
(APPLIED TO THIS SHEET ONLY)

- ALL INTERIOR PARTITIONS TO BE P-1 UNLESS OTHERWISE NOTED.
- DOOR ROUGH OPENING TO BE SET 4" FROM HINGE SIDE TO ADJACENT STUD UNLESS OTHERWISE NOTED.
- CLOSET DOORS TO BE CENTRED IN CLOSET UNLESS OTHERWISE NOTED.

**ABBREVIATION LEGEND**

AA	30"x24" ATTIC ACCESS HATCH
CC	COAT CLOSET
DBLE	DOUBLE SHELF
DR	DOUBLE ROD
DW	DISH WASHER
EP	ELECTRICAL PANEL
FD	FLOOR DRAIN
FRN	FURNACE
HB	HOSE BIB
HWT	HOT WATER TANK
HR	HANDRAIL
MC	MEDICINE CABINET
REF	REFRIGERATOR
RR	RADON ROUGH-IN - REFER TO DETAIL 1/AG.1
SR	SINGLE ROD
TB	TOWEL BAR
TH	TOILET PAPER HOLDER

--- DEPICTS EXTENT OF FIRE RATED ASSEMBLY

- PROVIDE NATURAL OR MECHANICAL VENTILATION FOR HEATED CRAWL SPACE AS PER 9.32.3.7

1 BUILDING PERMIT	21-04-12
No DESCRIPTION	DATE
PROJECT 19-019	

MORRISEY COURT	
LOT 81-MONTANE FERNIE, BC	
LOT 81, DISTRICT LOT 4589	
LEGAL ADDRESS	PLAN EPP
Drawn By JS	Date (YY-MM-DD) 20-08-24



10 Single Track Way  
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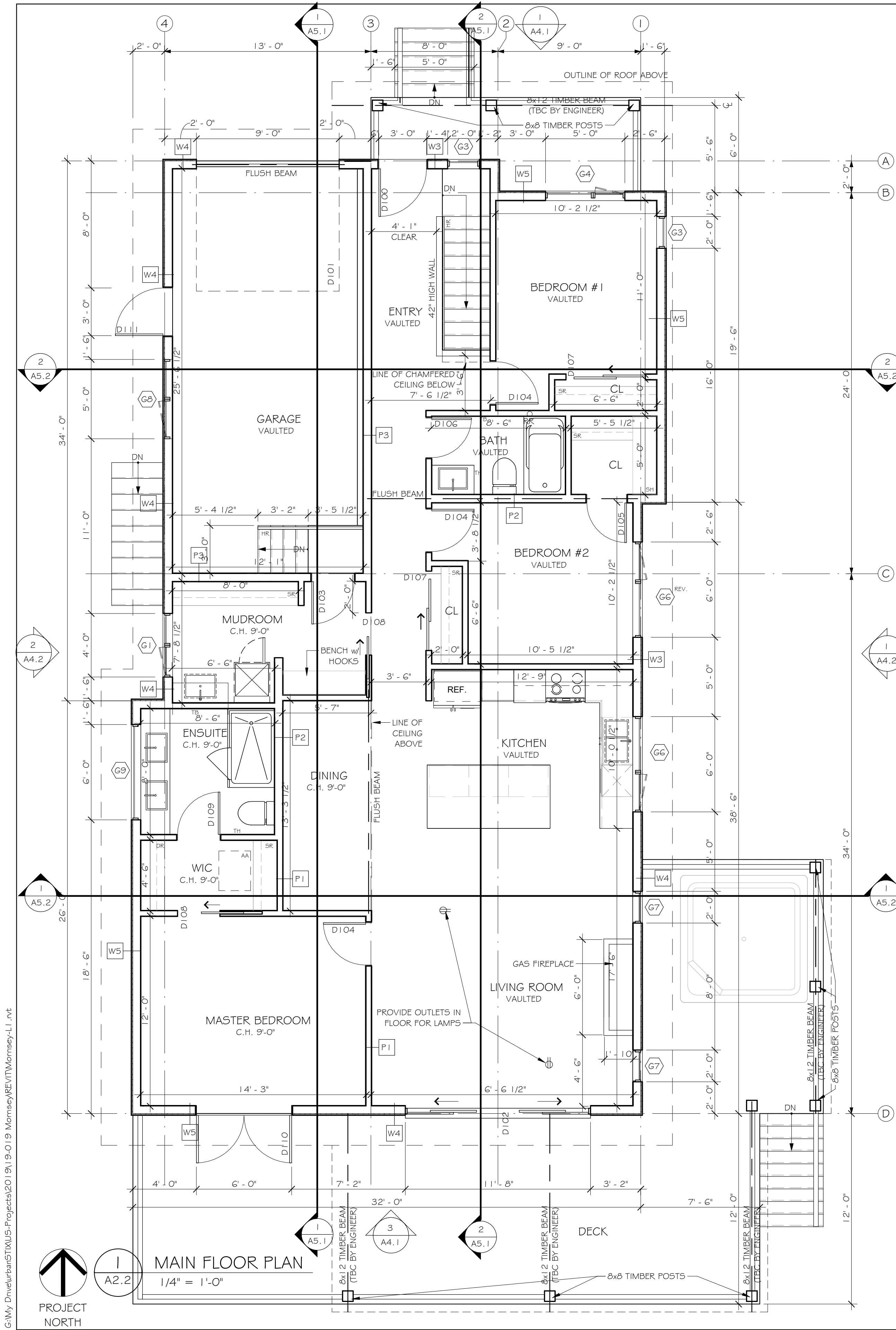
DRAWING TITLE  
**BASEMENT & FOUNDATION PLAN**

Development Permit	DVP-439
Building Permit	TBD
SHEET	BUILDING

**A2.1** 1

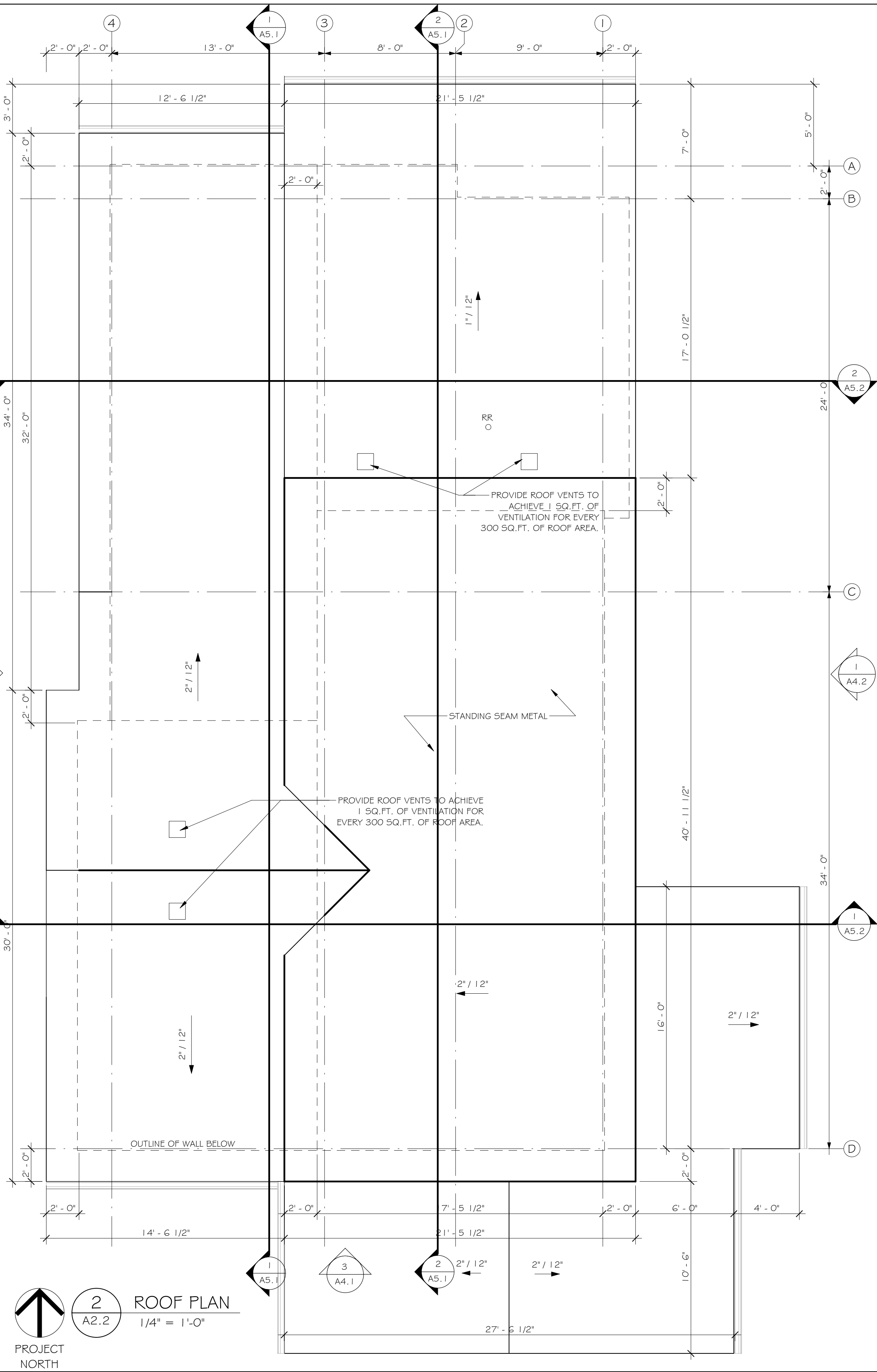
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MAIN FLOOR PLAN

1/4" = 1'-0"



ROOF PLAN

1/4" = 1'-0"

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FLOOR PLAN LEGEND

(APPLIED TO THIS SHEET ONLY)

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--- DEPICTS EXTENT OF FIRE RATED ASSEMBLY

1	BUILDING PERMIT	21-04-12
No	DESCRIPTION	DATE

PROJECT 19-019  
**MORRISEY COURT**  
LOT 81-MONTANE  
FERNIE, BC

LEGAL ADDRESS	LOT 81, DISTRICT LOT 4589
PLAN EPP	
Drawn By	Date (YY-MM-DD)
JS	20-08-24

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DRAWING TITLE  
**MAIN FLOOR & ROOF PLAN**

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Building Permit	TBD
SHEET	BUILDING

**A2.2**  
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# MORRISEY COURT - BLDG 2



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A2.1	BASEMENT & FOUNDATION PLAN
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A5.2	BUILDING SECTIONS
A6.1	SECTION DETAILS
A6.2	SECTION DETAILS
A6.3	SECTION DETAILS

ISSUED FOR

1 BUILDING PERMIT

21-04-12



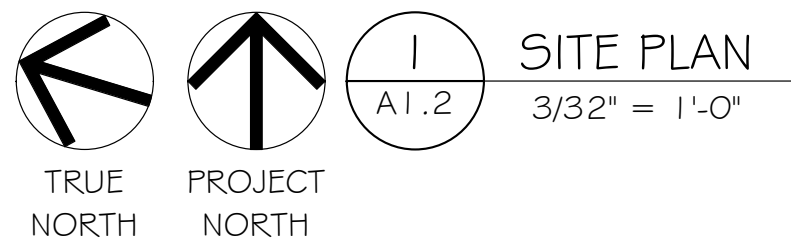
10 Single Track Way 250.423.8800  
Fernie, BC VoB 1M1 www.urbanstix.ca

PROJECT # 19-019  
ADDRESS LOT 81-MONTANE  
FERNIE, BC  
Legal Address LOT 81, DISTRICT LOT 45.69  
PLAN EPP

Development Permit DVP-439  
Building Permit TBD

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'PROJECT 19-019

MORRISEY COURT

LOT 8 | -MONTANE  
FERNIE, BC

LOT 81, DISTRICT LOT 4589

LEGAL ADDRESS PLAN EFF

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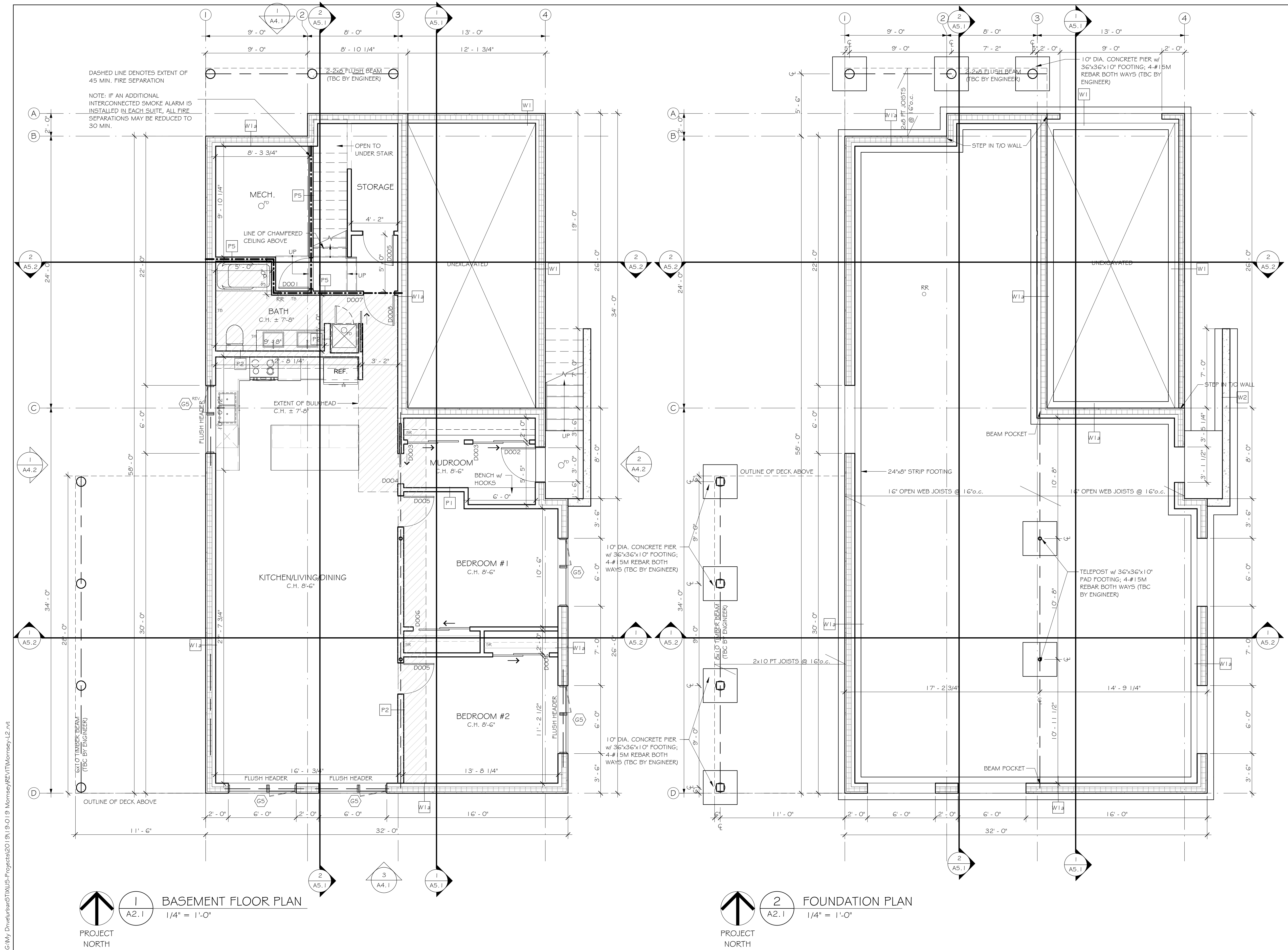
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Building Permit	TBD

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**FLOOR PLAN LEGEND**  
(APPLIED TO THIS SHEET ONLY)

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2. DOOR ROUGH OPENING TO BE SET 4" FROM HINGE SIDE TO ADJACENT STUD UNLESS OTHERWISE NOTED.  
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**ABBREVIATION LEGEND**

AA 30"x24" ATTIC ACCESS HATCH  
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DR DOUBLE ROD  
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EP ELECTRICAL PANEL  
FD FLOOR DRAIN  
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REF REFRIGERATOR  
RR RADON ROUGH-IN - REFER TO DETAIL 1/AG.1  
SR SINGLE ROD  
TB TOWEL BAR  
TH TOILET PAPER HOLDER

--- DEPICTS EXTENT OF FIRE RATED ASSEMBLY

4. PROVIDE NATURAL OR MECHANICAL VENTILATION FOR HEATED CRAWL SPACE AS PER 9.32.3.7

1 BUILDING PERMIT	21-04-12
No DESCRIPTION	DATE
PROJECT 19-019	

**MORRISEY COURT**  
LOT 81-MONTANE  
FERNIE, BC

LOT 81, DISTRICT LOT 4589  
LEGAL ADDRESS PLAN EPP

Drawn By Date (YY-MM-DD)  
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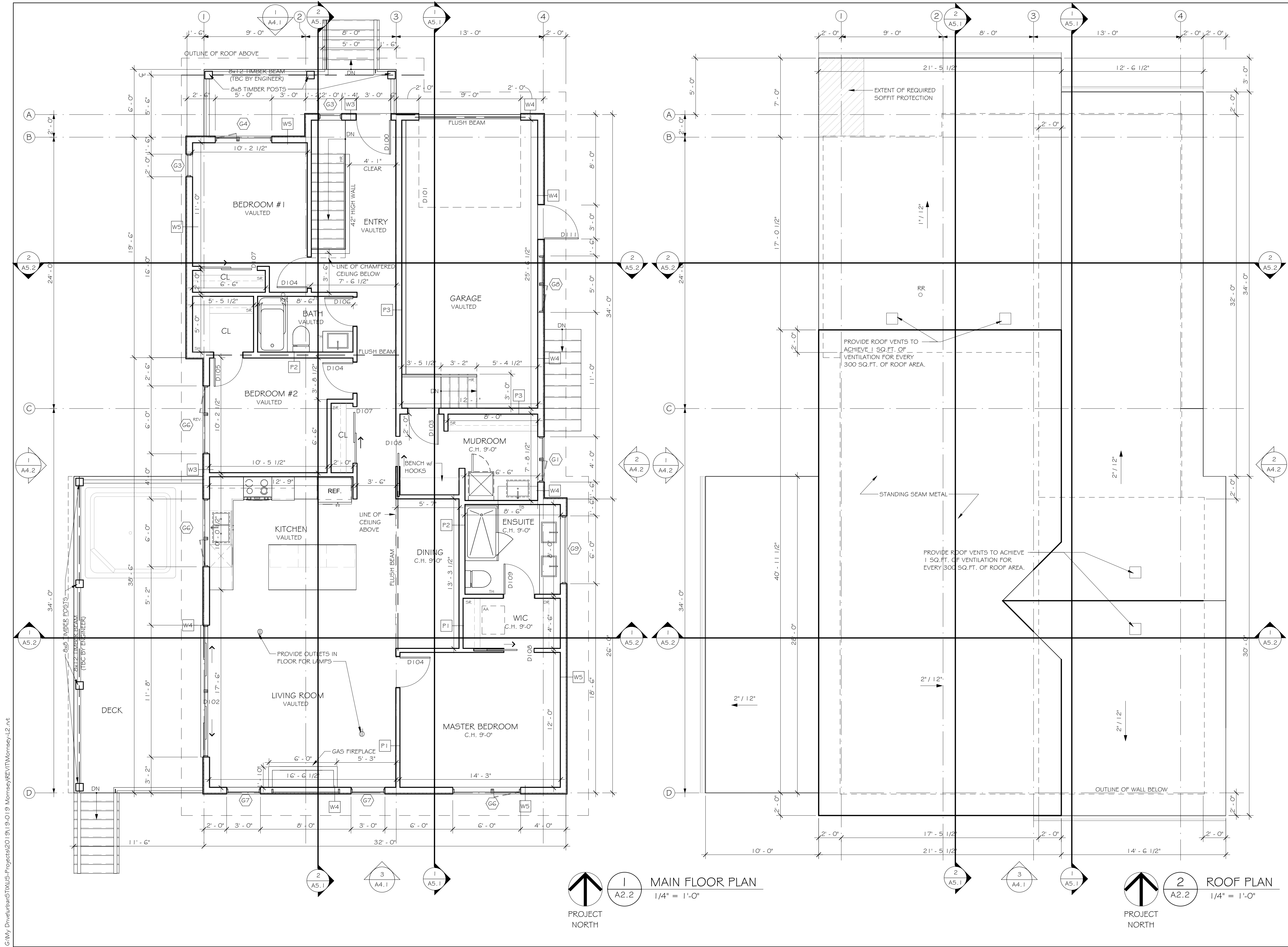
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DRAWING TITLE  
**BASEMENT & FOUNDATION PLAN**

Development Permit DVP-439	Building Permit TBC
SHEET	BUILDING
<b>A2.1</b>	<b>2</b>

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FLOOR PLAN LEGEND

(APPLIED TO THIS SHEET ONLY)

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1/AG.1	
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TH	TOILET PAPER HOLDER

--- DEPICTS EXTENT OF FIRE RATED ASSEMBLY

1	BUILDING PERMIT	21-04-12
No	DESCRIPTION	DATE

PROJECT 19-019

MORRISEY COURT  
LOT 81-MONTANE  
FERNIE, BC

LEGAL ADDRESS	LOT 81, DISTRICT LOT 4589
PLAN EPP	
Drawn By	Date (YY-MM-DD)
JS	20-08-24



10 Single Track Way  
Fernie, BC VoB 1M1 250.423.8800  
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DRAWING TITLE  
MAIN FLOOR & ROOF  
PLAN

Development Permit	DVP-439
Building Permit	TBD
SHEET	BUILDING

A2.2 2

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# MORRISEY COURT - BLDG 3



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A5.2	BUILDING SECTIONS
A6.1	SECTION DETAILS
A6.2	SECTION DETAILS
A6.3	SECTION DETAILS

ISSUED FOR

1 BUILDING PERMIT

21-04-12



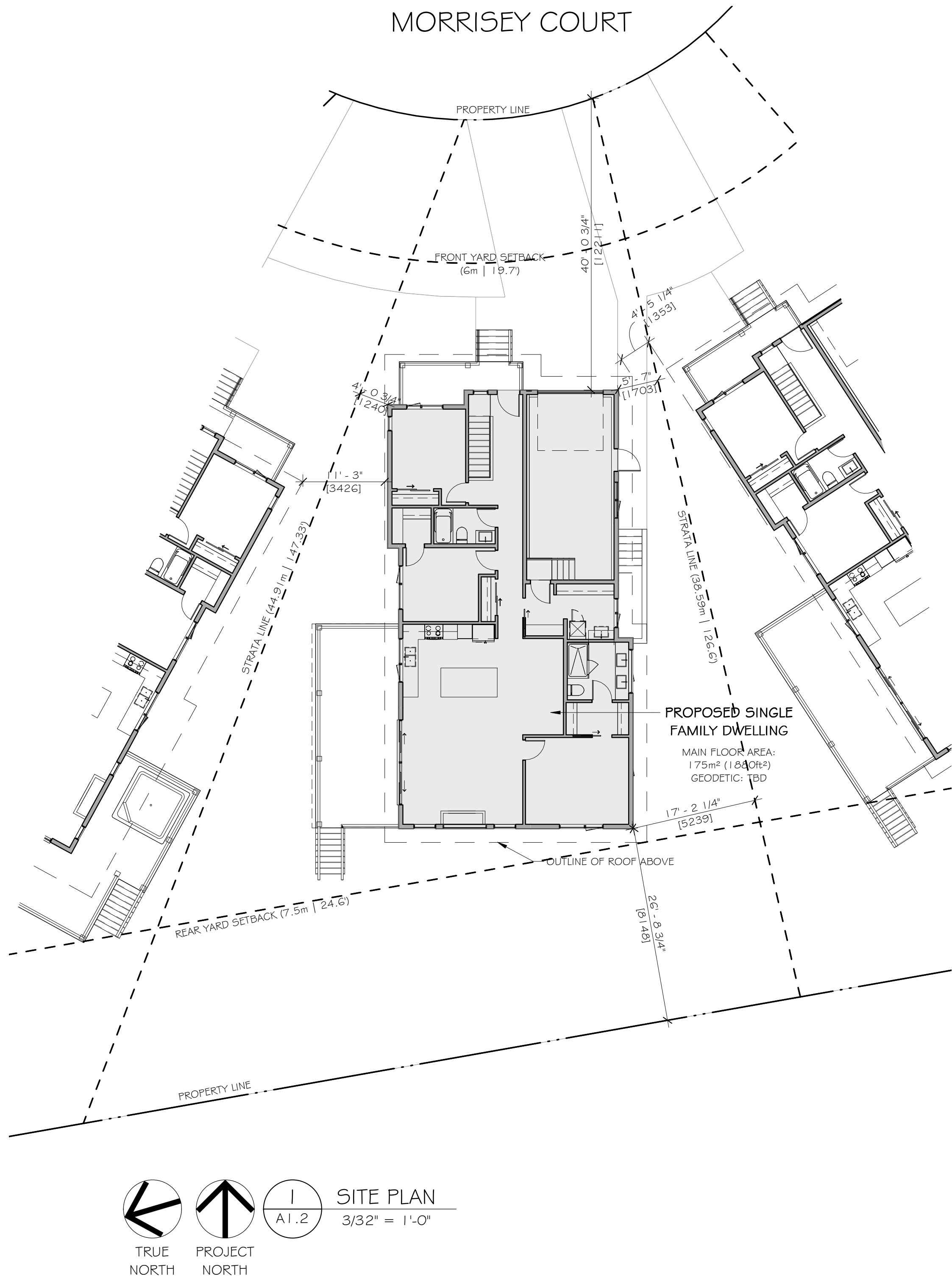
10 Single Track Way 250.423.8800  
Fernie, BC VoB 1M1 www.urbanstix.ca

PROJECT # 19-019  
ADDRESS LOT 81-MONTANE  
FERNIE, BC  
Legal Address LOT 81, DISTRICT LOT 4569  
PLAN EPP

Development Permit DVP-439  
Building Permit TBD

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BUILDING CODE SUMMARY - B.C.B.C. 2018 PART 9: HOUSING AND SMALL BUILDINGS		
BUILDING INFORMATION	CLASSIFICATION	SINGLE FAMILY DWELLING UNIT - PART 9
	TYPE OF CONSTRUCTION	COMBUSTIBLE (WOOD FRAMING)
	BUILDING STOREY	1
	BUILDING AREA	175m²/1880ft²
	STREETS FACING	1
FIRE PROTECTION	FLAME SPREAD RATING	9.10.3.2
	SPRINKLERED	NON-SPRINKLERED
	SEPARATION OF SUITES	9.10.9.1.4 A 45 MIN. FIRE SEPARATION IS REQUIRED BETWEEN SUITES. IF ADDITIONAL SMOKE ALARMS ARE INSTALLED AND INTERCONNECTED IN EACH SUITE AS PER 9.10.19.5, THIS MAY BE REDUCED TO 30 MIN.
	SEPARATION OF STORAGE GARAGES	9.10.9.1.6 NO SEPARATION IS REQUIRED. DOORS MUST CONFORM TO 9.10.13.15.
	SEPARATION OF APPLIANCES	9.10.10.4 FUEL-FIRED APPLIANCES SHALL BE LOCATED IN A SERVICE ROOM HAVING THE SAME FIRE-SEPARATION RATING AS THAT REQUIRED BETWEEN THE DWELLING UNITS AS PER 9.10.9.1.4
	FIRE RESISTANCE RATINGS OF EXPOSED BUILDING FACES	9.10.15.5(3) WHERE THE LIMITING DISTANCE IS BETWEEN 0.6m AND 1.2m, THE EXPOSING BUILDING FACE AND EXTERIOR WALL LOCATED ABOVE THE FACE SHALL HAVE A FIRE RESISTANCE RATING OF NOTE LESS THAN 45 MINUTES. THE CLADDING SHALL CONFORM TO ARTICLE 9.10.15.5(3)
EGRESS	PROTECTION OF SOFFITS	9.10.15.5(1) WHERE SOFFIT PROJECTS LESS THAN 1.2m FROM A PROPERTY LINE OR AN IMAGINARY LINE BETWEEN TWO BUILDINGS OR FIRE COMPARTMENTS ON THE SAME PROPERTY, THEY SHALL HAVE NO OPENINGS AND BE PROTECTED AS INDICATED IN ARTICLE 9.10.15.5(1)(b)
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	FROM BEDROOM - SIZE	9.9.10.1(2) MINIMUM SIZE OF 0.35m² WITH NO DIMENSION LESS THAN 380mm.
	UNOBSTRUCTED HALLWAY WIDTH	9.5.4.1
STAIRS	EXIT DOORS	9.9.6.3 MINIMUM SIZE OF 0.35m² WITH NO DIMENSION THAN 380mm.
	WIDTH	9.8.2.1(2) MINIMUM: 860mm
	HEADROOM CLEARANCE	9.8.2.2(3) 1950mm MINIMUM
	FLOOR TO FLOOR	9.8.3.3 3700mm MAXIMUM
	RISER	TABLE 9.8.4.1 MINIMUM: 125mm MAXIMUM: 200mm
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	TREAD - RECTANGULAR - DEPTH	TABLE 9.8.4.2 MINIMUM: 235mm MAXIMUM: 355mm
	TREAD - ANGLED	9.8.4.3 -
	WINDERS	9.8.4.5(1) ANGLE OF 30° or 45° ONLY. 9.8.4.5(2) SET OF WINDERS ARE NOT TO TURN THROUGH MORE THAN 90°
	NOSING	9.8.4.6 NOSING SHALL HAVE A ROUNDED OR BEVELED EDGE EXTENDING NOT LESS THAN 6mm AND NOT MORE THAN 14mm, MEASURED HORIZONTALLY FROM THE FRONT EDGE OF NOSING.
	DIMENSION OF LANDING	9.8.6.3 MINIMUM: 865mm
	HANDRAIL - HEIGHT	9.8.7.2(2) MAXIMUM: 965mm MINIMUM: 865mm
DOORS	GUARDRAIL - HEIGHT	9.8.8.3(2)
	ENTRY DOOR	TABLE 9.5.5.1 810x1980mm MINIMUM
	STAIR TO FLOOR w/ FINISHED SPACE	TABLE 9.5.5.1 810x1980mm MINIMUM
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	STORAGE GARAGE EGRESS DOOR	9.7.2.4 760x1980mm MINIMUM
	BALCONY DOOR	9.7.2.5 760x1980mm MINIMUM
	ALL OTHER DOORS	TABLE 9.5.5.1 760x1980mm MINIMUM

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1	BUILDING PERMIT	21-04-12
No	DESCRIPTION	DATE

PROJECT 19-019

## MORRISSEY COURT

LOT 81 - MONTANE  
FERNIE, BC

LOT 81, DISTRICT LOT 4589	
LEGAL ADDRESS	PLAN EPP
Drawn By	Date (YY-MM-DD)
JS	20-08-24



10 Single Track Way  
Fernie, BC VoB 1M1 www.urbanstix.ca

DRAWING TITLE

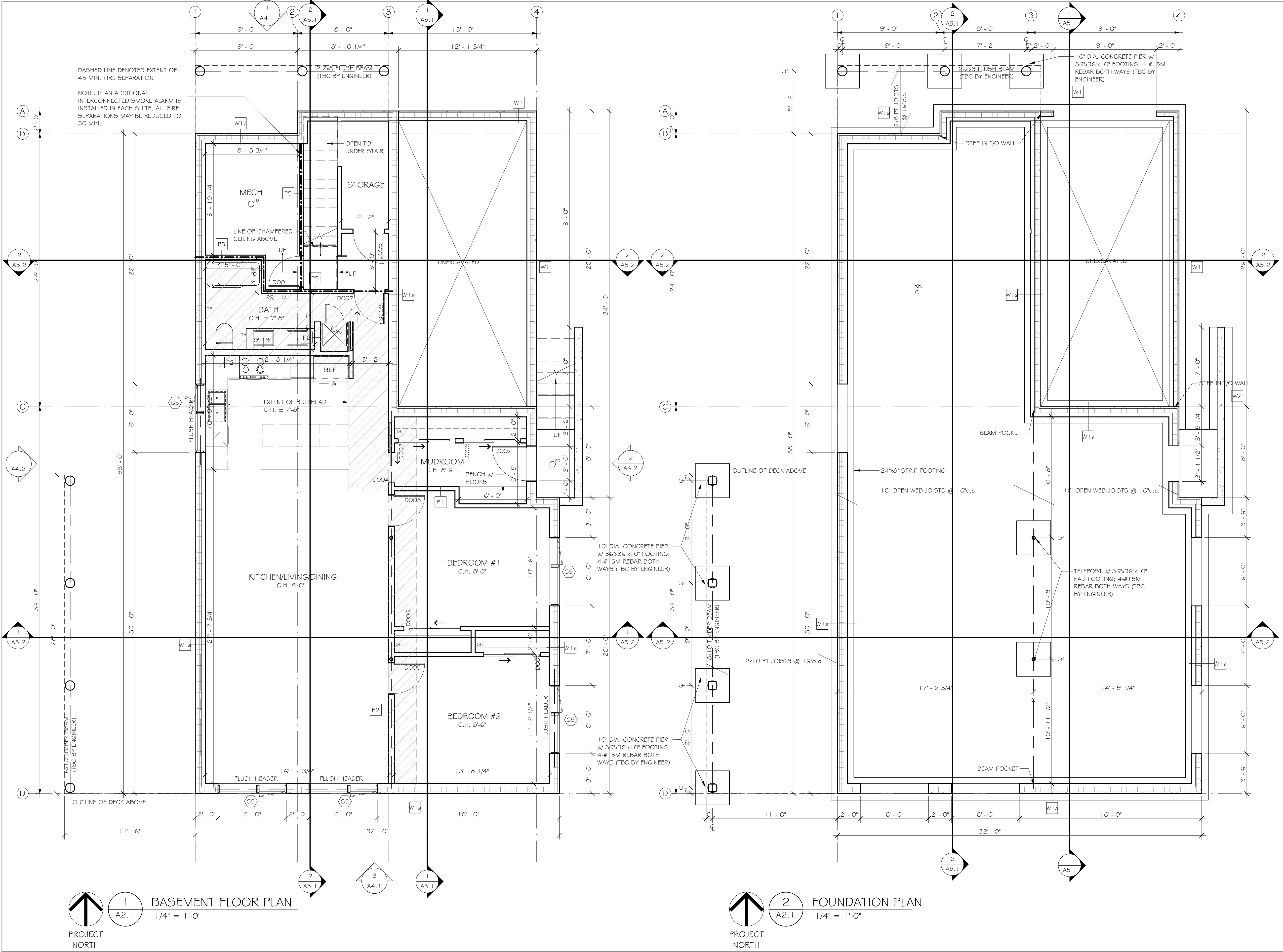
## SITE PLAN & BUILDING CODE SUMMARY

Development Permit	DVP-439
Building Permit	TBD
SHEET	BUILDING

A1.2

3

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**FLOOR PLAN LEGEND**  
(APPLIED TO THIS SHEET ONLY)

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2. DOOR ROUGH OPENING TO BE SET 4" FROM HINGE SIDE TO ADJACENT STUD UNLESS OTHERWISE NOTED.  
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**ABBREVIATION LEGEND**  
AA 30"x24" ATTIC ACCESS HATCH  
CC COAT CLOSET  
DBLE DOUBLE SHELF  
DR DOUBLE ROD  
DW DISH WASHER  
EP ELECTRICAL PANEL  
FD FLOOR DRAIN  
FRN FURNACE  
HB HOSE BIB  
HWT HOT WATER TANK  
HR HANDRAIL  
MC MEDICINE CABINET  
REF REFRIGERATOR  
RR RADON ROUGH-IN - REFER TO DETAIL 1/AG.1  
SR SINGLE ROD  
TB TOWEL BAR  
TH TOILET PAPER HOLDER

--- DEPICTS EXTENT OF FIRE RATED ASSEMBLY

4. PROVIDE NATURAL OR MECHANICAL VENTILATION FOR HEATED CRAWL SPACE AS PER 9.32.3.7

1 BUILDING PERMIT	21-04-12
No DESCRIPTION	DATE
PROJECT 19-019	

**MORRISEY COURT**  
LOT 81-MONTANE  
FERNIE, BC

LOT 81, DISTRICT LOT 4589  
LEGAL ADDRESS PLAN EPP

Drawn By JS Date (YY-MM-DD) 20-08-24

**urbanSTIX**  
ARCHITECTURE INC.

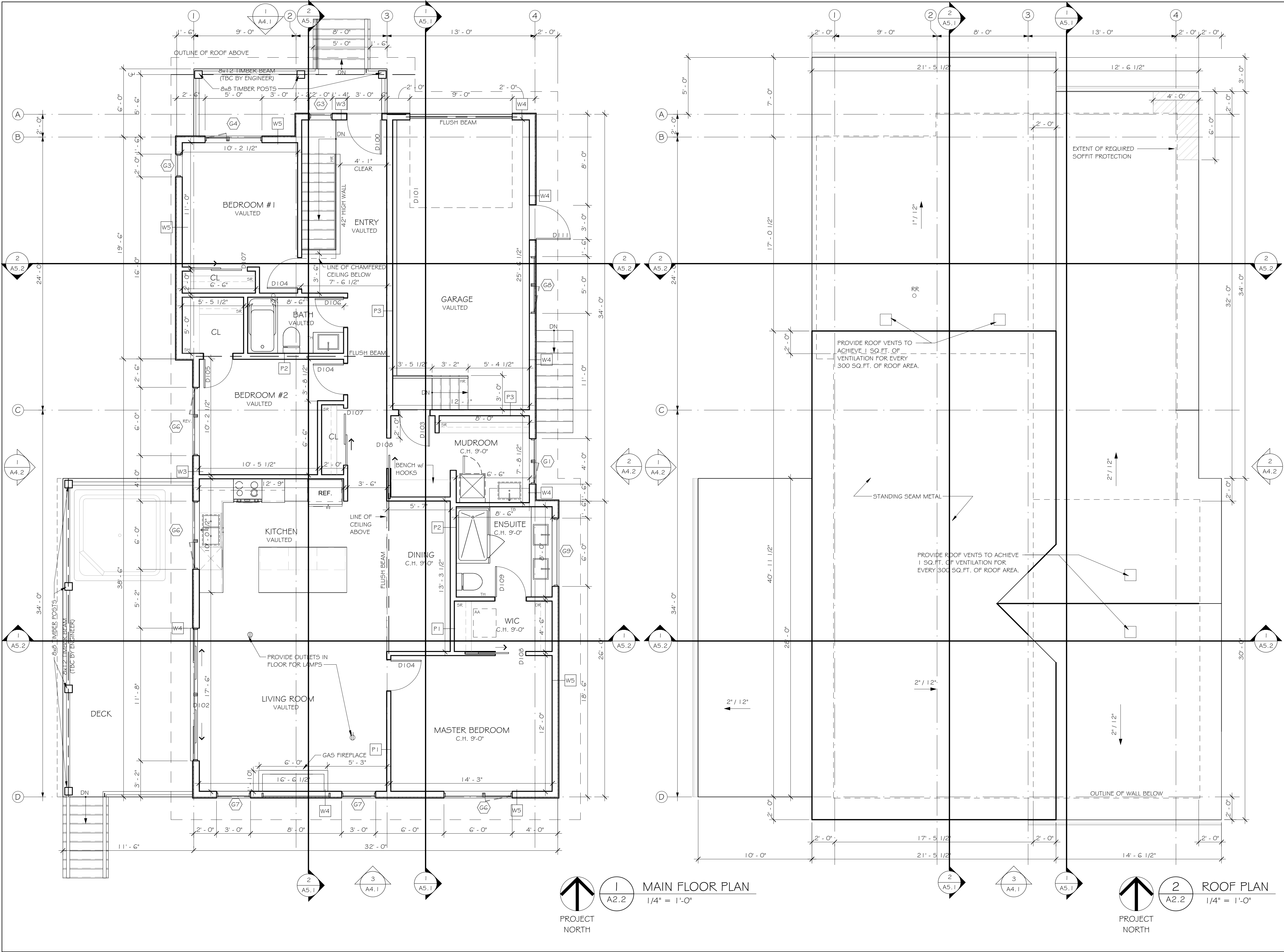
10 Single Track Way Fernie, BC V0B 1M1 250.423.8800 www.urbanstix.ca

DRAWING TITLE  
**BASEMENT & FOUNDATION PLAN**

Development Permit DVP-439	Building Permit TBD
SHEET	BUILDING
<b>A2.1</b>	<b>3</b>

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4. DO NOT SCALE DRAWINGS.

FLOOR PLAN LEGEND

(APPLIED TO THIS SHEET ONLY)

1. ALL INTERIOR PARTITIONS TO BE P1 UNLESS OTHERWISE NOTED.
2. DOOR ROUGH OPENING TO BE SET 4" FROM HINGE SIDE TO ADJACENT STUD UNLESS OTHERWISE NOTED.
3. CLOSET DOORS TO BE CENTRED IN CLOSET UNLESS OTHERWISE NOTED.

ABBREVIATION LEGEND

- AA 30x24" ATTIC ACCESS HATCH  
CC COAT CLOSET  
DBLE DOUBLE SHELF  
DR DOUBLE ROD  
DW DISH WASHER  
EP ELECTRICAL PANEL  
FD FLOOR DRAIN  
FRN FURNACE  
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MC MEDICINE CABINET  
REF REFRIDGERATOR  
RR RADON ROUGH-IN - REFER TO DETAIL  
1/AG.1  
SR SINGLE ROD  
TB TOWEL BAR  
TH TOILET PAPER HOLDER

--- DEPICTS EXTENT OF FIRE RATED ASSEMBLY

1 BUILDING PERMIT	21-04-12
No DESCRIPTION	DATE
PROJECT 19-019	

MORRISSEY COURT

LOT 81-MONTANE  
FERNIE, BC

LEGAL ADDRESS	PLAN EPP
Drawn By	Date (YY-MM-DD)
JS	20-08-24



10 Single Track Way  
Fernie, BC VoB 1M1  
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DRAWING TITLE  
MAIN FLOOR & ROOF  
PLAN

Development Permit	DVP-439
Building Permit	TBD
SHEET	BUILDING

A2.2 3

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# MORRISEY COURT - BLDG 4



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A0.2	WINDOW SCHEDULE
A0.3	WINDOW SEQUENCE DIAGRAMS
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A1.1A	OVERALL PARCEL PLAN
A1.2	SITE PLAN & BUILDING CODE SUMMARY
A2.1	BASEMENT & FOUNDATION PLAN
A2.2	MAIN FLOOR & ROOF PLAN
A4.1	ELEVATIONS
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A5.1	BUILDING SECTIONS
A5.2	BUILDING SECTIONS
A6.1	SECTION DETAILS
A6.2	SECTION DETAILS
A6.3	SECTION DETAILS

ISSUED FOR

1 BUILDING PERMIT 21-04-12



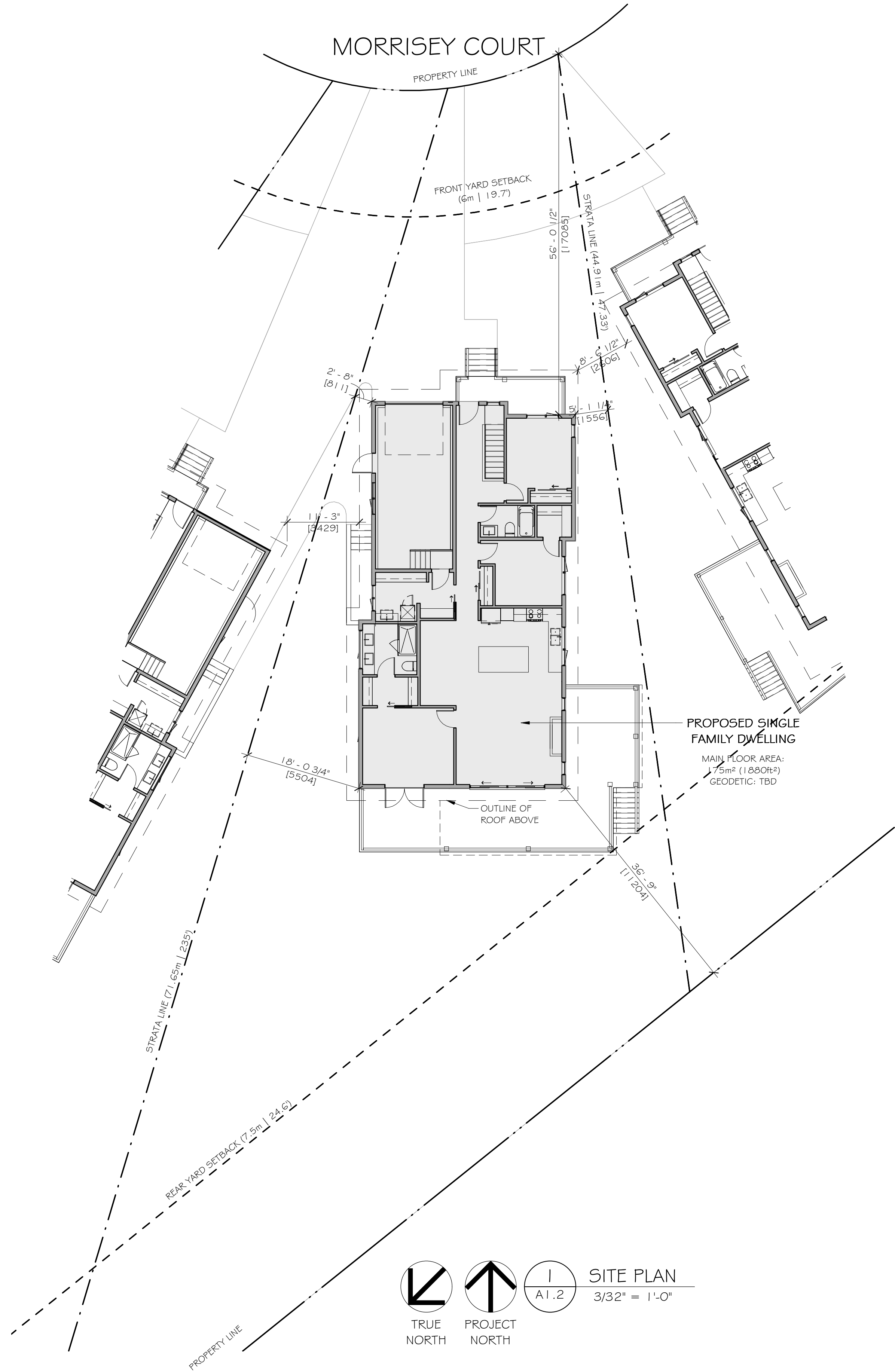
10 Single Track Way 250.423.8800  
Fernie, BC VoB 1M1 www.urbanstix.ca

PROJECT # 19-019  
ADDRESS LOT 81-MONTANE  
FERNIE, BC  
Legal Address LOT 81, DISTRICT LOT 4589  
PLAN EPP  
Development Permit DVP-439  
Building Permit TBD

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BUILDING CODE SUMMARY

- B.C.B.C. 2018 PART 9: HOUSING AND SMALL BUILDINGS

BUILDING INFORMATION	CLASSIFICATION		SINGLE FAMILY DWELLING UNIT - PART 9
	TYPE OF CONSTRUCTION		COMBUSTIBLE (WOOD FRAMING)
	BUILDING STOREY		1
	BUILDING AREA		175m²/1880ft²
	STREETS FACING		1
FIRE PROTECTION	FLAME SPREAD RATING	9.10.3.2	
	SPRINKLERED		NON-SPRINKLERED
	SEPARATION OF SUITES	9.10.9.14	A 45 MIN. FIRE SEPARATION IS REQUIRED BETWEEN SUITES. IF ADDITIONAL SMOKE ALARMS ARE INSTALLED AND INTERCONNECTED IN EACH SUITE AS PER 9.10.19.5, THIS MAY BE REDUCED TO 30 MIN.
	SEPARATION OF STORAGE GARAGES	9.10.9.16	NO SEPARATION IS REQUIRED. DOORS MUST CONFORM TO 9.10.13.15.
	SEPARATION OF APPLIANCES	9.10.10.4	FUEL-FIRED APPLIANCES SHALL BE LOCATED IN A SERVICE ROOM HAVING THE SAME FIRE-SEPARATION RATING AS THAT REQUIRED BETWEEN THE DWELLING UNITS AS PER 9.10.9.14
	FIRE RESISTANCE RATINGS OF EXPOSED BUILDING FACES	9.10.15.5(3)	WHERE THE LIMITING DISTANCE IS BETWEEN 0.6m AND 1.2m, THE EXPOSING BUILDING FACE AND EXTERIOR WALL LOCATED ABOVE THE FACE SHALL HAVE A FIRE RESISTANCE RATING OF NOT LESS THAN 45 MINUTES. THE CLADDING SHALL CONFORM TO ARTICLE 9.10.15.5(3)
EGRESS	PROTECTION OF SOFFITS	9.10.15.5(1.1)	WHERE SOFFIT PROJECTS LESS THAN 1.2m FROM A PROPERTY LINE OR AN IMAGINARY LINE BETWEEN TWO BUILDINGS OR FIRE COMPARTMENTS ON THE SAME PROPERTY, THEY SHALL HAVE NO OPENINGS AND BE PROTECTED AS INDICATED IN ARTICLE 9.10.15.5(1.1)(b)
	FROM BEDROOM - QUANTITY	9.9.10.1(1)	MINIMUM ONE (1) OUTSIDE WINDOW OR DOOR REQUIRED.
	FROM BEDROOM - SIZE	9.9.10.1(2)	MINIMUM SIZE OF 0.35m² WITH NO DIMENSION LESS THAN 380mm.
	UNOBSTRUCTED HALLWAY WIDTH	9.5.4.1	
STAIRS	EXIT DOORS	9.9.6.3	MINIMUM SIZE OF 0.35m² WITH NO DIMENSION THAN 380mm.
	WIDTH	9.8.2.1(2)	MINIMUM: 860mm
	HEADROOM CLEARANCE	9.8.2.2(3)	1950mm MINIMUM
	FLOOR TO FLOOR	9.8.3.3	3700mm MAXIMUM
	RISER	TABLE 9.8.4.1	MINIMUM: 125mm MAXIMUM: 200mm
	TREAD - RECTANGULAR - RUN	TABLE 9.8.4.2	MINIMUM: 210mm MAXIMUM: 355mm
	TREAD - RECTANGULAR - DEPTH	TABLE 9.8.4.2	MINIMUM: 235mm MAXIMUM: 355mm
	TREAD - ANGLED	9.8.4.3	-
	WINDERS	9.8.4.5(1) 9.8.4.5(2)	ANGLE OF 30° or 45° ONLY. SET OF WINDERS ARE NOT TO TURN THROUGH MORE THAN 90°
	NOSING	9.8.4.6	NOSING SHALL HAVE A ROUNDED OR BEVELED EDGE EXTENDING NOT LESS THAN 6mm AND NOT MORE THAN 14mm, MEASURED HORIZONTALLY FROM THE FRONT EDGE OF NOSING.
	DIMENSION OF LANDING	9.8.6.3	MINIMUM: 865mm MAXIMUM: 965mm
	HANDRAIL - HEIGHT	9.8.7.2(2)	MINIMUM: 865mm
DOORS	GUARDRAIL - HEIGHT	9.8.8.3(2)	
	ENTRY DOOR	TABLE 9.5.5.1	810x1980mm MINIMUM
	STAIR TO FLOOR w/ FINISHED SPACE	TABLE 9.5.5.1	810x1980mm MINIMUM
	WALK-IN CLOSET	TABLE 9.5.5.1	610x1980mm MINIMUM
	BATHROOM	TABLE 9.5.5.1 9.5.5.3(1)	610x1980mm MINIMUM 710x1980mm MINIMUM
	STORAGE GARAGE EGRESS DOOR	9.7.2.4	760x1980mm MINIMUM
	BALCONY DOOR	9.7.2.5	760x1980mm MINIMUM
	ALL OTHER DOORS	TABLE 9.5.5.1	760x1980mm MINIMUM

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1	BUILDING PERMIT	21-04-12
No	DESCRIPTION	DATE

PROJECT 19-019

MORRISSEY COURT

LOT 81 - MONTANE  
FERNIE, BC

LOT 81, DISTRICT LOT 4589	
LEGAL ADDRESS	PLAN EPP
Drawn By	Date (YY-MM-DD)
JS	20-08-24



10 Single Track Way  
Ferne, BC VoB 1M1  
250.423.8800  
www.urbanstix.ca

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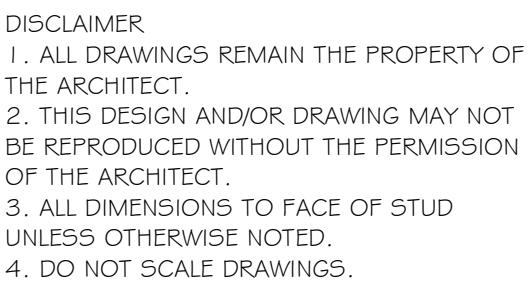
SITE PLAN & BUILDING  
CODE SUMMARY

Development Permit	DVP-439
Building Permit	TBD
SHEET	BUILDING

A1.2

4

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2. DOOR ROUGH OPENING TO BE SET 4" FROM HINGE SIDE TO ADJACENT STUD UNLESS OTHERWISE NOTED.
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### ABBREVIATION LEGEND

AA	30"x24" ATTIC ACCESS HATCH
AC	COAT CLOSET
DBLE	DOUBLE SHELF
DR	DOUBLE ROD
DW	DISH WASHER
EP	ELECTRICAL PANEL
FD	FLOOR DRAIN
FRN	FURNACE
HB	HOSE BIB
HWT	HOT WATER TANK
HR	HANDRAIL
MC	MEDICINE CABINET
REF	REFRIGERATOR
	RACON ROUGH-IN - REFER TO DETAIL
SR	SINGLE ROD
TH	TOWEL BAR
TI	TOILET PAPER HOLDER

— · — DEPICTS EXTENT OF FIRE  
RATED ASSEMBLY

4. PROVIDE NATURAL OR MECHANICAL VENTILATION FOR HEATED CRAWL SPACE AS PER 9.32.3.7

1	BUILDING PERMIT	21-04-12
No	DESCRIPTION	DATE
PROJECT 19-019		

LOT 81 -MONTANE  
FERNIE, BC

LOT 81, DISTRICT LOT 4589  
LEGAL ADDRESS PLAN EPP \_\_\_\_\_  
Drawn By Date (YY-MM-DD)  
JS 20-08-24



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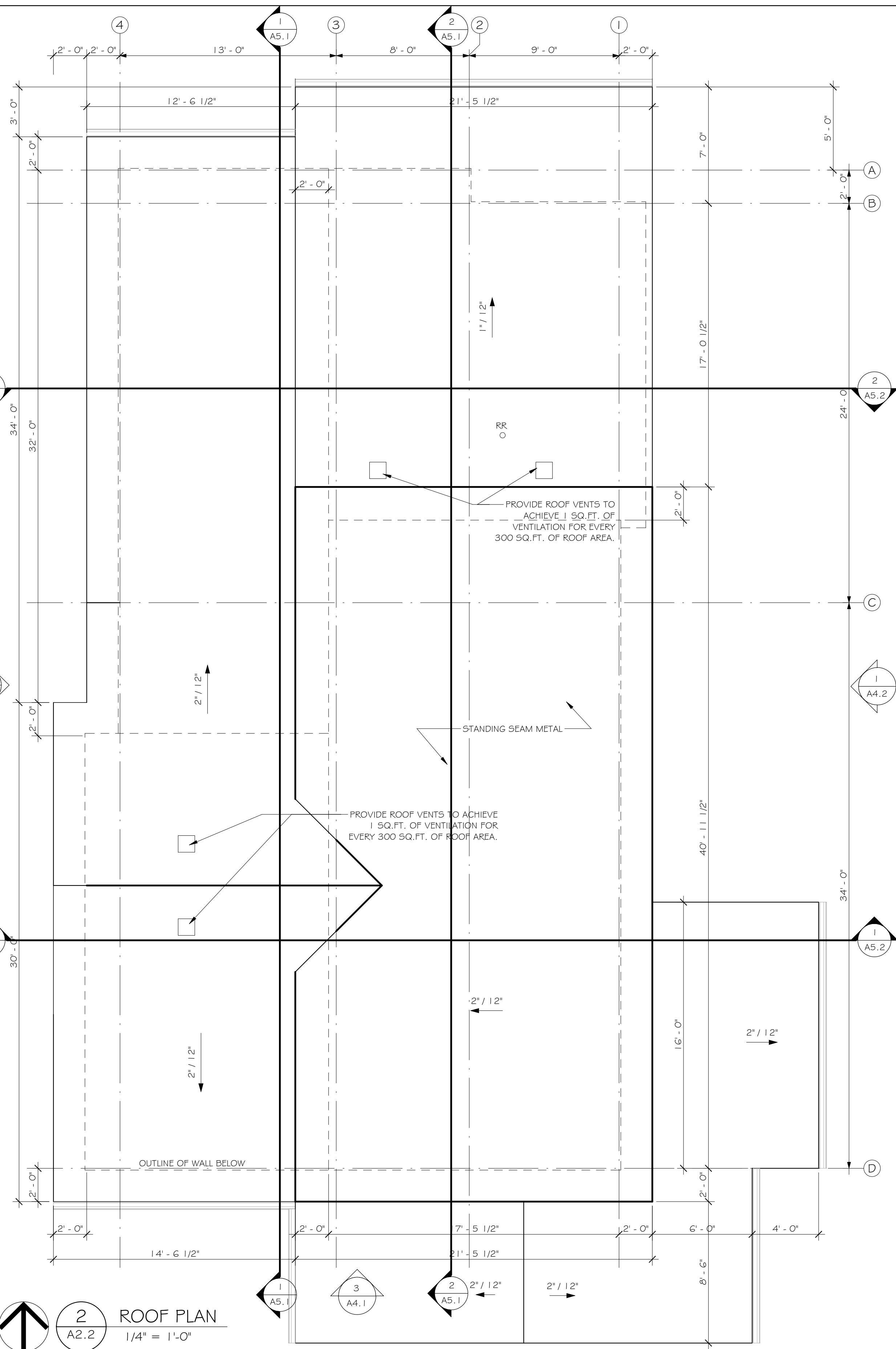
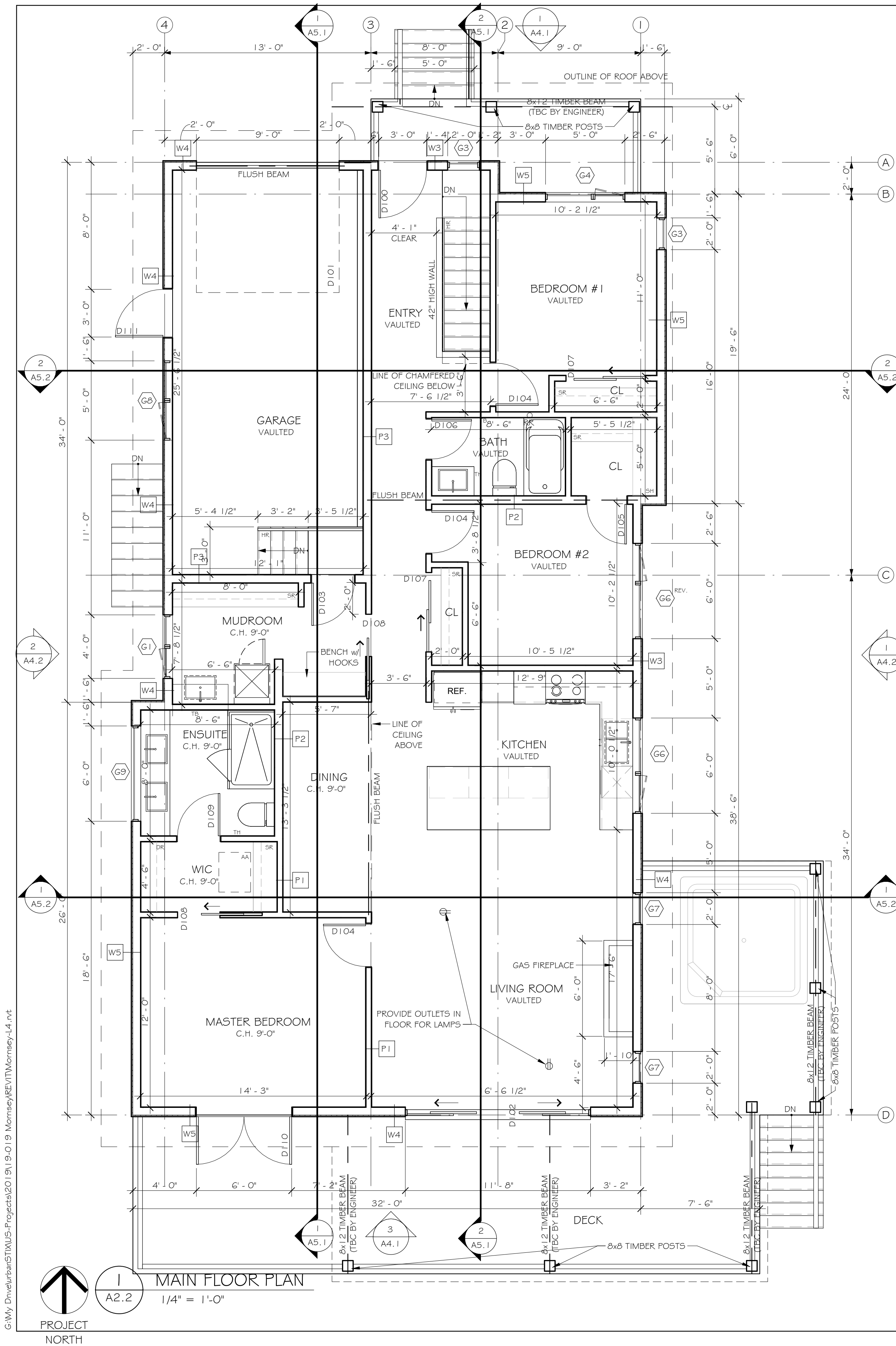
BASEMENT &  
FOUNDATION PLAN

Development Permit	DVP-439
Building Permit	TBD
SHEET	BUILDING

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FLOOR PLAN LEGEND

(APPLIED TO THIS SHEET ONLY)

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HR	HANDRAIL
MC	MEDICINE CABINET
REF	REFRIGERATOR
RR	RADON ROUGH-IN - REFER TO DETAIL
SR	1/AG.1 SINGLE ROD
TB	TOWEL BAR
TH	TOILET PAPER HOLDER

--- DEPICTS EXTENT OF FIRE RATED ASSEMBLY

1 BUILDING PERMIT	21-04-12
No DESCRIPTION	DATE
PROJECT 19-019	

MORRISEY COURT

LOT 81-MONTANE  
FERNIE, BC

LEGAL ADDRESS	PLAN EPP
Drawn By	Date (YY-MM-DD)
JS	20-08-24



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Ferne, BC V0B 1M1  
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DRAWING TITLE  
MAIN FLOOR & ROOF  
PLAN

Development Permit	DVP-439
Building Permit	TBD
SHEET	BUILDING

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# MORRISEY COURT - BLDG 5



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A5.1	BUILDING SECTIONS
A5.2	BUILDING SECTIONS
A6.1	SECTION DETAILS
A6.2	SECTION DETAILS
A6.3	SECTION DETAILS

ISSUED FOR

2 IFC	21-04-09
1 BUILDING PERMIT	20-10-06



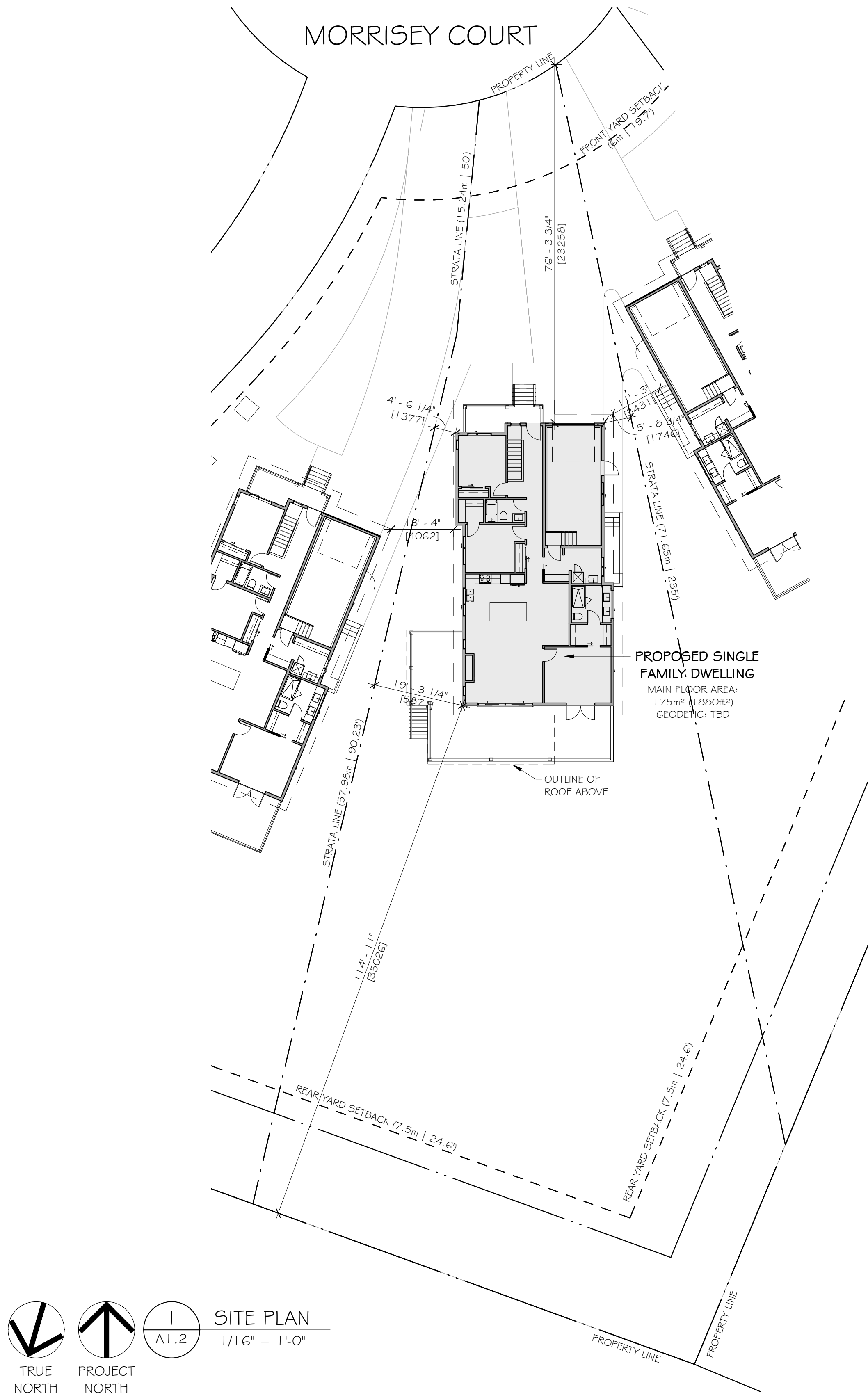
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PROJECT #	19-019
ADDRESS	LOT 81-MONTANE FERNIE, BC
Legal Address	LOT 81, DISTRICT LOT 4589 PLAN EPP

Development Permit	DVP-439
Building Permit	TBD

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TRUE NORTH

PROJECT NORTH

1

A1.2

SITE PLAN

1/16" = 1'-0"

BUILDING CODE SUMMARY - B.C.B.C. 2018 PART 9: HOUSING AND SMALL BUILDINGS		
BUILDING INFORMATION	CLASSIFICATION	SINGLE FAMILY DWELLING UNIT - PART 9
	TYPE OF CONSTRUCTION	COMBUSTIBLE (WOOD FRAMING)
	BUILDING STOREY	1
	BUILDING AREA	175m²/1880ft²
	STREETS FACING	1
FIRE PROTECTION	FLAME SPREAD RATING	9.10.3.2
	SPRINKLERED	NON-SPRINKLERED
	SEPARATION OF SUITES	9.10.9.14 A 45 MIN. FIRE SEPARATION IS REQUIRED BETWEEN SUITES. IF ADDITIONAL SMOKE ALARMS ARE INSTALLED AND INTERCONNECTED IN EACH SUITE AS PER 9.10.19.5, THIS MAY BE REDUCED TO 30 MIN.
	SEPARATION OF STORAGE GARAGES	9.10.9.16 NO SEPARATION IS REQUIRED. DOORS MUST CONFORM TO 9.10.13.15.
	SEPARATION OF APPLIANCES	9.10.10.4 FUEL-FIRED APPLIANCES SHALL BE LOCATED IN A SERVICE ROOM HAVING THE SAME FIRE-SEPARATION RATING AS THAT REQUIRED BETWEEN THE DWELLING UNITS AS PER 9.10.9.14
	FIRE RESISTANCE RATINGS OF EXPOSED BUILDING FACES	9.10.15.5(3) WHERE THE LIMITING DISTANCE IS BETWEEN 0.6m AND 1.2m, THE EXPOSING BUILDING FACE AND EXTERIOR WALL LOCATED ABOVE THE FACE SHALL HAVE A FIRE RESISTANCE RATING OF NOTE LESS THAN 45 MINUTES. THE CLADDING SHALL CONFORM TO ARTICLE 9.10.15.5(3)
EGRESS	PROTECTION OF SOFFITS	9.10.15.5(1) WHERE SOFFIT PROJECTS LESS THAN 1.2m FROM A PROPERTY LINE OR AN IMAGINARY LINE BETWEEN TWO BUILDINGS OR FIRE COMPARTMENTS ON THE SAME PROPERTY, THEY SHALL HAVE NO OPENINGS AND BE PROTECTED AS INDICATED IN ARTICLE 9.10.15.5(1)(b)
	FROM BEDROOM - QUANTITY	9.9.10.1(1) MINIMUM ONE (1) OUTSIDE WINDOW OR DOOR REQUIRED.
	FROM BEDROOM - SIZE	9.9.10.1(2) MINIMUM SIZE OF 0.35m² WITH NO DIMENSION LESS THAN 380mm.
	UNOBSTRUCTED HALLWAY WIDTH	9.5.4.1
STAIRS	EXIT DOORS	9.9.6.3 MINIMUM SIZE OF 0.35m² WITH NO DIMENSION THAN 380mm.
	WIDTH	9.8.2.1(2) MINIMUM: 860mm
	HEADROOM CLEARANCE	9.8.2.2(3) 1950mm MINIMUM
	FLOOR TO FLOOR	9.8.3.3 3700mm MAXIMUM
	RISER	TABLE 9.8.4.1 MINIMUM: 125mm MAXIMUM: 200mm
	TREAD - RECTANGULAR - RUN	TABLE 9.8.4.2 MINIMUM: 210mm MAXIMUM: 355mm
	TREAD - RECTANGULAR - DEPTH	TABLE 9.8.4.2 MINIMUM: 235mm MAXIMUM: 355mm
	TREAD - ANGLED	9.8.4.3 -
	WINDERS	9.8.4.5(1) ANGLE OF 30° or 45° ONLY. 9.8.4.5(2) SET OF WINDERS ARE NOT TO TURN THROUGH MORE THAN 90°
	NOSING	9.8.4.6 NOSING SHALL HAVE A ROUNDED OR BEVELED EDGE EXTENDING NOT LESS THAN 6mm AND NOT MORE THAN 14mm, MEASURED HORIZONTALLY FROM THE FRONT EDGE OF NOSING.
	DIMENSION OF LANDING	9.8.6.3 MINIMUM: 865mm MAXIMUM: 965mm
	HANDRAIL - HEIGHT	9.8.7.2(2) MINIMUM: 865mm
DOORS	GUARDRAIL - HEIGHT	9.8.8.3(2)
	ENTRY DOOR	TABLE 9.5.5.1 810x1980mm MINIMUM
	STAIR TO FLOOR w/ FINISHED SPACE	TABLE 9.5.5.1 810x1980mm MINIMUM
	WALK-IN CLOSET	TABLE 9.5.5.1 610x1980mm MINIMUM
	BATHROOM	TABLE 9.5.5.1 610x1980mm MINIMUM 9.5.5.3(1) 710x1980mm MINIMUM
	STORAGE GARAGE EGRESS DOOR	9.7.2.4 760x1980mm MINIMUM
	BALCONY DOOR	9.7.2.5 760x1980mm MINIMUM
	ALL OTHER DOORS	TABLE 9.5.5.1 760x1980mm MINIMUM

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2. IFC	21-04-09
1. BUILDING PERMIT	20-10-06
No DESCRIPTION	DATE

PROJECT 19-019

MORRISSEY COURT

LOT 81 - MONTANE  
FERNIE, BC

LOT 81, DISTRICT LOT 4589

LEGAL ADDRESS PLAN EPP

Drawn By Date (YY-MM-DD)

JS 20-08-24



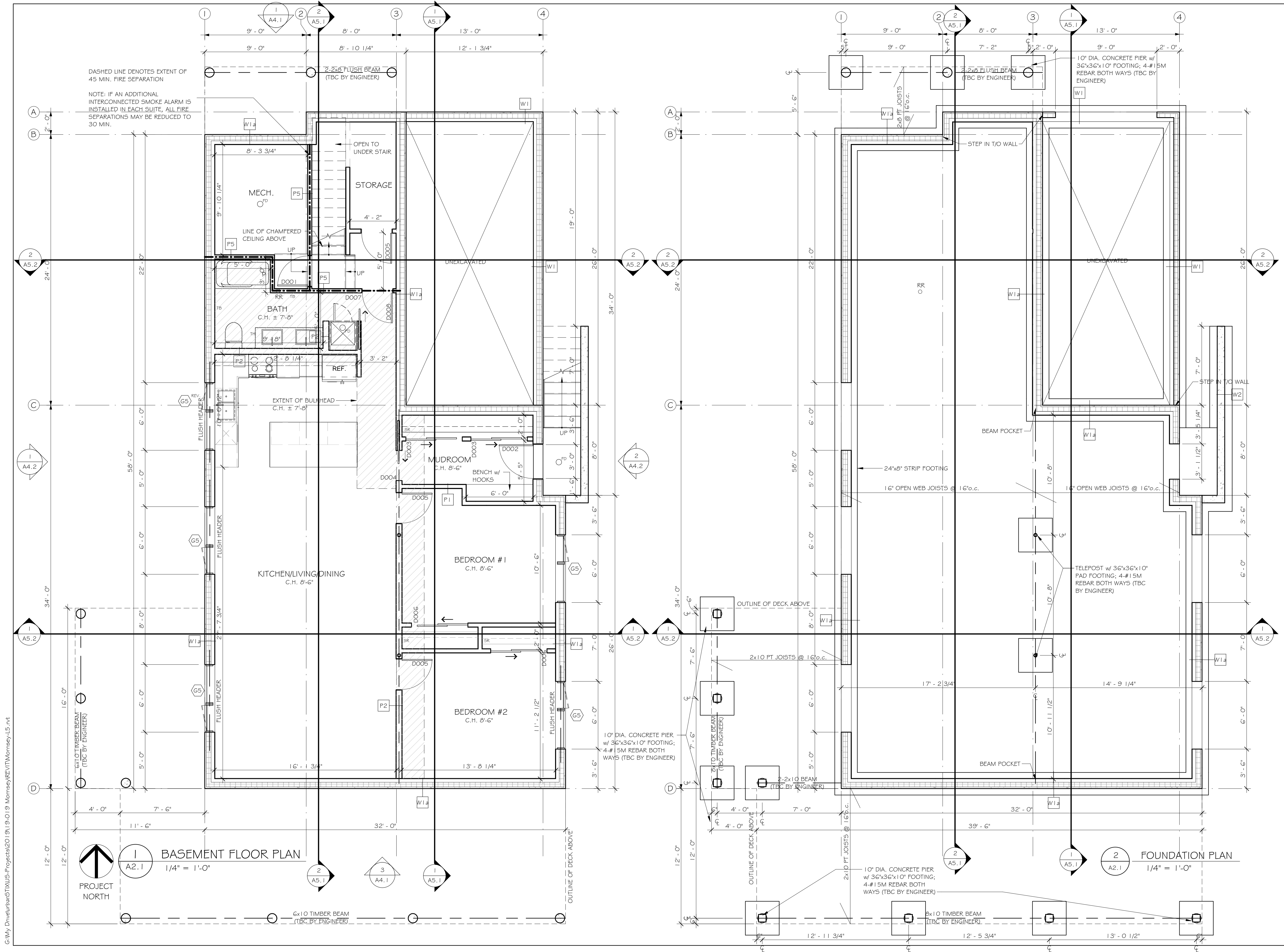
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Fernie, BC Vo8 1M1 www.urbanstix.ca

DRAWING TITLE  
SITE PLAN & BUILDING  
CODE SUMMARY

Development Permit	DVP-439
Building Permit	TBD
SHEET	BUILDING

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FLOOR PLAN LEGEND  
(APPLIED TO THIS SHEET ONLY)

1. ALL INTERIOR PARTITIONS TO BE P-1 UNLESS OTHERWISE NOTED.
2. DOOR ROUGH OPENING TO BE SET 4" FROM HINGE SIDE TO ADJACENT STUD UNLESS OTHERWISE NOTED.
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- AA 30"x24" ATTIC ACCESS HATCH  
CC COAT CLOSET  
DBLE DOUBLE SHELF  
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EP ELECTRICAL PANEL  
FD FLOOR DRAIN  
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--- DEPICTS EXTENT OF FIRE RATED ASSEMBLY

4. PROVIDE NATURAL OR MECHANICAL VENTILATION FOR HEATED CRAWL SPACE AS PER 9.32.3.7

2 IFC	21-04-09
1 BUILDING PERMIT	20-10-06
No DESCRIPTION	DATE

PROJECT 19-019

MORRISEY COURT  
LOT 81-MONTANE  
FERNIE, BC

LOT 81, DISTRICT LOT 4589  
LEGAL ADDRESS PLAN EPP  
Drawn By Date (YY-MM-DD)  
JS 20-08-24

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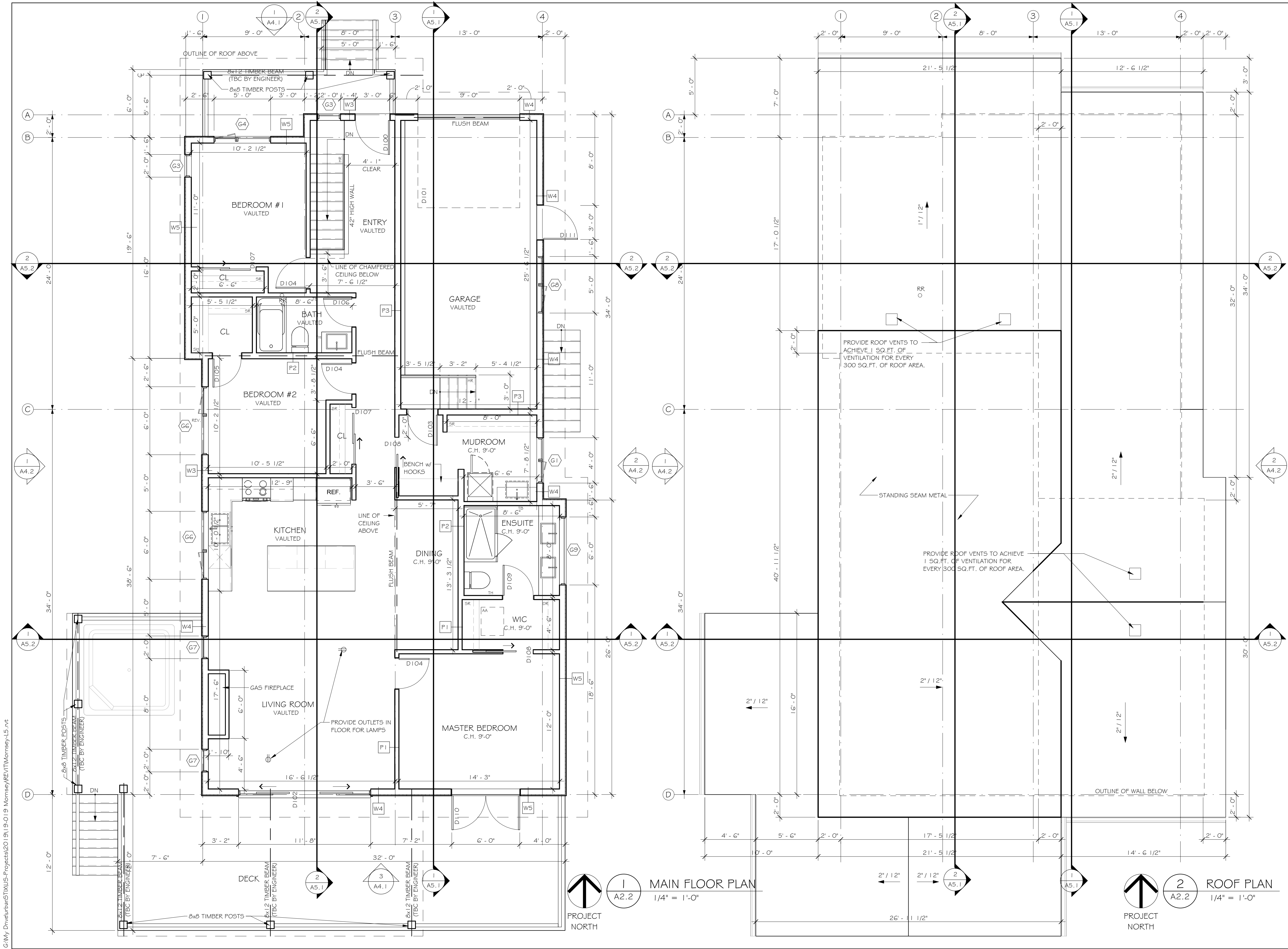
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DRAWING TITLE  
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SHEET BUILDING

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I/AG.1	
SR	SINGLE ROD
TB	TOWEL BAR
TH	TOILET PAPER HOLDER
---	DEPCTS EXTENT OF FIRE RATED ASSEMBLY

2 IFC	21-04-09
1 BUILDING PERMIT	20-10-06
No DESCRIPTION	DATE

PROJECT 19-019

MORRISEY COURT

LOT 81-MONTANE  
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LEGAL ADDRESS	PLAN EPP
Drawn By	Date (YY-MM-DD)
JS	20-08-24



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SHEET	BUILDING

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# MORRISEY COURT - BLDG 6



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ISSUED FOR

1 BUILDING PERMIT 21-04-12



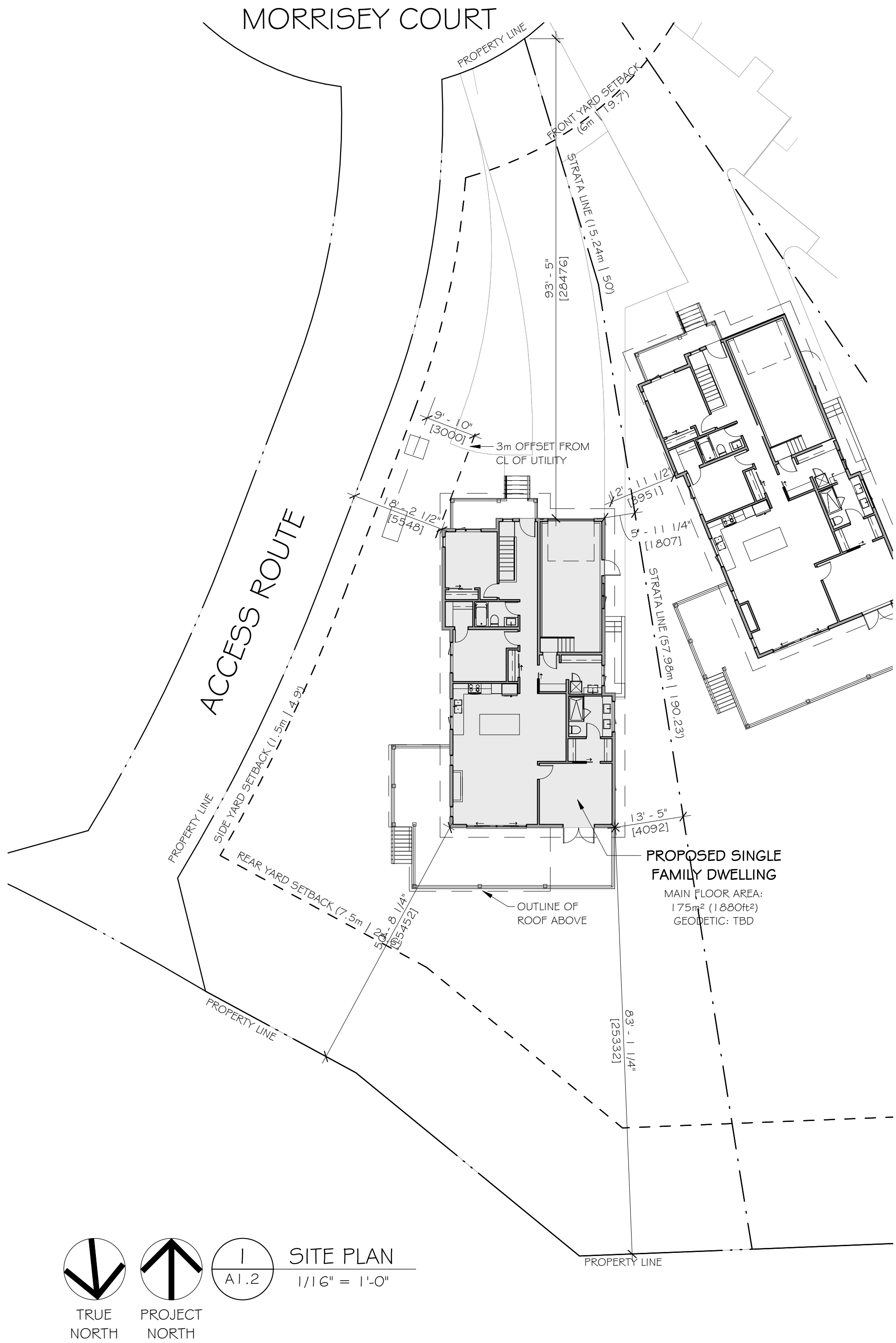
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PROJECT # 19-019  
ADDRESS LOT 81-MONTANE  
FERNIE, BC  
Legal Address LOT 81, DISTRICT LOT 45.69  
PLAN EPP

Development Permit DVP-439  
Building Permit TBD

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BUILDING CODE SUMMARY - B.C.B.C. 2018 PART 9: HOUSING AND SMALL BUILDINGS		
BUILDING INFORMATION	CLASSIFICATION	SINGLE FAMILY DWELLING UNIT - PART 9
	TYPE OF CONSTRUCTION	COMBUSTIBLE (WOOD FRAMING)
	BUILDING STOREY	1
	BUILDING AREA	175m²/1880ft²
	STREETS FACING	1
FIRE PROTECTION	FLAME SPREAD RATING	9.10.3.2
	SPRINKLERED	NON-SPRINKLERED
	SEPARATION OF SUITES	9.10.9.14 A 45 MIN. FIRE SEPARATION IS REQUIRED BETWEEN SUITES. IF ADDITIONAL SMOKE ALARMS ARE INSTALLED AND INTERCONNECTED IN EACH SUITE AS PER 9.10.19.5, THIS MAY BE REDUCED TO 30 MIN.
	SEPARATION OF STORAGE GARAGES	9.10.9.16 NO SEPARATION IS REQUIRED. DOORS MUST CONFORM TO 9.10.13.15.
	SEPARATION OF APPLIANCES	9.10.10.4 FUEL-FIRED APPLIANCES SHALL BE LOCATED IN A SERVICE ROOM HAVING THE SAME FIRE-SEPARATION RATING AS THAT REQUIRED BETWEEN THE DWELLING UNITS AS PER 9.10.9.14
	FIRE RESISTANCE RATINGS OF EXPOSED BUILDING FACES	9.10.15.5(3) WHERE THE LIMITING DISTANCE IS BETWEEN 0.6m AND 1.2m, THE EXPOSING BUILDING FACE AND EXTERIOR WALL LOCATED ABOVE THE FACE SHALL HAVE A FIRE RESISTANCE RATING OF NOTE LESS THAN 45 MINUTES. THE CLADDING SHALL CONFORM TO ARTICLE 9.10.15.5(3)
EGRESS	PROTECTION OF SOFFITS	9.10.15.5(1) WHERE SOFFIT PROJECTS LESS THAN 1.2m FROM A PROPERTY LINE OR AN IMAGINARY LINE BETWEEN TWO BUILDINGS OR FIRE COMPARTMENTS ON THE SAME PROPERTY, THEY SHALL HAVE NO OPENINGS AND BE PROTECTED AS INDICATED IN ARTICLE 9.10.15.5(1)(b)
	FROM BEDROOM - QUANTITY	9.9.10.1(1) MINIMUM ONE (1) OUTSIDE WINDOW OR DOOR REQUIRED.
	FROM BEDROOM - SIZE	9.9.10.1(2) MINIMUM SIZE OF 0.35m² WITH NO DIMENSION LESS THAN 380mm.
	UNOBSTRUCTED HALLWAY WIDTH	9.5.4.1
STAIRS	EXIT DOORS	9.9.6.3 MINIMUM SIZE OF 0.35m² WITH NO DIMENSION THAN 380mm.
	WIDTH	9.8.2.1(2) MINIMUM: 860mm
	HEADROOM CLEARANCE	9.8.2.2(3) 1950mm MINIMUM
	FLOOR TO FLOOR	9.8.3.3 3700mm MAXIMUM
	RISER	TABLE 9.8.4.1 MINIMUM: 125mm MAXIMUM: 200mm
	TREAD - RECTANGULAR - RUN	TABLE 9.8.4.2 MINIMUM: 210mm MAXIMUM: 355mm
	TREAD - RECTANGULAR - DEPTH	TABLE 9.8.4.2 MINIMUM: 235mm MAXIMUM: 355mm
	TREAD - ANGLED	9.8.4.3 -
	WINDERS	9.8.4.5(1) ANGLE OF 30° or 45° ONLY. 9.8.4.5(2) SET OF WINDERS ARE NOT TO TURN THROUGH MORE THAN 90°
	NOSING	9.8.4.6 NOSING SHALL HAVE A ROUNDED OR BEVELED EDGE EXTENDING NOT LESS THAN 6mm AND NOT MORE THAN 14mm, MEASURED HORIZONTALLY FROM THE FRONT EDGE OF NOSING.
DOORS	DIMENSION OF LANDING	9.8.6.3 MINIMUM: 865mm
	HANDRAIL - HEIGHT	9.8.7.2(2) MAXIMUM: 965mm MINIMUM: 865mm
	GUARDRAIL - HEIGHT	9.8.8.3(2)
	ENTRY DOOR	TABLE 9.5.5.1 810x1980mm MINIMUM
	STAIR TO FLOOR w/ FINISHED SPACE	TABLE 9.5.5.1 810x1980mm MINIMUM
	WALK-IN CLOSET	TABLE 9.5.5.1 610x1980mm MINIMUM
	BATHROOM	TABLE 9.5.5.1 610x1980mm MINIMUM 9.5.5.3(1) 710x1980mm MINIMUM
	STORAGE GARAGE EGRESS DOOR	9.7.2.4 760x1980mm MINIMUM
	BALCONY DOOR	9.7.2.5 760x1980mm MINIMUM
	ALL OTHER DOORS	TABLE 9.5.5.1 760x1980mm MINIMUM

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1	BUILDING PERMIT	21-04-12
No	DESCRIPTION	DATE
PROJECT 19-019		

**MORRISEY COURT**

LOT 81 - MONTANE  
FERNIE, BC

LOT 81, DISTRICT LOT 4589  
LEGAL ADDRESS PLAN EPP

Drawn By Date (YY-MM-DD)  
JS 20-08-24



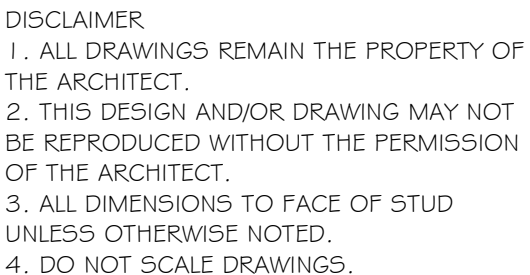
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DRAWING TITLE  
**SITE PLAN & BUILDING CODE SUMMARY**

Development Permit	DVP-439
Building Permit	TBD
SHEET	BUILDING

**A1.2** **6**

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(APPLIED TO THIS SHEET ONLY)

1. ALL INTERIOR PARTITIONS TO BE P1 UNLESS OTHERWISE NOTED.
2. DOOR ROUGH OPENING TO BE SET 4" FROM HINGE SIDE TO ADJACENT STUD UNLESS OTHERWISE NOTED.
3. CLOSET DOORS TO BE CENTRED IN CLOSET UNLESS OTHERWISE NOTED.

### ABBREVIATION LEGEND

AA	30"x24" ATTIC ACCESS HATCH
AC	COD CLOSET
DBLE	DOUBLE SHELF
RD	DOUBLE ROD
DW	DISH WASHER
EP	ELECTRICAL PANEL
FD	FLOOR DRAIN
FRN	FURNACE
HB	HOSE BIB
HWT	HOT WATER TANK
HR	HANDRAIL
MC	MEDICINE CABINET
REF	REFRIGERATOR
	RACON ROUGH-IN - REFER TO DETAIL
SR	SINGLE ROD
SS	SS SINK
TH	TOWEL BAR
TI	TOILET PAPER HOLDER

— • — DEPICTS EXTENT OF FIRE  
RATED ASSEMBLY

4. PROVIDE NATURAL OR MECHANICAL VENTILATION FOR HEATED CRAWL SPACE AS PER 9.32.3.7

1	BUILDING PERMIT	21-04-12
No	DESCRIPTION	DATE
PROJECT 19-019		

## MORRISEY COURT

LOT 81 -MONTANE  
FERNIE, BC

LEGAL ADDRESS LOT 81, DISTRICT LOT 4589  
PLAN EPP

Drawn By	Date (YY-MM-DD)
JS	20-08-24



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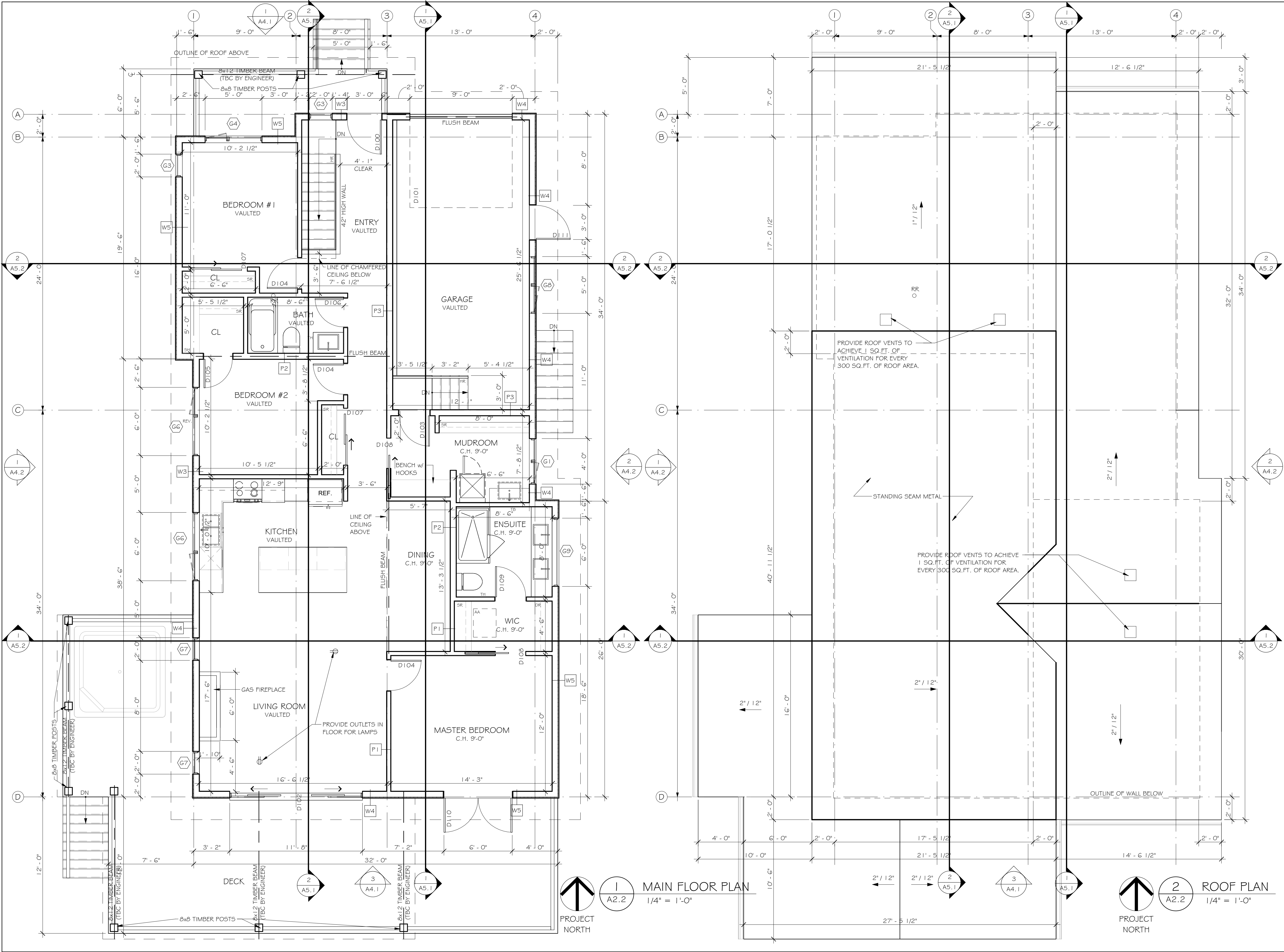
DRAWING TITLE  
BASEMENT &  
FOUNDATION PLAN

Development Permit	DVP-439
Building Permit	TBD
SHEET	BUILDING

A2.1	6
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4. DO NOT SCALE DRAWINGS.

FLOOR PLAN LEGEND

(APPLIED TO THIS SHEET ONLY)

1. ALL INTERIOR PARTITIONS TO BE P1 UNLESS OTHERWISE NOTED.
2. DOOR ROUGH OPENING TO BE SET 4" FROM HINGE SIDE TO ADJACENT STUD UNLESS OTHERWISE NOTED.
3. CLOSET DOORS TO BE CENTRED IN CLOSET UNLESS OTHERWISE NOTED.

ABBREVIATION LEGEND

AA	30"x24" ATTIC ACCESS HATCH
CC	COAT CLOSET
DBLE	DOUBLE SHELF
DR	DOUBLE ROD
DW	DISH WASHER
EP	ELECTRICAL PANEL
FD	FLOOR DRAIN
FRN	FURNACE
HB	HOSE BIB
HWT	HOT WATER TANK
HR	HANDRAIL
MC	MEDICINE CABINET
REF	REFRIGERATOR
RR	RADON ROUGH-IN - REFER TO DETAIL 1/AG.1
SR	SINGLE ROD
TB	TOWEL BAR
TH	TOILET PAPER HOLDER

--- DEPICTS EXTENT OF FIRE RATED ASSEMBLY

1	BUILDING PERMIT	21-04-12
No	DESCRIPTION	DATE

PROJECT 19-019

MORRISEY COURT  
LOT 81-MONTANE  
FERNIE, BC

LEGAL ADDRESS	LOT 81, DISTRICT LOT 4589
PLAN EPP	
Drawn By	Date (YY-MM-DD)
JS	20-08-24

**UrbanSTIX**  
ARCHITECTURE INC.

10 Single Track Way  
Fernie, BC V0B 1M1  
250.423.8800  
www.urbanstix.ca

DRAWING TITLE  
MAIN FLOOR & ROOF  
PLAN

Development Permit	DVP-439
Building Permit	TBD
SHEET	BUILDING

**A2.2** **6**

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# EXHIBIT C

*Strata Property Act*

FORM V

Schedule of Unit Entitlement

(Section 245 (a), 246, 264)

RE: Strata Plan EPS7509 (the registration number of the strata plan)

PID: 031-307-981, Lot 81 District Lot 4589 Kootenay District Plan EPP106625

---

## BARE LAND STRATA PLAN

The unit entitlement for each bare land strata lot is one of the following, as set out in the following table

X (a) a whole number that is the same for all of the residential strata lots as set out in section 246 (6) (a) of the *Strata Property Act*.

OR

(b) a number that is approved by the Superintendent of Real Estate in accordance with section 246 (6) (b) of the *Strata Property Act*.

---

Signature of the Superintendent of Real Estate

Strata Lot No.	Sheet No.	Total Area in m2	Unit Entitlement	%* of Total Unit Entitlement**
1	1		1	16.667
2	1		1	16.667
3	1		1	16.667
4	1		1	16.667
5	1		1	16.667
6	1		1	16.667
Total number of lots: 6			Total unit entitlement 6	

\* expression of percentage is for informational purposes only and has no legal effect

\*\* not required for a phase of a phased strata plan

Date: March 24, 2021



Signature of Owner Developer – Simon Howse

# EXHIBIT D

Form Y

*Strata Property Act*

OWNER DEVELOPERS' NOTICE OF DIFFERENT BYLAWS

*(Section 245 (d), Regulation section 14.6 (2))*

Re: Strata Plan EPS7509

The attached bylaws differ from the Standard Bylaws to the *Strata Property Act*, as permitted by section 120 of the Act.

Date: May \_\_, 2021

---

Signature of Owner Developer – Simon Howse

# EXHIBIT D

## SCHEDULE

RE: Strata Plan EPS7509

The Schedule of Standard Bylaws to the Strata Property Act are deleted in their entirety, as permitted by section 120 of the Act and are REPLACED WITH THESE BYLAWS.

### *DIVISION 1 – DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS*

#### **1. Payment of Strata Fees.**

- (1) An owner must pay strata fees on or before the first day of the month to which strata fees relate.
- (2) If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment at the Prime Rate plus 5 percentage points per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid. In no event shall this rate of interest exceed the amount set as the maximum interest rate for such charges and presently set at 10% per annum, compounded annually.
- (3) The Strata Corporation may sue as representative of all owners, without requiring authorization by a resolution passed by a  $\frac{3}{4}$  vote of the Strata Corporation and without condition, in a proceeding under the Small Claims Act against an owner or other person to collect money owing to the strata corporation, including money owing as a fine.

#### **2. Repair and Maintenance of Property**

- (1) The Strata Corporation must repair and maintain the owner's strata lot, and keep such in a neat, clean and tidy state of appearance.
- (2) The Strata Corporation shall ensure all vacant areas of the Strata Lot are free of deadfall, brush and any other combustible material to reduce the hazard of wild fire and remove any tree that is subject to insect infestation.
- (3) 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.
- (4) An owner is responsible for repair and maintenance of the building including those portions attached to the building such as porches and balconies.

# EXHIBIT D

## 3. Use of Property

- (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:
  - (a) causes a nuisance or hazard to another person;
  - (b) causes unreasonable noise;
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
  - (d) is illegal; or
  - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner shall not:
  - (a) use the strata lot for any purpose which may be injurious to the reputation of the Strata Corporation;
  - (b) make undue noise in or about any strata lot or common property, and in particular, between the hours of 11:00 PM and 7:00 AM, make any noise which disturbs, or may disturb, the owner or occupant of any other strata lot;
  - (c) keep any animals on the strata lot or the common property after notice not to do so from the Strata Council;
  - (d) do anything or permit to be done anything by an occupier of a strata lot, or the common property, that is contrary to any statute, regulation, bylaw or ordinance of any government authority whether Federal, Provincial, Municipal or otherwise;
  - (e) deposit refuse or garbage on or outside the strata lot other than in proper refuse receptacles designated for such purpose;
  - (f) allow trailers, campers, boats, snowmobiles, motorized trail bikes, all terrain vehicles or equipment to be parked or stored on the strata lot or common property except with the written permission of the Strata Council;
  - (g) keep or store on strata lot any motor vehicle which is not in operating condition;
  - (h) allow any dog, cat or other pet or animal outside of the residential building on the strata lot or on the common property unless leashed and under control of an adult;
  - (i) keep any dog of the Doberman, Rottweiler, or Pit Bull breeds of dog without the written consent of the Strata Corporation, which consent may be arbitrarily withheld;
  - (j) cut any trees with a trunk diameter in excess of 20 cm on the Strata Lot without the written consent of the Strata Corporation;
  - (k) have any open fire that causes undue smoke or effects the reasonable use and enjoyment of another strata lot, or causes any risk of forest fire. All outdoor fires must be attended by a competent person at all times when burning;
  - (l) park their vehicles or their guests' vehicles on the strata lot, other than in the garage or on driveway of the Strata Lot;
  - (m) prevent physical access to above grade shallow utility equipment (e.g. BC Hydro, Telus, Shaw boxes); and
  - (n) disregard all rules of the Strata Corporation regarding the use of common property.

## EXHIBIT D

- (3) An owner, tenant, occupant or visitor must not cause damage or make any alterations whatsoever to the common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (4) Without limiting the generality of the forgoing, an owner may only keep the following pets within a strata lot:
  - a) 2 dogs, 2 cats, and a reasonable number of fish.

### **4. Inform Strata Corporation**

- (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.
- (2) On request by the Strata Corporation, a tenant must inform the Strata Corporation of his or her name and all contact information.

### **5. Obtain Approval Before Altering a Strata Lot**

- (1) An owner must obtain the written approval of the Strata Corporation before making an alteration to a residential building constructed on a Strata Lot that involves any of the following:
  - (a) the structure of a building;
  - (b) the exterior of a building;
  - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
  - (d) doors, windows or skylights on the exterior of a building, or that front on the common property; or
  - (e) fences, railings or similar structures that enclose a patio, balcony or yard.
- (2) An owner must obtain the written approval of the Strata Corporation before making an alteration to landscaping on a Strata Lot that has implications for the maintenance of another Strata lot.
- (3) The Strata Corporation may withhold its approval under subsection (1) and subsection (2), but shall be obligated to provide written reasons for withholding its approval.
- (4) An owner must ensure that any alterations referred to in sections (1) and (2) above are in full compliance with the design guidelines applicable to the strata lot pursuant to Restrictive Covenant CA8724839, and indemnifies the Strata Corporation for any violation thereof.

### **6. Alteration of Common Property**

- (1) An owner must not make alteration to common property, including limited common property or common assets without obtaining written approval from the Strata Corporation.



# EXHIBIT D

## **7. Permit Entry to Strata Lot**

- (1) An owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the strata lot:
  - (a) In an emergency, without notice, to prevent property damage to the common property or another strata lot or those portions of a Strata Lot that are the responsibility of the Strata Corporation under these bylaws;
  - (b) To conduct scheduled ground maintenance as outlined in section 8 of this bylaw; and
  - (c) At a reasonable time, on a minimum of 24 hours written notice;
    - (i) to inspect, maintain or repair common property or common assets; or
    - (ii) to ensure the Act and these bylaws are being complied with.

### DIVISION 2 – POWERS AND DUTIES OF THE STRATA CORPORATION DELEGATION

## **8. Repair and Maintenance of Property by Strata Corporation Delegation**

- (1) The Strata Corporation may delegate to a maintenance contractor, the repair, maintenance and snow removal of the following:
  - (a) Common assets of the Strata Corporation such as signage, benches, original landscaping;
  - (b) Common property that has not been designated as limited common property such as deep utilities; and
  - (c) Strata lot that has not been designated as the building.
- (2) Notwithstanding subsection (1) the repair and maintenance of the building is the responsibility of the owner.

### DIVISION 3 – COUNCIL

## **9. Council Size**

The Council must have 6 members.

## **10. Council Members' Term**

- (1) The term of office of a Council member ends at the end of the Annual General Meeting at which the new council is elected.
- (2) A person whose term as Council member is ending is eligible for re-election.

# EXHIBIT D

- (3) No person may be elected to Council or continue to be on Council if the Strata Corporation is entitled to register a lien under the Act against a Strata Lot in which that person has an interest.

## **11. Removing Council Member**

- (1) Unless all the owners are on the Council, 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.
- (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.

## **12. Replacing Council Members**

- (1) 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.
- (2) A replacement Council member may be appointed from any person eligible to sit on the Council.
- (3) The Council may appoint a Council Member under this section even if the absence of the member being replaced leaves the Council without a quorum.
- (4) If all the members of the Council resign or are unwilling or unable to act 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.

## **13. Officers**

- (1) At the first meeting of the Council held after each Annual General Meeting of the Strata Corporation, the Council must elect, from among its members, a President, a Vice President, a Secretary and a Treasurer.
- (2) A person may hold more than one office at a time, other than the officers of President and Vice President.
- (3) The Vice President has the powers and duties of the President:
  - (a) while the President is absent or is unwilling or unable to act; or

# EXHIBIT D

(b) for the remainder of the President's term if the President ceases to hold office.

- (4) If an officer other than the President's is unwilling or unable to attend 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.

## **14. Calling Council Meetings**

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

## **15. Requisition of Council Hearing**

- (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a Council meeting.
- (2) If a hearing is requested under subsection (1), the Council must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the Council, the Council must give the applicant a written decision within one week of the hearing.

## **16. Quorum of Council**

- (1) A quorum of the Council is 4, if the Council consists of 6 members.
- (2) Council members must be present in person at the Council meeting to be counted in establishing quorum.

## **17. Council Meetings**

## EXHIBIT D

- (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.
- (2) If a Council meeting is held by electronic means, Council members are deemed to be present in person.
- (3) Owners may attend Council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of Council meetings that deal with any of the following:
  - (a) Bylaw contravention hearings under section 135 of the Act;
  - (b) Rental restriction bylaw exemption hearings under section 144 of the Act; or
  - (c) Any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

### **18. Voting at Council Meetings**

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

### **19. Council to Inform Owners of Minutes**

The Council must inform owners of the minutes of all Council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

### **20. Delegation of Council's Powers and Duties**

- (1) Subject to subsections (2) to (4), the Council may delegate some or all of its powers and duties to one or more Council members or persons who are not members of the Council, and may revoke the delegation.
- (2) The Council may delegate its spending powers or duties, but only by a resolution that:
  - (a) Delegates the authority to make an expenditure of a specific amount for a specific purpose, or
  - (b) Delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must:

## EXHIBIT D

- (a) Set a maximum amount that may be spent, and
  - (b) Indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The Council may not delegate its powers to determine, based on the facts of a particular case:
- (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.

### **21. Spending Restrictions**

- (1) A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (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.

### **22. Limitation on Liability of Council Members**

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

## DIVISION 4 – ENFORCEMENT OF BYLAWS AND RULES

### **23. Maximum Fine**

- (1) The Strata Corporation may fine an owner or tenant a maximum of:
  - (a) \$200 for each contravention of a bylaw; and
  - (b) \$50 for each contravention of a rule.
- (2) The Strata Corporation may impose a fine on an owner or tenant for a continuing contravention of a bylaw or rule every 7 days.
- (3) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, interest charges and any other expenses incurred by the Strata Corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the Council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsibility and shall become due and

# EXHIBIT D

payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of the bylaw will be calculated as a separate component of such assessment and the Strata Corporation may not register a lien against such separate component.

- (4) In addition to any fine imposed, an owner shall pay to the Strata Corporation an amount equivalent to replace any trees cut on a strata lot in contravention of Section 2(2).

## DIVISION 5 – ANNUAL AND SPECIAL GENERAL MEETINGS

### **24. Person to Chair Meeting**

- (1) Annual and special General Meetings must be chaired by the President of the Council.
- (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.
- (3) If neither the President nor the Vice President of the Council Chairs the meeting, a chair must be elected by the eligible voter's present in person or by Proxy from among those persons who are present at the meeting.

### **25. Participation by Other than Eligible Voters**

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

### **26. Voting**

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



## EXHIBIT D

- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the Chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an Annual or Special General Meeting, the President, or, if the President is absent or unable or unwilling to vote, the Vice President, may break the tie by casting a second, deciding vote.
- (6) Despite anything in this section, an election of Council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (7) An owner may not exercise the owner's vote in respect of the Owner's Strata Lot if the Strata Corporation is entitled to register a lien under the Act against that owner's Strata Lot, except on matters requiring a unanimous vote.

### **27. Attendance by Electronic Means**

Attendance is permitted by an owner at an Annual or Special General meeting by electronic means, including telephone or any other method, including video conference over the internet or otherwise, if the method in actual fact permits all persons participating in the meeting to communicate with each other during the meeting provided that:

- (a) Such attendance is authorized at least 48 hours in advance by the Strata Council; and
- (b) If attendance by electronic means is at the request of an owner, the cost and risk of success of such a method of attendance shall be that of the owner requesting it. If an owner requests such attendance, and If the attendance is unable to occur, or is unable to continue as a result of technical or other difficulties, then the owner in question is deemed not to have attended, or to have left the meeting.

### **28. Order of Business**

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;

## EXHIBIT D

- (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.

### DIVISION 6 – VOLUNTARY DISPUTE RESOLUTION

#### **29. Voluntary Dispute Resolution**

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

### DIVISION 7 – MARKETING ACTIVITIES BY OWNER DEVELOPER

#### **30. Display Lot**

- (1) During the time that the owner developer of the Strata Corporation is a first owner of any strata lots, it shall have the right to maintain any strata lot or strata lots, whether owned or leased by it, as a display unit or units, and to carry on sales or leasing functions it considers necessary in order to enable it to sell or lease the strata lots.
- (2) At the reasonable discretion of the owner developer, it may use the common property to conduct the sale or lease of strata lots in the strata plan up to 24 months after the date of first occupancy of any such strata lot.
- (3) Signs advertising the sale, lease or open house of a strata lot may not be displayed on any strata lot or on any common property of the Strata Corporation. Notwithstanding the foregoing, marketing signs of the owner developer may be displayed on the

## EXHIBIT D

common property and/or the limited common property or any strata lot owned or leased by the owner developer at the reasonable discretion of the owner developer.

### **31. Leasing/Rental Requirements**

- (1) An owner must cause the tenant to execute a Form K – Notice of Tenant's Responsibilities as provided in the Strata Property Act (British Columbia), as amended or replaced, prior to his or her occupation of the strata lot and provide the Strata Corporation with a copy thereof.

### **32. Extra-ordinary Expenditures**

- (1) The Strata Corporation may acquire or dispose of personal property if the personal property has a market value of not more than \$2,000.00 per item or \$10,000.00 in the aggregate for purchases in any one year, unless authorized by a  $\frac{3}{4}$  vote at an Annual or Special General Meeting.
- (2) If a proposed expenditure has not been approved in the budget or at an Annual or Special General Meeting, the Strata Corporation may make the expenditure out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made under this subsection in the same fiscal year, is less than \$10,000.00 per item or \$25,000.00 in the aggregate for expenditures in any one year, unless authorized by a  $\frac{3}{4}$  vote at an Annual or Special General Meeting.

# EXHIBIT E

**Strata Corporation Plan EPS7509**  
**Strata Lots 1 through 6 Morrissey Court**  
**Estimated Annual Strata Budget for Common Areas**  
**As of April 15, 2021**

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<u>Expense</u>	<u>Amount</u>	<u>Note</u>
Liability insurance	\$ 1,875.00	1
Bank charges	120.00	2
Garbage and recycling carts	1,140.00	3
Garbage removal	2,376.00	4
Office expenses	50.00	
Snow removal	1,650.00	5
<b>Total Annual Operating Costs</b>	<b>7,211.00</b>	
Reserve	721.10	6
<b>Total Annual Expenses</b>	<b>\$ 7,932.10</b>	
<hr/>		
<b>Estimated Annual Fee per Address</b>	<b>\$ 1,322.02</b>	
<b>Estimated Monthly Fee per Address</b>	<b>\$ 110.17</b>	

Notes:

1. Based on recent strata insurance obtained for similar property
2. Estimated at \$10 per month
3. 12 at \$95.00 each
4. \$33.00 per month per home, bi-weekly pick up.
5. Based on 15 hours annually at \$110.00 per hour
6. 10% of operating costs, intended for future underground infrastructure replacement
7. Strata management fees not included (optional)

# EXHIBIT F

## TITLE SEARCH PRINT

2021-04-09, 11:37:06

File Reference: 136091 Montane

Requestor: Patricia Belcher-Bell

**\*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\***

<b>Title Issued Under</b>	STRATA PROPERTY ACT (Section 249) SECTION 98 LAND TITLE ACT
<b>Land Title District</b> Land Title Office	NELSON NELSON
<b>Title Number</b> From Title Number	CA8869299 CA8724803
<b>Application Received</b>	2021-03-25
<b>Application Entered</b>	2021-04-08
<b>Registered Owner in Fee Simple</b> Registered Owner/Mailing Address:	MONTANE DEVELOPMENTS LTD., INC.NO. BC0936724 P. O. BOX 1900 402 HIGHWAY 3 FERNIE, BC V0B 1M0
<b>Taxation Authority</b>	Fernie, The Corporation of the City of
<b>Description of Land</b> Parcel Identifier: Legal Description:	031-343-775 STRATA LOT 1 DISTRICT LOT 4589 KOOTENAY DISTRICT STRATA PLAN EPS7509 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V
<b>Legal Notations</b>	THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CA7423959  THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CA7698180  CLAUSES (E) & (F) SEC. 23(1) LTA SEE L18469 DATED 25/08/1977  RE: PARAGRAPHS (E), (F) AND (K) OF SECTION 23(1) OF THE LAND TITLE ACT: SEE V27504

**TITLE SEARCH PRINT****EXHIBIT F**

2021-04-09, 11:37:06

File Reference: 136091 Montane

Requestor: Patricia Belcher-Bell

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE KT50437

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE LB353720

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE LB402825

AS TO PART FORMER LOT 1 PLAN NEP82972

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE LB501978

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE LB501979

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 29 OF THE MUNICIPAL ACT, SEE XK13207

**Charges, Liens and Interests**

Nature:	COVENANT
Registration Number:	CA4636432
Registration Date and Time:	2015-08-27 15:06
Registered Owner:	THE CORPORATION OF THE CITY OF FERNIE
Remarks:	INTER ALIA PART FORMERLY LOT A PLAN 9587 EXCEPT PLANS NEP22339, NEP62291, NEP62407, NEP62408, NEP64706, NEP64864, NEP65351, NEP66828, NEP66830, EPP44900, EPP51119, EPP45555, EPP48838, EPP55349, EPP72587, EPP77751, EPP87188 AND EPP90403

Nature:	COVENANT
Registration Number:	CA8724819
Registration Date and Time:	2021-01-22 14:58
Registered Owner:	THE CORPORATION OF THE CITY OF FERNIE
Remarks:	INTER ALIA

Nature:	RENT CHARGE
Registration Number:	CA8724837
Registration Date and Time:	2021-01-22 14:58
Registered Owner:	MONTANE DEVELOPMENTS LTD. INCORPORATION NO. BC0936724
Remarks:	INTER ALIA

# EXHIBIT F

## TITLE SEARCH PRINT

2021-04-09, 11:37:06

File Reference: 136091 Montane

Requestor: Patricia Belcher-Bell

Nature:

RESTRICTIVE COVENANT

Registration Number:

CA8724839

Registration Date and Time:

2021-01-22 14:58

Remarks:

INTER ALIA

APPURTENANT TO LOT A PLAN 9587 EXCEPT PLANS

NEP22339, NEP62291, NEP62407, NEP62408, NEP64706,

NEP64864, NEP65351, NEP66828, NEP66830, EPP44900,

EPP51119, EPP45555, EPP48838, EPP55349, EPP72587,

EPP77751, EPP87188, EPP90403 AND EPP100240

Nature:

COVENANT

Registration Number:

CA8869308

Registration Date and Time:

2021-03-25 14:38

Registered Owner:

THE CORPORATION OF THE CITY OF FERNIE

Remarks:

INTER ALIA

### Duplicate Indefeasible Title

NONE OUTSTANDING

### Transfers

NONE

### Pending Applications

Parcel Identifier:

031-343-775

Application Number/Type:

CA8905979 LEGAL NOTATION



# EXHIBIT F

## TITLE SEARCH PRINT

2021-04-09, 11:37:06

File Reference: 136091 Montane

Requestor: Patricia Belcher-Bell

**\*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\***

<b>Title Issued Under</b>	STRATA PROPERTY ACT (Section 249) SECTION 98 LAND TITLE ACT
<b>Land Title District</b> Land Title Office	NELSON NELSON
<b>Title Number</b> From Title Number	CA8869300 CA8724803
<b>Application Received</b>	2021-03-25
<b>Application Entered</b>	2021-04-08
<b>Registered Owner in Fee Simple</b> Registered Owner/Mailing Address:	MONTANE DEVELOPMENTS LTD., INC.NO. BC0936724 P. O. BOX 1900 402 HIGHWAY 3 FERNIE, BC V0B 1M0
<b>Taxation Authority</b>	Fernie, The Corporation of the City of
<b>Description of Land</b> Parcel Identifier: Legal Description:	031-343-783 STRATA LOT 2 DISTRICT LOT 4589 KOOTENAY DISTRICT STRATA PLAN EPS7509 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V
<b>Legal Notations</b>	THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CA7423959  THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CA7698180  CLAUSES (E) & (F) SEC. 23(1) LTA SEE L18469 DATED 25/08/1977  RE: PARAGRAPHS (E), (F) AND (K) OF SECTION 23(1) OF THE LAND TITLE ACT: SEE V27504

**TITLE SEARCH PRINT****EXHIBIT F**

2021-04-09, 11:37:06

File Reference: 136091 Montane

Requestor: Patricia Belcher-Bell

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE KT50437

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE LB353720

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE LB402825

AS TO PART FORMER LOT 1 PLAN NEP82972

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE LB501978

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE LB501979

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 29 OF THE MUNICIPAL ACT, SEE XK13207

**Charges, Liens and Interests**

Nature:	COVENANT
Registration Number:	CA4636432
Registration Date and Time:	2015-08-27 15:06
Registered Owner:	THE CORPORATION OF THE CITY OF FERNIE
Remarks:	INTER ALIA PART FORMERLY LOT A PLAN 9587 EXCEPT PLANS NEP22339, NEP62291, NEP62407, NEP62408, NEP64706, NEP64864, NEP65351, NEP66828, NEP66830, EPP44900, EPP51119, EPP45555, EPP48838, EPP55349, EPP72587, EPP77751, EPP87188 AND EPP90403

Nature:	COVENANT
Registration Number:	CA8724819
Registration Date and Time:	2021-01-22 14:58
Registered Owner:	THE CORPORATION OF THE CITY OF FERNIE
Remarks:	INTER ALIA

Nature:	RENT CHARGE
Registration Number:	CA8724837
Registration Date and Time:	2021-01-22 14:58
Registered Owner:	MONTANE DEVELOPMENTS LTD. INCORPORATION NO. BC0936724
Remarks:	INTER ALIA

# EXHIBIT F

## TITLE SEARCH PRINT

2021-04-09, 11:37:06

File Reference: 136091 Montane

Requestor: Patricia Belcher-Bell

Nature:

RESTRICTIVE COVENANT

Registration Number:

CA8724839

Registration Date and Time:

2021-01-22 14:58

Remarks:

INTER ALIA

APPURTENANT TO LOT A PLAN 9587 EXCEPT PLANS

NEP22339, NEP62291, NEP62407, NEP62408, NEP64706,

NEP64864, NEP65351, NEP66828, NEP66830, EPP44900,

EPP51119, EPP45555, EPP48838, EPP55349, EPP72587,

EPP77751, EPP87188, EPP90403 AND EPP100240

Nature:

COVENANT

Registration Number:

CA8869308

Registration Date and Time:

2021-03-25 14:38

Registered Owner:

THE CORPORATION OF THE CITY OF FERNIE

Remarks:

INTER ALIA

### Duplicate Indefeasible Title

NONE OUTSTANDING

### Transfers

NONE

### Pending Applications

Parcel Identifier:

031-343-783

Application Number/Type:

CA8905979 LEGAL NOTATION

# EXHIBIT F

## TITLE SEARCH PRINT

2021-04-09, 11:37:07

File Reference: 136091 Montane

Requestor: Patricia Belcher-Bell

**\*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\***

<b>Title Issued Under</b>	STRATA PROPERTY ACT (Section 249) SECTION 98 LAND TITLE ACT
<b>Land Title District</b> Land Title Office	NELSON NELSON
<b>Title Number</b> From Title Number	CA8869301 CA8724803
<b>Application Received</b>	2021-03-25
<b>Application Entered</b>	2021-04-08
<b>Registered Owner in Fee Simple</b> Registered Owner/Mailing Address:	MONTANE DEVELOPMENTS LTD., INC.NO. BC0936724 P. O. BOX 1900 402 HIGHWAY 3 FERNIE, BC V0B 1M0
<b>Taxation Authority</b>	Fernie, The Corporation of the City of
<b>Description of Land</b> Parcel Identifier: Legal Description:	031-343-791 STRATA LOT 3 DISTRICT LOT 4589 KOOTENAY DISTRICT STRATA PLAN EPS7509 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V
<b>Legal Notations</b>	THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CA7423959  THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CA7698180  CLAUSES (E) & (F) SEC. 23(1) LTA SEE L18469 DATED 25/08/1977  RE: PARAGRAPHS (E), (F) AND (K) OF SECTION 23(1) OF THE LAND TITLE ACT: SEE V27504

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2021-04-09, 11:37:07

File Reference: 136091 Montane

Requestor: Patricia Belcher-Bell

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE KT50437

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE LB353720

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE LB402825

AS TO PART FORMER LOT 1 PLAN NEP82972

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE LB501978

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE LB501979

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 29 OF THE MUNICIPAL ACT, SEE XK13207

**Charges, Liens and Interests**

Nature:	COVENANT
Registration Number:	CA4636432
Registration Date and Time:	2015-08-27 15:06
Registered Owner:	THE CORPORATION OF THE CITY OF FERNIE
Remarks:	INTER ALIA PART FORMERLY LOT A PLAN 9587 EXCEPT PLANS NEP22339, NEP62291, NEP62407, NEP62408, NEP64706, NEP64864, NEP65351, NEP66828, NEP66830, EPP44900, EPP51119, EPP45555, EPP48838, EPP55349, EPP72587, EPP77751, EPP87188 AND EPP90403

Nature:	COVENANT
Registration Number:	CA8724819
Registration Date and Time:	2021-01-22 14:58
Registered Owner:	THE CORPORATION OF THE CITY OF FERNIE
Remarks:	INTER ALIA

Nature:	RENT CHARGE
Registration Number:	CA8724837
Registration Date and Time:	2021-01-22 14:58
Registered Owner:	MONTANE DEVELOPMENTS LTD. INCORPORATION NO. BC0936724
Remarks:	INTER ALIA

# EXHIBIT F

## TITLE SEARCH PRINT

2021-04-09, 11:37:07

File Reference: 136091 Montane

Requestor: Patricia Belcher-Bell

Nature:

RESTRICTIVE COVENANT

Registration Number:

CA8724839

Registration Date and Time:

2021-01-22 14:58

Remarks:

INTER ALIA

APPURTENANT TO LOT A PLAN 9587 EXCEPT PLANS

NEP22339, NEP62291, NEP62407, NEP62408, NEP64706,

NEP64864, NEP65351, NEP66828, NEP66830, EPP44900,

EPP51119, EPP45555, EPP48838, EPP55349, EPP72587,

EPP77751, EPP87188, EPP90403 AND EPP100240

Nature:

COVENANT

Registration Number:

CA8869308

Registration Date and Time:

2021-03-25 14:38

Registered Owner:

THE CORPORATION OF THE CITY OF FERNIE

Remarks:

INTER ALIA

### Duplicate Indefeasible Title

NONE OUTSTANDING

### Transfers

NONE

### Pending Applications

Parcel Identifier:

031-343-791

Application Number/Type:

CA8905979 LEGAL NOTATION

# EXHIBIT F

## TITLE SEARCH PRINT

2021-04-09, 11:37:07

File Reference: 136091 Montane

Requestor: Patricia Belcher-Bell

**\*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\***

<b>Title Issued Under</b>	STRATA PROPERTY ACT (Section 249) SECTION 98 LAND TITLE ACT
<b>Land Title District</b> Land Title Office	NELSON NELSON
<b>Title Number</b> From Title Number	CA8869302 CA8724803
<b>Application Received</b>	2021-03-25
<b>Application Entered</b>	2021-04-08
<b>Registered Owner in Fee Simple</b> Registered Owner/Mailing Address:	MONTANE DEVELOPMENTS LTD., INC.NO. BC0936724 P. O. BOX 1900 402 HIGHWAY 3 FERNIE, BC V0B 1M0
<b>Taxation Authority</b>	Fernie, The Corporation of the City of
<b>Description of Land</b> Parcel Identifier: Legal Description:	031-343-805 STRATA LOT 4 DISTRICT LOT 4589 KOOTENAY DISTRICT STRATA PLAN EPS7509 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V
<b>Legal Notations</b>	THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CA7423959  THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CA7698180  CLAUSES (E) & (F) SEC. 23(1) LTA SEE L18469 DATED 25/08/1977  RE: PARAGRAPHS (E), (F) AND (K) OF SECTION 23(1) OF THE LAND TITLE ACT: SEE V27504

**TITLE SEARCH PRINT****EXHIBIT F**

2021-04-09, 11:37:07

File Reference: 136091 Montane

Requestor: Patricia Belcher-Bell

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE KT50437

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THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE LB402825

AS TO PART FORMER LOT 1 PLAN NEP82972

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE LB501978

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THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 29 OF THE MUNICIPAL ACT, SEE XK13207

**Charges, Liens and Interests**

Nature:	COVENANT
Registration Number:	CA4636432
Registration Date and Time:	2015-08-27 15:06
Registered Owner:	THE CORPORATION OF THE CITY OF FERNIE
Remarks:	INTER ALIA PART FORMERLY LOT A PLAN 9587 EXCEPT PLANS NEP22339, NEP62291, NEP62407, NEP62408, NEP64706, NEP64864, NEP65351, NEP66828, NEP66830, EPP44900, EPP51119, EPP45555, EPP48838, EPP55349, EPP72587, EPP77751, EPP87188 AND EPP90403

Nature:	COVENANT
Registration Number:	CA8724819
Registration Date and Time:	2021-01-22 14:58
Registered Owner:	THE CORPORATION OF THE CITY OF FERNIE
Remarks:	INTER ALIA

Nature:	RENT CHARGE
Registration Number:	CA8724837
Registration Date and Time:	2021-01-22 14:58
Registered Owner:	MONTANE DEVELOPMENTS LTD. INCORPORATION NO. BC0936724
Remarks:	INTER ALIA



# EXHIBIT F

## TITLE SEARCH PRINT

2021-04-09, 11:37:07

File Reference: 136091 Montane

Requestor: Patricia Belcher-Bell

Nature:

RESTRICTIVE COVENANT

Registration Number:

CA8724839

Registration Date and Time:

2021-01-22 14:58

Remarks:

INTER ALIA

APPURTENANT TO LOT A PLAN 9587 EXCEPT PLANS

NEP22339, NEP62291, NEP62407, NEP62408, NEP64706,

NEP64864, NEP65351, NEP66828, NEP66830, EPP44900,

EPP51119, EPP45555, EPP48838, EPP55349, EPP72587,

EPP77751, EPP87188, EPP90403 AND EPP100240

Nature:

COVENANT

Registration Number:

CA8869308

Registration Date and Time:

2021-03-25 14:38

Registered Owner:

THE CORPORATION OF THE CITY OF FERNIE

Remarks:

INTER ALIA

### Duplicate Indefeasible Title

NONE OUTSTANDING

### Transfers

NONE

### Pending Applications

Parcel Identifier:

031-343-805

Application Number/Type:

CA8905979 LEGAL NOTATION

# EXHIBIT F

## TITLE SEARCH PRINT

2021-04-09, 11:37:07

File Reference: 136091 Montane

Requestor: Patricia Belcher-Bell

**\*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\***

<b>Title Issued Under</b>	STRATA PROPERTY ACT (Section 249) SECTION 98 LAND TITLE ACT
<b>Land Title District</b> Land Title Office	NELSON NELSON
<b>Title Number</b> From Title Number	CA8869303 CA8724803
<b>Application Received</b>	2021-03-25
<b>Application Entered</b>	2021-04-08
<b>Registered Owner in Fee Simple</b> Registered Owner/Mailing Address:	MONTANE DEVELOPMENTS LTD., INC.NO. BC0936724 P. O. BOX 1900 402 HIGHWAY 3 FERNIE, BC V0B 1M0
<b>Taxation Authority</b>	Fernie, The Corporation of the City of
<b>Description of Land</b> Parcel Identifier: Legal Description:	031-343-813 STRATA LOT 5 DISTRICT LOT 4589 KOOTENAY DISTRICT STRATA PLAN EPS7509 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V
<b>Legal Notations</b>	THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CA7423959  THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CA7698180  CLAUSES (E) & (F) SEC. 23(1) LTA SEE L18469 DATED 25/08/1977  RE: PARAGRAPHS (E), (F) AND (K) OF SECTION 23(1) OF THE LAND TITLE ACT: SEE V27504

**TITLE SEARCH PRINT****EXHIBIT F**

2021-04-09, 11:37:07

File Reference: 136091 Montane

Requestor: Patricia Belcher-Bell

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE KT50437

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE LB353720

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE LB402825

AS TO PART FORMER LOT 1 PLAN NEP82972

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE LB501978

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE LB501979

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 29 OF THE MUNICIPAL ACT, SEE XK13207

**Charges, Liens and Interests**

Nature:	COVENANT
Registration Number:	CA4636432
Registration Date and Time:	2015-08-27 15:06
Registered Owner:	THE CORPORATION OF THE CITY OF FERNIE
Remarks:	INTER ALIA PART FORMERLY LOT A PLAN 9587 EXCEPT PLANS NEP22339, NEP62291, NEP62407, NEP62408, NEP64706, NEP64864, NEP65351, NEP66828, NEP66830, EPP44900, EPP51119, EPP45555, EPP48838, EPP55349, EPP72587, EPP77751, EPP87188 AND EPP90403

Nature:	COVENANT
Registration Number:	CA8724819
Registration Date and Time:	2021-01-22 14:58
Registered Owner:	THE CORPORATION OF THE CITY OF FERNIE
Remarks:	INTER ALIA

Nature:	RENT CHARGE
Registration Number:	CA8724837
Registration Date and Time:	2021-01-22 14:58
Registered Owner:	MONTANE DEVELOPMENTS LTD. INCORPORATION NO. BC0936724
Remarks:	INTER ALIA

# EXHIBIT F

## TITLE SEARCH PRINT

2021-04-09, 11:37:07

File Reference: 136091 Montane

Requestor: Patricia Belcher-Bell

Nature:

RESTRICTIVE COVENANT

Registration Number:

CA8724839

Registration Date and Time:

2021-01-22 14:58

Remarks:

INTER ALIA

APPURTENANT TO LOT A PLAN 9587 EXCEPT PLANS

NEP22339, NEP62291, NEP62407, NEP62408, NEP64706,

NEP64864, NEP65351, NEP66828, NEP66830, EPP44900,

EPP51119, EPP45555, EPP48838, EPP55349, EPP72587,

EPP77751, EPP87188, EPP90403 AND EPP100240

Nature:

COVENANT

Registration Number:

CA8869308

Registration Date and Time:

2021-03-25 14:38

Registered Owner:

THE CORPORATION OF THE CITY OF FERNIE

Remarks:

INTER ALIA

### Duplicate Indefeasible Title

NONE OUTSTANDING

### Transfers

NONE

### Pending Applications

Parcel Identifier:

031-343-813

Application Number/Type:

CA8905979 LEGAL NOTATION

# EXHIBIT F

## TITLE SEARCH PRINT

2021-04-09, 11:37:07

File Reference: 136091 Montane

Requestor: Patricia Belcher-Bell

**\*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\***

<b>Title Issued Under</b>	STRATA PROPERTY ACT (Section 249) SECTION 98 LAND TITLE ACT
<b>Land Title District</b> Land Title Office	NELSON NELSON
<b>Title Number</b> From Title Number	CA8869304 CA8724803
<b>Application Received</b>	2021-03-25
<b>Application Entered</b>	2021-04-08
<b>Registered Owner in Fee Simple</b> Registered Owner/Mailing Address:	MONTANE DEVELOPMENTS LTD., INC.NO. BC0936724 P. O. BOX 1900 402 HIGHWAY 3 FERNIE, BC V0B 1M0
<b>Taxation Authority</b>	Fernie, The Corporation of the City of
<b>Description of Land</b> Parcel Identifier: Legal Description:	031-343-821 STRATA LOT 6 DISTRICT LOT 4589 KOOTENAY DISTRICT STRATA PLAN EPS7509 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V
<b>Legal Notations</b>	THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CA7423959  THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CA7698180  CLAUSES (E) & (F) SEC. 23(1) LTA SEE L18469 DATED 25/08/1977  RE: PARAGRAPHS (E), (F) AND (K) OF SECTION 23(1) OF THE LAND TITLE ACT: SEE V27504

**TITLE SEARCH PRINT****EXHIBIT F**

2021-04-09, 11:37:07

File Reference: 136091 Montane

Requestor: Patricia Belcher-Bell

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE KT50437

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE LB353720

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE LB402825

AS TO PART FORMER LOT 1 PLAN NEP82972

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE LB501978

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE LB501979

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 29 OF THE MUNICIPAL ACT, SEE XK13207

**Charges, Liens and Interests**

Nature:	COVENANT
Registration Number:	CA4636432
Registration Date and Time:	2015-08-27 15:06
Registered Owner:	THE CORPORATION OF THE CITY OF FERNIE
Remarks:	INTER ALIA PART FORMERLY LOT A PLAN 9587 EXCEPT PLANS NEP22339, NEP62291, NEP62407, NEP62408, NEP64706, NEP64864, NEP65351, NEP66828, NEP66830, EPP44900, EPP51119, EPP45555, EPP48838, EPP55349, EPP72587, EPP77751, EPP87188 AND EPP90403

Nature:	COVENANT
Registration Number:	CA8724819
Registration Date and Time:	2021-01-22 14:58
Registered Owner:	THE CORPORATION OF THE CITY OF FERNIE
Remarks:	INTER ALIA

Nature:	RENT CHARGE
Registration Number:	CA8724837
Registration Date and Time:	2021-01-22 14:58
Registered Owner:	MONTANE DEVELOPMENTS LTD. INCORPORATION NO. BC0936724
Remarks:	INTER ALIA

# EXHIBIT F

## TITLE SEARCH PRINT

2021-04-09, 11:37:07

File Reference: 136091 Montane

Requestor: Patricia Belcher-Bell

Nature:

RESTRICTIVE COVENANT

Registration Number:

CA8724839

Registration Date and Time:

2021-01-22 14:58

Remarks:

INTER ALIA

APPURTENANT TO LOT A PLAN 9587 EXCEPT PLANS

NEP22339, NEP62291, NEP62407, NEP62408, NEP64706,

NEP64864, NEP65351, NEP66828, NEP66830, EPP44900,

EPP51119, EPP45555, EPP48838, EPP55349, EPP72587,

EPP77751, EPP87188, EPP90403 AND EPP100240

Nature:

COVENANT

Registration Number:

CA8869308

Registration Date and Time:

2021-03-25 14:38

Registered Owner:

THE CORPORATION OF THE CITY OF FERNIE

Remarks:

INTER ALIA

### Duplicate Indefeasible Title

NONE OUTSTANDING

### Transfers

NONE

### Pending Applications

Parcel Identifier:

031-343-821

Application Number/Type:

CA8905979 LEGAL NOTATION

# EXHIBIT G

FORM\_C\_V20 (Charge)

KAMLOOPS LAND TITLE OFFICE

LAND TITLE ACT  
FORM C (Section 233) CHARGE  
GENERAL INSTRUMENT - PART 1 Province of British Columbia

Aug-27-2015 15:06:03.008

CA4636432 CA4636433

PAGE 1 OF 6 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Marko Mychajlo  
Maryniak  
V21RD5

Digitally signed by Marko Mychajlo  
Maryniak V21RD5  
DN: c=CA, cn=Marko Mychajlo  
Maryniak V21RD5, o=Lawyer,  
ou=Verify ID at www.juricert.com/  
LKUP.cfm?id=V21RD5  
Date: 2015.08.27 15:42:19 -06'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

ROCKIES LAW CORPORATION (Client No. 10787)

Barristers & Solicitors

201 - 907 Baker Street

Cranbrook

BC V1C 1A4

T: 250-426-7211 F: 250-426-6100

File: 18842 Montane

Reference: Emergency Access - Parent Property

Document Fees: \$156.20

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

007-576-391

LOT A DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN 9587 EXCEPT  
PLANS NEP22339, NEP62291, NEP62407, NEP62408, NEP64706, NEP64864,  
NEP65351, NEP66828, NEP66830, EPP44900, EPP51119 AND EPP45555

STC? YES ☐

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) ☐ Filed Standard Charge Terms D.F. No.

(b) ☒ Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

MONTANE DEVELOPMENTS LTD., INC. NO. BC0936724 (S. 219 COVENANT)

CBT COMMERCIAL FINANCE CORP., INC. NO. BC0690650 (PRIORITY AGREEMENT)

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

THE CORPORATION OF THE CITY OF FERNIE

501 - 3RD AVENUE, PO BOX 190

FERNIE

BRITISH COLUMBIA

V0B 1M0

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Marko M. Maryniak

Barrister & Solicitor

201 - 907 Baker Street

Cranbrook, B.C., V1C 1A4

Ph: 250-426-7211

Execution Date

Y	M	D
15	08	11

Transferor(s) Signature(s)

Montane Developments Ltd. by its  
authorized signatory(ies):

Simon Howse

Print Name:

## OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.



# EXHIBIT G

FORM\_D1\_V20

**LAND TITLE ACT  
FORM D**

**EXECUTIONS CONTINUED**

PAGE 2 of 6 pages

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_  
Peter Somerville  
Barrister & Solicitor  
1432 Bay Avenue  
Trail, B.C. V1A 4B1

Y	M	D
15	08	14

\_\_\_\_\_  
CBT Commercial Finance Corp. by its  
authorized signatory(ies):

\_\_\_\_\_  
Print Name: Tim O'Doherty

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Glen A. Purdy, Q.C.  
Barrister & Solicitor  
592 - 2nd Avenue, Box 369  
Ferne, B.C., V0B 1M0  
(as to both signatures)

15	08	27
----	----	----

\_\_\_\_\_  
The Corporation of the City of Fernie by  
its authorized signatory(ies):

\_\_\_\_\_  
Jonathan Levesque

\_\_\_\_\_  
Jim Hendricks

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

EXHIBIT G

FORM\_E\_V20

LAND TITLE ACT  
FORM E

SCHEDULE

PAGE 3 OF 6 PAGES

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		S. 219 Covenant

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting S. 219 Covenant filed with one registration number less than this Priorty Agreement priortiy over Mortgage CA3674302 and Assignment of Rents CA3674303

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

# EXHIBIT G

## TERMS OF INSTRUMENT - PART 2

### SECTION 219 COVENANT EMERGENCY ACCESS

THIS AGREEMENT dated the \_\_\_\_ day of \_\_\_\_\_, 2015.

BETWEEN:

MONTANE DEVELOPMENTS LTD. Inc. No. BC0936724  
(the "Covenantor")

AND:

THE CORPORATION OF THE CITY OF FERNIE  
(the "City")

WHEREAS:

A. The Covenantor is the registered owner in fee simple of that certain parcel or tract of land and premises, situate, lying and being in the City of Fernie, Province of British Columbia, and more particularly known and described in Item 2 of page 1 in the Form C (the "Lands"):

B. Section 219 of the *Land Title Act* R.S.B.C. 1996, C. 250 provides that the Covenantor may grant a covenant to the City of a negative or positive nature respecting the use of the Lands;

C. The Covenantor desires to grant this Covenant to restrict the use of the Lands;

NOW THEREFORE in consideration of the premises contained herein and the sum of One Dollar (\$1.00), now paid by the City to the Covenantor, the receipt and sufficiency whereof is hereby acknowledged,

1. The Covenantor covenants and agrees with the City that:

- (a) No portion of the Lands which is a vehicular access way shall have parked or stored on it at any time a motor vehicle, boat, recreational vehicle, trailer or any part thereof;
- (b) No portion of the Lands which is a vehicular access way shall have snow stored or accumulated upon it such as would interfere with the exercise of the City's rights hereunder;
- (c) The City, and any other governmental or other agency providing emergency services, may access and enter the Lands at all times, by day or by night, by foot or motorized vehicles for emergency purposes, including, but not limited to, fire, ambulance and police services and the

# EXHIBIT G

Covenantor shall ensure such access to the City and any other governmental or other agency providing emergency services at all times; and

- (d) The Covenantor shall post clearly visible signs, and keep such signs unobstructed, indicating that no parking is permitted on that portion of the Lands which is a vehicular access way.

2. This Covenant is granted voluntarily by the Covenantor to the City pursuant to Section 219 of the *Land Title Act* of the Province of British Columbia. This covenant shall run with the Lands and the Covenantor's responsibilities under this Covenant shall cease on transfer of the lands concerned to a purchaser.

3. (1) The Covenantor hereby releases, indemnifies and saves the City harmless from and against any and all actions, causes of action, losses, damages, costs, claims, debts and demands whatsoever by any person, arising out of or in any way due to the granting or existence of this Covenant, including:

- (a) any matter arising out of any breach of a provision of this Covenant or any steps taken or not taken by the City to enforce this Covenant upon a breach by the Covenantor or any actions taken to obtain redress in respect of any such breach, including, but not limited to, any inability or failure of the City to access the Lands for emergency purposes; and
- (b) any injury to persons, including bodily injury or death, or any damage to or arising from a loss of property on or about the Lands arising or related to any inability or failure of the City to access the Lands for emergency purposes;

(2) The indemnity in Subsection (1) includes, without limiting the generality of the foregoing, a claim for loss or injury to persons or to property due to the Covenantor's negligence or to the Covenantor's failure to comply with the City's bylaws or any one of them or with any provision of this Covenant.

4. No finding of negligence, whether joint or several, as against the City in favour of any third party in an action to which the Covenantor was not a party, shall operate to relieve or shall be deemed to relieve the Covenantor in any manner from any liability to the City, whether such liability arises under this Covenant, under the provisions of the *Local Government Act* as amended from time to time or otherwise.

5. The Covenantor releases the City from all manner of claims of any kind, whether known or unknown, which the Covenantor now has, or at any time may have, however caused, arising out of or in any way connected with the City accessing or failing to access the Lands for emergency purposes.

# EXHIBIT G

6. Nothing in this Covenant affects the City's rights and powers in the exercise of its statutory functions under its statutes, bylaws, resolutions, orders and regulations, all of which may be fully exercised in relation to the Lands as if this Covenant had not been granted.

7. The Covenantor shall, forthwith after execution hereof by it, do or cause to be done all acts or things reasonably necessary to give proper effect to the intentions of this Covenant and shall deliver to the City two copies of this covenant in a form that is acceptable for registration against title to the Lands in the Kamloops Land Title Office. All costs of registration shall be borne by the Covenantor.

8. Notwithstanding anything contained herein, neither the Covenantor nor any future owner of the Lands or any portion thereof shall be liable for any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Covenantor or any future owner respectively ceases to have any further interest in the Land.

9. Whenever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.

10. Every reference to each party hereto shall be deemed to include the officers, employees, elected officials, agents, servants, successors and assigns of that party.

11. This Covenant and each and every provision hereof shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, as the case may be, NOTWITHSTANDING any rule of law or equity to the contrary; and if any section, subsection, clause or phrase of this Covenant is for any reason held to be invalid by the decision of a Court of competent jurisdiction the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder.

IN WITNESS WHEREOF the parties hereby acknowledge that this agreement has been duly executed and delivered by executing the Form C attached hereto.

## CONSENT TO PRIORITY

1. In consideration of the sum of ONE (\$1.00) DOLLAR now paid by the Transferee to CBT COMMERCIAL FINANCE CORP. (the "Lender"), the receipt and sufficiency whereof is hereby acknowledged, the Lender hereby grants to the Transferee priority over Mortgage and Assignment of Rents Number CA3674302 and CA3674303, registered in the Kamloops/Nelson Land Title Office on 1 April 2014 (the "Mortgage") and hereby covenants and agrees to subordinate and postpone all its right, title and interest in and to the Lands with the intent and with the effect that the interest of the Transferee herein shall rank ahead of the Mortgage as though this Covenant had been executed, delivered and registered in time prior to the registration of the Mortgage.

## END OF DOCUMENT



# EXHIBIT G

FORM\_C\_V27 (Charge)

KAMLOOPS LAND TITLE OFFICE

LAND TITLE ACT  
FORM C (Section 233) CHARGE  
GENERAL INSTRUMENT - PART 1 Province of British Columbia

Jan-22-2021 14:58:53.030

CA8724819 CA8724820

PAGE 1 OF 8 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Marko Mychajlo  
Maryniak  
IZMVC4  
Digitally signed by Marko Mychajlo Maryniak IZMVC4  
Date: 2021.01.21 15:25:28 -07'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

ROCKIES LAW CORPORATION

Barristers & Solicitors

201 - 907 Baker Street

Cranbrook

BC V1C 1A4

Ph: 250-426-7211

File: 135564 Morrissey Step 2

Ref: Pre Const Geotech Lots 69 - 88

Document Fees: \$149.74

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES ☐

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION

SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) ☐ Filed Standard Charge Terms D.F. No.

(b) ☒ Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

MONTANE DEVELOPMENTS LTD., INC. NO. BC0936724 (AS TO S. 219 COVENANT) AND  
CBT COMMERCIAL FINANCE CORP., INC. NO. BC0690650 (AS TO PRIORITY)

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

THE CORPORATION OF THE CITY OF FERNIE

PO BOX 190, 501 THIRD AVENUE

FERNIE

BRITISH COLUMBIA

V0B 1M0

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

MARKO MARYNIAK

Barrister & Solicitor

Suite 201, 907 Baker Street

Cranbrook, BC V1C 1A4

Ph: 250-426-7211

Execution Date

Y	M	D
21	01	06

Transferor(s) Signature(s)

Montane Developments Ltd. by its  
authorized signatory(ies):

Simon Howse

## OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

# EXHIBIT G

FORM\_D1\_V27

**LAND TITLE ACT  
FORM D**

**EXECUTIONS CONTINUED**

PAGE 2 of 8 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

CHRIS TRUDEAU

Barrister & Solicitor

Suite 1B - 1801 Columbia Avenue  
Castlegar, BC V1N 3Y2

Y	M	D
21	01	07

CBT Commercial Finance Corp. by its  
authorized signatory(ies):

Signature

Print Name: PAUL MAIER

Signature

Print Name: \_\_\_\_\_

Glen A. Purdy, Q.C.

Barrister & Solicitor

592 - 2nd Ave., Box 369  
Ferne, BC V0B 1M0

As to both signatures

21	01	14
----	----	----

The Corporation of the City of Fernie by  
its authorized signatory(ies):

Print Name: Ange Qualizza, Mayor

Print Name: Jeff McConnell, Corporate  
Officer

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

# EXHIBIT G

FORM\_E\_V27

## LAND TITLE ACT FORM E

### SCHEDULE

PAGE 3 OF 8 PAGES

#### 2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

Related Plan Number: **EPP106625**

STC for each PID listed below? YES ☐

[PID] [LEGAL DESCRIPTION – must fit in a single text line]

NO PID NMBR LOT 69 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 70 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 71 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 72 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 73 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 74 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 75 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 76 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 77 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 78 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 79 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 80 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 81 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 82 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 83 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 84 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 85 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 86 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 87 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 88 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625

EXHIBIT G

FORM\_E\_V27

LAND TITLE ACT  
FORM E

SCHEDULE

PAGE 4 OF 8 PAGES

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		S. 219 Covenant

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

# EXHIBIT G

## **TERMS OF INSTRUMENT PART 2 PRE-CONSTRUCTION GEOTECHNICAL COVENANT MORRISSEY COURT LOTS 69-88**

This Covenant granted as of the \_\_ day of January 2021.

**BETWEEN:**

**MONTANE DEVELOPMENTS LTD.**, a company incorporated in British Columbia under number 0936724, and having a registered office at Box 490, 202-502 Third Avenue, Fernie, British Columbia V0B 1M0

(the "Covenantor")

**AND:**

**THE CORPORATION OF THE CITY OF FERNIE**

City Hall

P.O. Box 190, 501 Third Avenue

Fernie, British Columbia V0B 1M0

(the "City" or "Covenantee")

### **WHEREAS:**

- A. The Covenantor is the registered owner in fee-simple of that certain parcel or tract of land and premises, situate, lying and being in the City of Fernie, Province of British Columbia, and more particularly known and described in item 2 of the Form C comprising Part 1 of this instrument (the "Lands");
- B. Section 219 of the *Land Title Act* R.S.B.C. 1996, C. 250 provides that the Covenantor may grant a covenant to the City of a negative or positive nature respecting the use of the Lands;
- C. The City has required that this Covenant be registered against the Lands as a condition of subdivision;
- D. The Covenantor desires to grant this Covenant to restrict the use of the Lands as required by the City;

**NOW THEREFORE** in consideration of the premises contained herein and the sum of One Dollar (\$1.00), now paid by the City to the Covenantor, the receipt and sufficiency whereof is hereby acknowledged,

**THE COVENANTOR COVENANTS AND AGREES WITH THE CITY THAT:**



# EXHIBIT G

- 1) Prior to construction of any foundation and foundation drainage, a site specific geotechnical evaluation report is to be obtained from a qualified professional geotechnical engineer by the Covenantor, and provided to the Covenantee, stipulating that either:
  - a) Assurance is provided that no remedial action is required; or
  - b) Remedial action is required for the lot accompanied by a BC Building Code (BCBC) Schedule B with respect to geotechnical remediation.
- 2) The Covenantor acknowledges and agrees that if 1) b) is applicable, the Covenantor shall not issue, nor be obliged to issue, a Certificate of Occupancy until such time as a BCBC Schedule C-B letter of assurance is received providing that the remedial action has been completed or complied with.
- 3) In consideration of the approvals given by the City, the Covenantor hereby:
  - a) agrees to indemnify and save harmless the City and its employees, servants and agents in relation to or arising from any injury, loss or damage, to persons or property, caused by, or relating to, any geotechnical matter on the Lands; and
  - b) does remise, release and forever discharge and does hereby indemnify and save harmless the City and its employees, servants and agents from all manner of actions, causes of action, suits, debts, accounts, covenants, contracts, claims and demands which the Covenantor or any of its heirs, executors, administrators, successors and assigns or any other person may have against the City or its employees, servants or agents for and by reason of any injury, loss or damage, to persons or property, caused by, or relating to, any geotechnical matter on the Lands, and including any matter arising out of any breach of a provision of this Covenant or any steps taken or not taken by the City to enforce this Covenant upon a breach by the Covenantor or any actions taken to obtain redress in respect of any such breach.
- 4) The restrictions and covenants herein contained are not cancellable without the written consent of the City. Notwithstanding the forgoing, the City shall, upon deliverance of an occupancy certificate, provide consent and take all necessary steps required to have this Covenant removed from the Lands.
- 5) This agreement will not be modified or discharged except in accordance with the provisions of Section 219(9) of the *Land Title Act* and/or clause 3 above.
- 6) (1) The Covenantor hereby releases, indemnifies and save the Covenantee harmless from and against any and all actions, causes of action, losses, damages, costs, claims, debts and demands whatsoever by any person, arising out of or in any way due to the granting or existence of this Covenant, including, but not limited to any matter arising out of any breach of a provision of this Covenant or any steps taken or not taken by

# EXHIBIT G

the Covenantee to enforce this Covenant upon a breach by the Covenantor or any actions taken to obtain redress in respect of any such breach; and

- 7) The indemnity in Subsection 3(a), 3(b) and 6(1) includes, without limiting the generality of the foregoing, a claim for loss or injury to persons or to property due to the Covenantor's negligence or to the Covenantor's failure to comply with the Covenantee's bylaws or any one of them or with any provision of this Covenant.
- 8) No finding of negligence, whether joint or several, as against the Covenantee in favour of any third party in an action to which the Covenantor was not a party, shall operate to relieve or shall be deemed to relieve the Covenantor in any manner from any liability to the Covenantee, whether such liability arises under this Covenant, under the provisions of the *Local Government Act* or *Community Charter* as amended from time to time or otherwise.
- 9) Nothing in this Covenant affects the Covenantee's rights and powers in the exercise of its statutory functions under its statutes, bylaw, resolutions, orders and regulations, all of which may be fully exercised in relation to the Lands as if this Covenant had not been granted.
- 10) Nothing in this Covenant shall obligate an owner of the Lands from time to time to prepare any geotechnical investigation report unless such owner proposes to develop the Lands.
- 11) The Covenantor shall, forthwith after execution hereof by it, do or cause to be done all acts or things reasonably necessary to give proper effect to the intentions of this Covenant and shall deliver to the City two copies of this covenant in a form that is acceptable for registration against title to the Lands in the Kamloops Land Title Office. All costs of registration shall be borne by the Covenantor.
- 12) Nothing in this Covenant shall be construed as a representation or warranty by either the Covenantor or the City that the Lands are suitable for development of any kind, in whole or in part, for any purpose whatsoever. The Covenantor hereby acknowledges and agrees the Covenantee is not warranting that the Lot is suitable for the construction of any improvement whatsoever and the Covenantor specifically acknowledges that it is solely responsible to assure the suitability of the Lot for any of the Covenantor's construction requirements.
- 13) This Covenant runs with the Lands and the covenants and each and every provision hereof shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, NOTWITHSTANDING any rule of law or equity to the contrary.

# EXHIBIT G

- 14) Whenever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.
- 15) Every reference to each party hereto shall be deemed to include the officers, employees, elected officials, agents, servants, successors and assigns of that party;
- 16) This Covenant and each and every provision hereof shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, as the case may be, NOTWITHSTANDING any rule of law or equity to the contrary; and if any section, subsection, clause or phrase of this Covenant is for any reason held to be invalid by the decision of a Court of competent jurisdiction the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder.

IN WITNESS WHEREOF the parties hereby acknowledge that this agreement has been duly executed and delivered by executing the Forms C and D attached hereto.

## CONSENT TO PRIORITY

In consideration of the sum of ONE (\$1.00) DOLLAR now paid by the Transferee to CBT COMMERCIAL FINANCE CORP. (the "Lender"), the receipt and sufficiency whereof is hereby acknowledged, the Lender hereby grants to the Transferee priority over Mortgage CA6735072 respectively, registered in the Kamloops/Nelson Land Title Office on April 13, 2018, (the "Mortgage") and hereby covenants and agrees to subordinate and postpone all its right, title and interest in and to the Lands with the intent and with the effect that the interest of the Transferee herein shall rank ahead of the Mortgage as though this Covenant had been executed, delivered and registered in time prior to the registration of the Mortgage.

# EXHIBIT G

Status: Registered

Doc #: CA8724837

RCVD: 2021-01-22 RQST: 2021-02-11 07.01.27

FORM\_C\_V27 (Charge)

KAMLOOPS LAND TITLE OFFICE

LAND TITLE ACT  
FORM C (Section 233) CHARGE  
GENERAL INSTRUMENT - PART 1 Province of British Columbia

Jan-22-2021 14:58:53.039

DECLARATION(S) ATTACHED  
CA8724837 CA8724838

PAGE 1 OF 7 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Marko Mychajlo  
Maryniak  
IZMVC4  
Digitally signed by Marko Mychajlo Maryniak IZMVC4  
Date: 2021.01.21 15:30:11 -07'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

ROCKIES LAW CORPORATION

Barristers & Solicitors

201 - 907 Baker Street

Cranbrook

BC V1C 1A4

Ph: 250-426-7211

File: 135564 Morrissey Step 2

Ref: Rent Charge 69-88

Document Fees: \$149.74

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES ☐

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION

SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) ☐ Filed Standard Charge Terms D.F. No.

(b) ☒ Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

MONTANE DEVELOPMENTS LTD., INC. NO. BC0936724 (AS TO RENT CHARGE) AND CBT COMMERCIAL FINANCE CORP., INC. NO. BC0690650 (AS TO PRIORITY)

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

MONTANE DEVELOPMENTS LTD.

PO BOX 1900, 402 HWY 3

FERNIE

V0B 1M0

BRITISH COLUMBIA

CANADA

Incorporation No

BC0936724

7. ADDITIONAL OR MODIFIED TERMS:

N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

MARKO MARYNIAK

Barrister & Solicitor

201 - 907 Baker Street

Cranbrook, BC V1C 1A4

Ph: 250-426-7211

Execution Date

Y	M	D
21	01	06

Transferor(s) Signature(s)

Montane Developments Ltd. by its authorized signatory(ies):

Simon Howse

## OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.



# EXHIBIT G

Status: Registered

Doc #: CA8724837

RCVD: 2021-01-22 RQST: 2021-02-11 07.01.27

FORM\_D1\_V27

## LAND TITLE ACT FORM D

### EXECUTIONS CONTINUED

PAGE 2 of 7 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

MARKO MARYNIAK

Barrister & Solicitor

201 - 907 Baker Street  
Cranbrook, BC V1C 1A4  
Ph: 250-426-7211

Y	M	D
21	01	06

Montane Developments Ltd. by its  
authorized signatory(ies):

Signature  
Simon Howse

CHRIS TRUDEAU

Barrister & Solicitor

Suite 1B - 1801 Columbia Avenue  
Castlegar, BC V1N 3Y2

21	01	07
----	----	----

CBT Commercial Finance Corp. by its  
authorized signatory(ies):

Signature  
Print Name: PAUL MAIER

Signature  
Print Name: \_\_\_\_\_

### OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

# EXHIBIT G

Status: Registered

Doc #: CA8724837

RCVD: 2021-01-22 RQST: 2021-02-11 07.01.27

FORM\_E\_V27

## LAND TITLE ACT FORM E

### SCHEDULE

PAGE 3 OF 7 PAGES

#### 2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

Related Plan Number: **EPP106625**

STC for each PID listed below? YES ☐

[PID] [LEGAL DESCRIPTION – must fit in a single text line]

NO PID NMBR LOT 69 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 70 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 71 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 72 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 73 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 74 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 75 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 76 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 77 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 78 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 79 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 80 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 81 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 82 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 83 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 84 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 85 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 86 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 87 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 88 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625

EXHIBIT G

Status: Registered  
FORM\_E\_V27

Doc #: CA8724837

RCVD: 2021-01-22 RQST: 2021-02-11 07.01.27

LAND TITLE ACT  
FORM E

SCHEDULE

PAGE 4 OF 7 PAGES

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Rent Charge		

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION



**RENT CHARGE  
TERMS OF INSTRUMENT**

**PART 2**

**WHEREAS:**

- A. The Transferor is the owner of the Lands set out at Item 2 of Part 1 of this Rentcharge (the "Lands") which are located within the development at Fernie, British Columbia known as Morrissey Court (the "Development").
- B. The Transferee intends to provide certain auxiliary services within and/or adjacent to the Development, such services to include but not necessarily be limited to:
- (1) pathway and trail maintenance,
  - (2) snow removal from sidewalks,
  - (3) adventure park and playground maintenance, and
  - (4) sports field maintenance
- (the "Services").
- C. In order to provide the Transferee with funds to enable it to provide the Services, the owners of certain lands within the Development, including the Transferor, have agreed to grant to the Transferee a rentcharge on the basis herein described.

**PART 1- DEFINITIONS AND INTERPRETATION**

**1.01 Definitions** – In this Indenture, unless the context otherwise requires:

"Annual Amount" means, initially, the amount of \$895.00 per year, to be adjusted by the Developer on an annual basis not to be increased in an amount exceeding 10% of the Annual Amount in the immediately preceding year;

"Lands" means the following lands together with all the easements, rights, and appurtenances belonging thereto:

Lots 69-88 District Lot 4589 Kootenay District Plan EPP 106625

"Rent Charge" means the rentcharge created by this Indenture and described in section 2.01;

"year" means a calendar year, commencing January 1 and terminating December 31;

**1.02 Headings** – The headings herein are inserted for convenience of reference only and shall not affect the construction or interpretation of this indenture.

**1.03 Governing Law** – This indenture shall be governed by, and construed in accordance with, the laws of the Province of British Columbia.

1.04 Submission to Jurisdiction – The Transferor and the Transferee submit to the jurisdiction of the Courts of the Province of British Columbia and agree to be bound by any suit, action or proceeding commencing in such courts and by an order or judgment resulting from such suit, action or proceeding, provided however that the foregoing shall in no way limit the rights of the Transferee to commence suits, actions or proceedings based on this indenture in any jurisdiction.

1.05 Including Words – Wherever the singular or masculine is used herein the same shall be deemed to include the plural or the feminine or the body corporate where the context so requires.

## PART 2 – THE RENT CHARGE

2.01 The Rentcharge – The Transferor hereby conveys and grants unto the Transferee in fee simple a perpetual yearly sum equal to the Annual Amount, by way of rentcharge of the Lands.

2.02 Invoicing and Payment – The Transferee shall invoice the Transferor (or its successor(s) in title) once in each year via regular mail or electronic mail for the Annual Amount; and the Annual Amount shall be paid to the Transferee within 30 days of invoicing.

2.03 Place of Payment – The Rentcharge shall be paid to the Transferee at such place as the Transferee may advise the Transferor in writing, and failing such advice shall be paid at the registered office of the Transferee in effect from time to time.

2.04 Charge – The Rentcharge shall be charged upon the Lands, shall charge the Lands, shall run with the Lands and shall be binding upon the owner for the time being of the Lands.

2.05 Promise to Pay – The Transferor hereby covenants with the Transferee that the Transferor and all persons deriving title to the Lands or any portion thereof will at all times hereafter pay to the Transferee and persons deriving title from the Transferee the Rentcharge at the times and in the manner herein provided.

2.06 No Proration, etc. – Notwithstanding the date of the execution of this Indenture, the first payment of the Rentcharge shall be payable on or before July 2 of the year in which this Indenture is submitted to the Land Title Office for registration and shall not be prorated or reduced by reason that the Rentcharge is only registered against the Lands for a portion of the first year.

## PART 3 – REMEDIES

3.01 Remedies – If the Rentcharge is more than 21 days in arrears the Transferee may have recourse to any one or more or all of the following remedies from time to time so as to recover and compel payment of the Rentcharge, including necessary costs and expenses:

- (a) to sue the Transferor;
- (b) to sue the owner for the time being of the Lands;
- (c) to levy distress upon the Lands;
- (d) to enter and take possession of the Lands and apply the income from the Lands against what is owing, to the Transferee and upon the Transferee recovering what is owing, to let the Transferor back into possession of the Lands;

# EXHIBIT G

- (e) to lease the Lands to a trustee for a term not to exceed 21 years under the terms of such trust permit the trustee to sublease the Lands or any portion thereof and receive income therefrom and to apply such income to what is owing to the Transferee and to otherwise deal with the Lands as would a receiver and manager;
- (f) to seek appointment of a receiver for the Lands who may receive the income therefrom and apply such income to what is owing to the Transferee and to otherwise deal with the Lands as receiver;
- (g) to compel a sale of the lands;
- (h) to compel a mortgage of the Lands; and
- (i) to prove a claim upon a bankruptcy or winding-up.

3.02 Entry and Forfeiture – If the Rentcharge is more than 4 years in arrears then in addition to the remedies in section 3.01, the Transferee may enter and take absolute possession of the Lands and upon such entry all right, title, interest and equity of the Transferor in and to the Lands shall be forfeited to the Transferee absolutely; PROVIDED HOWEVER this right of re-entry shall only be exercisable by the Transferee during the lives and life of the living descendants of Her Majesty the Queen Elizabeth the Second and the last survivor of them, and such further period thereafter, if any, as shall be consistent with the law against perpetuities.

## PART 4 – GENERAL

4.01 Subdivision – This Rentcharge shall apply to every lot into which the Lands are or may hereafter be subdivided and shall be read and construed in connection with such part of lot *mutatis mutandis*, provided that each individual lot (whether fee simple or strata) into which the Lands are hereinafter subdivided capable of having constructed on it one or more dwelling units may be charged with payment of a multiple of the Annual Amount equal to the number of dwelling units capable of being constructed on such lot times the Annual Amount.

4.02 Enurement – This Indenture and all its provisions shall enure to the benefit of the Transferee and its successors and assigns and shall be binding upon the Transferor and its successors and assigns.

END OF DOCUMENT



# EXHIBIT G

Status: Registered

Doc #: CA8724837

RCVD: 2021-01-22 RQST: 2021-02-11 07:01.27

FORM\_DECGEN\_V22

## LAND TITLE ACT FORM DECLARATION

Related Document Number: CA8724837

PAGE 1 OF 1 PAGES

Your electronic signature is a representation that

(a) you are a subscriber under section 168.6 of the Land Title Act, RSBC 1996 c.250, and that you are authorized to electronically sign this document by an e-filing direction made under section 168.22(2) of the act, or  
(b) you are a designate authorized to certify this application under section 168.4 of the Land Title Act, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession, or  
(c) if the purpose of this declaration is to bring to the attention of the registrar an error, omission or misdescription in a previously submitted document under section 168.55 of the act, you certify that, based on your personal knowledge or reasonable belief, this declaration sets out the material facts accurately.

Marko Mychajlo  
Maryniak  
IZMVC4

Digitally signed by  
Marko Mychajlo  
Maryniak IZMVC4  
Date: 2021.02.10  
14:54:20 -07'00'

I, Marko M. Maryniak, Barrister & Solicitor, declare that:

1. Pursuant to the Notice Declining to Register issued February 10, 2021, the above application was defected because Part 2 of the instrument lacks sufficient words of grant to create the Priority Agreement applied for in Item 3.

To remedy:

2. Part 2 of the instrument should contain the following:

### CONSENT TO PRIORITY

In consideration of the sum of ONE (\$1.00) DOLLAR now paid by the Transferee to CBT COMMERCIAL FINANCE CORP. (the "Lender"), the receipt and sufficiency whereof is hereby acknowledged, the Lender hereby grants to the Transferee priority over Mortgage CA6735072 respectively, registered in the Kamloops/Nelson Land Title Office on April 13, 2018, (the "Mortgage") and hereby covenants and agrees to subordinate and postpone all its right, title and interest in and to the Lands with the intent and with the effect that the interest of the Transferee herein shall rank ahead of the Mortgage as though this Rent Charge had been executed, delivered and registered in time prior to the registration of the Mortgage.

3. All parties have consented to the correction.

I MAKE THIS DECLARATION AND KNOW IT TO BE TRUE BASED ON PERSONAL INFORMATION / REASONABLE BELIEF.

Marko M. Maryniak, J.D.

#### NOTE:

A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

Fee Collected for Document: \$0.00

# EXHIBIT G

Status: Registered

Doc #: CA8724839

RCVD: 2021-01-22 RQST: 2021-02-11 07.01.27

FORM\_C\_V27 (Charge)

KAMLOOPS LAND TITLE OFFICE

DECLARATION(S) ATTACHED

LAND TITLE ACT  
FORM C (Section 233) CHARGE

Jan-22-2021 14:58:53.040

CA8724839 CA8724840

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 64 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Marko Mychajlo  
Maryniak  
IZMVC4  
Digitally signed by Marko Mychajlo Maryniak IZMVC4  
Date: 2021.01.21 15:31:16 -07'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

ROCKIES LAW CORPORATION

Barristers & Solicitors

201 - 907 Baker Street

Cranbrook

BC V1C 1A4

Ph: 250-426-7211

File: 135564 Morrissey Step 2

Ref: Design Covenant 69-88

Document Fees: \$149.74

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES ☐

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION

SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) ☐ Filed Standard Charge Terms D.F. No.

(b) ☒ Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

MONTANE DEVELOPMENTS LTD., INC. NO. BC0936724 (AS TO COVENANT) AND CBT  
COMMERCIAL FINANCE CORP., INC. NO. BC0690650 (AS TO PRIORITY)

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

MONTANE DEVELOPMENTS LTD.

PO BOX 1900, 402 HWY 3

FERNIE

V0B 1M0

BRITISH COLUMBIA

CANADA

Incorporation No

BC0936724

7. ADDITIONAL OR MODIFIED TERMS:

N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

MARKO MARYNIAK

Barrister & Solicitor

201 - 907 Baker Street

Cranbrook, BC V1C 1A4

Ph: 250-426-7211

Execution Date

Y	M	D
21	01	06

Transferor(s) Signature(s)

Montane Developments Ltd. by its  
authorized signatory(ies):

Simon Howse

## OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

# EXHIBIT G

Status: Registered

Doc #: CA8724839

RCVD: 2021-01-22 RQST: 2021-02-11 07.01.27

FORM\_D1\_V27

## LAND TITLE ACT FORM D

### EXECUTIONS CONTINUED

PAGE 2 of 64 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

MARKO MARYNIAK

Barrister & Solicitor

201 - 907 Baker Street  
Cranbrook, BC V1C 1A4  
Ph: 250-426-7211

Y	M	D
21	01	06

Montane Developments Ltd. by its  
authorized signatory(ies):

Signature  
Simon Howse

CHRIS TRUDEAU

Barrister & Solicitor

Suite 1B - 1801 Columbia Avenue  
Castlegar, BC V1N 3Y2

21	01	07
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CBT Commercial Finance Corp. by its  
authorized signatory(ies):

Signature  
Print Name: PAUL MAIER

Signature  
Print Name: \_\_\_\_\_

### OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.



# EXHIBIT G

Status: Registered

Doc #: CA8724839

RCVD: 2021-01-22 RQST: 2021-02-11 07.01.27

FORM\_E\_V27

## LAND TITLE ACT FORM E

### SCHEDULE

PAGE 3 OF 64 PAGES

#### 2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

Related Plan Number: **EPP106625**

STC for each PID listed below? YES ☐

[PID] [LEGAL DESCRIPTION – must fit in a single text line]

NO PID NMBR LOT 69 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 70 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 71 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 72 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 73 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 74 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 75 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 76 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
NO PID NMBR LOT 77 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625  
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NO PID NMBR LOT 88 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP106625

EXHIBIT G

FORM\_E\_V27

LAND TITLE ACT  
FORM E

SCHEDULE PAGE 4 OF 64 PAGES

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Restrictive Covenant		Covenant over Lots 69 through 88, DL 4589 KD Plan EPP106625.  Dominant Land: See Schedule

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

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FORM\_E\_V27

## LAND TITLE ACT FORM E

### SCHEDULE

PAGE 5 OF 64 PAGES

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

### ITEM 3. NATURE OF INTEREST:

#### ADDITIONAL INFORMATION:

##### Dominant Land:

Registered Owner of PID: 007-576-391 Lot A DL 4589 KD Plan 9587 Except Plans NEP22339, NEP62291, NEP62407, NEP62408, NEP64706, NEP64864, NEP65351, NEP66828, NEP66830, EPP44900, EPP45555 EPP51119, EPP48838, EPP55349, EPP72587, EPP77751, EPP87188, EPP90403, EPP100240 and EPP106625



# EXHIBIT G

Status: Registered

Doc #: CA8724839

RCVD: 2021-01-22 RQST: 2021-02-11 07.01.27

This Covenant granted as of the \_\_\_\_<sup>th</sup> day of \_\_\_\_, 2020.

## **BETWEEN:**

**MONTANE DEVELOPMENTS LTD.** (Inc. No. BC0936724), a company incorporated in British Columbia and having a registered office at P.O. Box 490, 202-502 Third Avenue, Fernie, British Columbia, V0B 1M0

(the "Transferor")

## **AND:**

**MONTANE DEVELOPMENTS LTD.** (Inc. No. BC0936724), a company incorporated in British Columbia and having a registered office at Box 490, 202-502 Third Avenue, Fernie, British Columbia, V0B 1M0

(the "Transferee")

## **WHEREAS:**

A. The Transferor is the registered owner of those certain parcels or tracts of land lying in the City of Fernie, in the Province of British Columbia, and being more particularly described in Item 2 of Part 1 of the within Instrument (the "Servient Tenement")

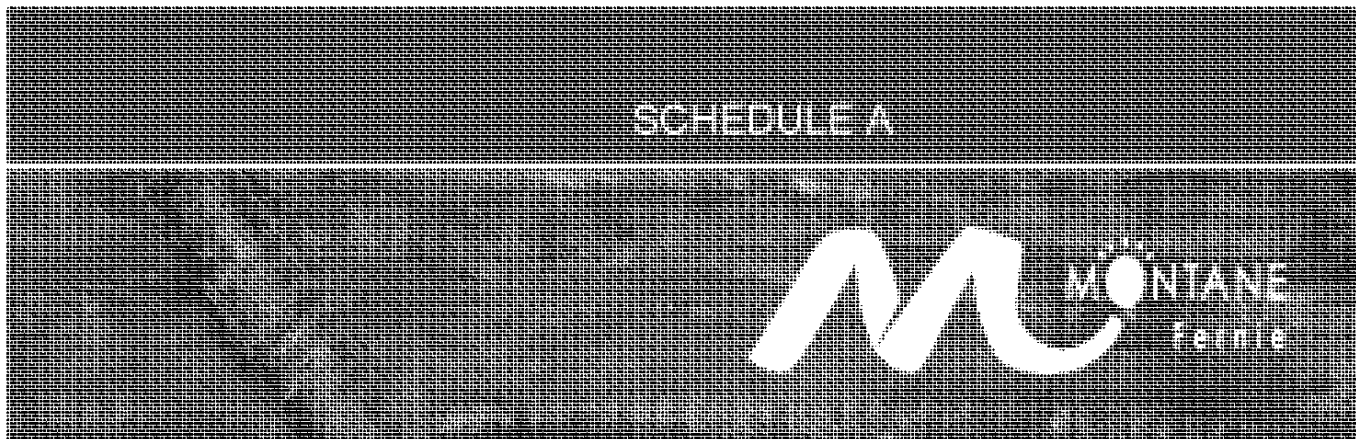
B. The Transferee is the registered owner of those certain parcels or tracts of land lying in the City of Fernie, in the Province of British Columbia, and being more particularly described in Item 3 of Part 1 of the within Instrument (the "Dominant Tenement"); and

C. The Transferee has requested of the Transferor and the Transferor has agreed to enter into a covenant on the terms and conditions hereinafter contained in order that the Transferee may better control the development of the Servient Tenement.

## EXHIBIT G

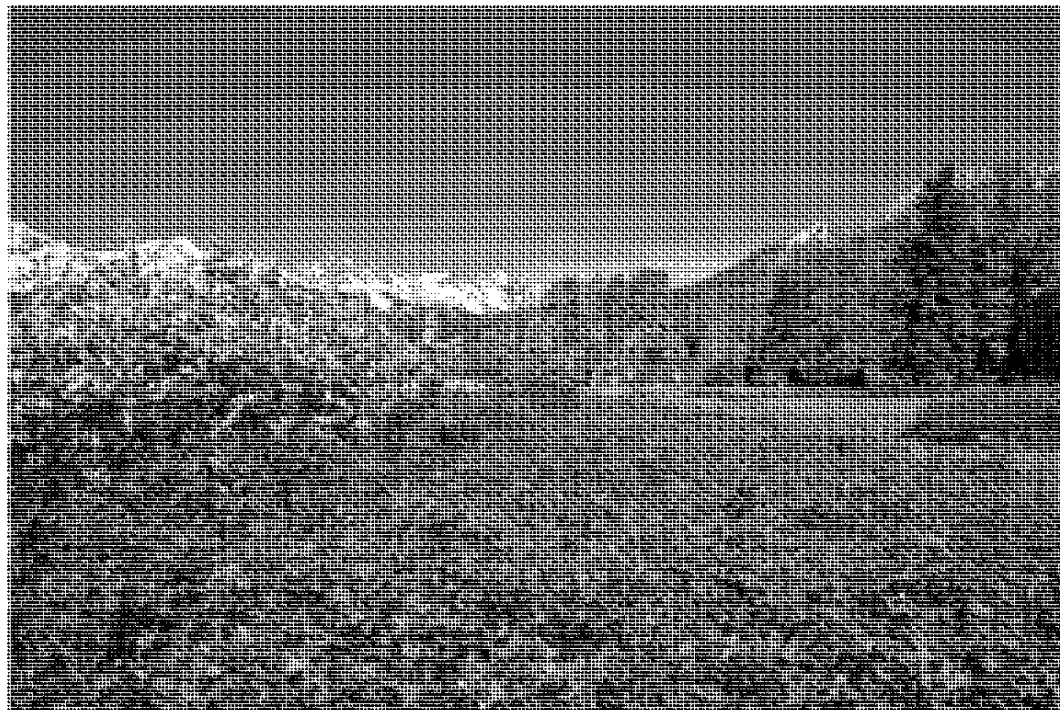
**NOW THEREFORE WITNESSETH** that in consideration of these presents and the sum of TEN (\$10.00) DOLLARS of lawful money of Canada paid by the Transferee to the Transferor, the receipt of which is hereby acknowledged, the Transferor does hereby grant, covenant and agree for the benefit of the Dominant Tenement, as follows:

1. No improvements shall be constructed on the Servient Tenement unless the plans for the same shall have been approved as to form and content by the Transferee herein, with such approval not to be unreasonably withheld.
2. It is agreed that the Transferee herein will not be unreasonably withholding its approval of the proposed plans of the Transferor herein if the same do not conform in all material respects with the design guidelines, a copy of which are attached hereto as Schedule "A", of the Transferee generally in effect within the development of which the Servient Tenement forms a part.
3. It is agreed that the Transferor shall require the approval of the Transferee to the contractor hired by the Transferor to construct improvements on the Servient Tenement.
4. It is agreed that the burden of this Restrictive Covenant shall run with the Servient Tenement, shall be binding upon the parties hereto and their respective successors and assigns for a term expiring 25 years from the date this Restrictive Covenant is filed in the Land Title Office, and that the said Restrictive Covenant shall be for the benefit of and be appurtenant to the Dominant Tenement.



# MONTANE

## Single-Family Residential Design Vision and Codes



October 9, 2014

Revised December 2014

# Preface

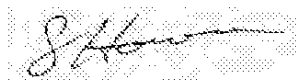
*MONTANE is a community set within a spectacular alpine setting with year-round recreational opportunities located within walking distance to the historic downtown of Fernie. The natural environment, including the diverse forest and magnificent views, along with the rich history surrounding the community and the City of Fernie provide the inspiration.*

*The Vision is intended to ensure that all designs minimize disruption to the site, enhance the overall alpine environment and are consistent with the design objectives of MONTANE. All improvements should comply with local and provincial guidelines.*

*The following sections set forth the ideas and guidelines for all new buildings, building additions, site work and sustainability measures related to each single family lot. The photos provided are intended to convey concepts, and not to depict specific plans for construction. Guidelines are made to be flexible. All aspects of home design must be approved by the Design Review Committee.*

*In summary, these guidelines are written to help protect your investment and provide guidance towards a creative uniquely familiar design vision within the MONTANE Community.*

*Enjoy!*



Simon Howse

GM, Parastone Developments Ltd.



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Appendix A - Glossary of Defined Terms

Appendix B - Approved Plant List

Appendix C - Drawing Requirements

Appendix D – Photo Samples of Mountain Modern Homes

Schedule of Restrictions

# 1.0

## The Vision

### The Natural Landscape as the Organizing and Dominant Element



The MONTANE Mountain Environment

MONTANE is set within a unique mountain environment, which provides the basis from which the overall character of the landscape and buildings has been established. Our goal of the Vision is to preserve, repurpose and enhance the indigenous landscape pattern. Within this landscape the development of a Modern Mountain architecture is to be crafted. The dominant landscape framework will work with the architecture to build the MONTANE experience.



## 1.1 DESIGN THEME

The vision for the growth and development of MONTANE focuses on preserving and enhancing the natural resources of the community:

1. **The landscape dominates the scene:** The existing forest landscape is the primary 'form giver' for all improvements and design decisions on the site. The environmental setting, context and landscape are the driving forces behind the design of community elements, buildings, plant palettes and outdoor improvements. MONTANE then will grow into a 'place' nestled into the forest and have the qualities of a mountain settlement that connects with the great outdoors. This principle then provides for the flexibility of diverse solutions that are unified by the landscape.
2. **Emphasis on the use of natural and authentic materials:** The predominant use of native landscape plantings and 'modern mountain' construction materials reinforces the principles of maintaining authenticity and instilling a 'sense of place'. Plant materials are to be either native plants or plants well-suited to the climate, natural precipitation patterns and the regional conditions of Fernie.
3. **Utilizing informal and simplistic planting patterns:** Landscape planting designs are to replicate the simple but diverse vegetation patterns of the natural landscape.
4. **Designing "human scale" and understated structures that draw from modern architectural styles to create elements that form part of the forest environment:** Buildings, landscape structures and site amenities are to be constructed of natural building materials with modern elements using techniques and detailing that draw from Mountain Modern designs.
5. **The implementation of Sustainable Design concepts:** MONTANE is dedicated to establishing sustainable forestry, stormwater, development and building practices.

## 1.2 MONTANE

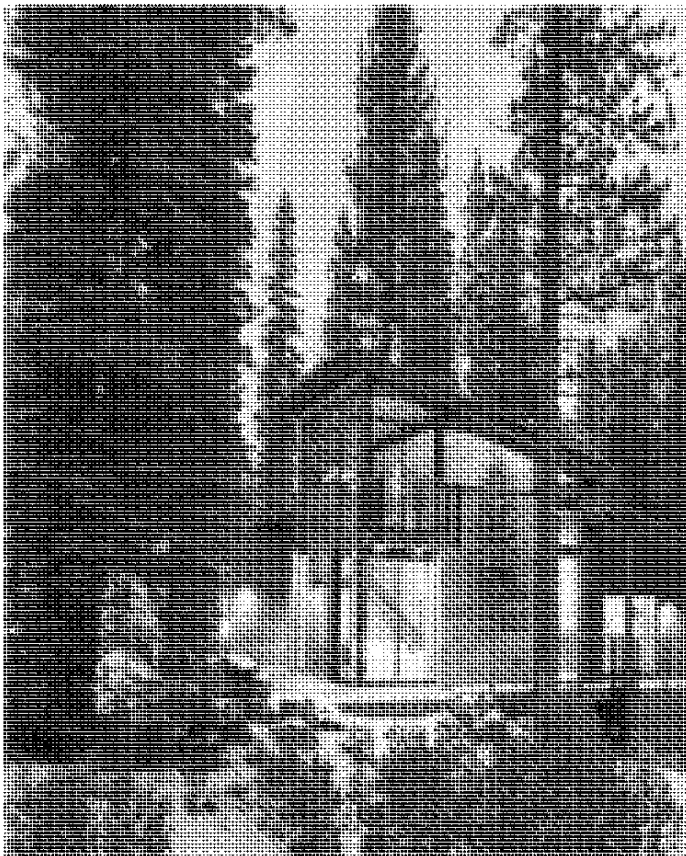
The incorporation of modern architectural variety and indoor-outdoor elements such as courtyards, outdoor terraces and covered porches are encouraged to help articulate building forms while allowing the home to better relate to the surrounding landscape.

Architectural forms are characterized by simple geometries, integration of inside and outside spaces, and a preference for robust and authentic building materials.

The siting of building and design of architectural forms throughout MONTANE will take advantage of the panoramic views with consideration to the community as a whole. Creativity is encouraged however **the Design Review Committee (DRC) will reserve the right to reject designs that do not fit into the aesthetic goals of MONTANE.**

# 2.0

## Site and Landscape Design Codes



The following chapter sets forth ideas and guidelines for all site work relating to each lot, including grading, planting, siting of structures, design of outdoor areas and preservation and enhancement of landscape and views.

## 2.1 SITE AND LANDSCAPE OBJECTIVES

The site and landscape are to be designed in concert with the architecture to continue to reinforce the MONTANE design theme and achieve the design objectives outlined below:

**1. Forest Preservation:**

Preserve, protect and enhance the existing diversity of the forest and natural environment so the landscape dominates the scene. Houses are to be sited to minimize tree removal. Any further tree removal must be approved by the DRC or fines may occur. A natural buffer is to be maintained between the house and street, neighbouring lots and other off-site areas.

**2. Responsive Integrated Design:**

Buildings and associated improvements are to be sited to minimize grading and stormwater impacts, step with the topography and maintain a low, subordinate profile against the backdrop of the surrounding forest.

**3. Emphasis on the Outdoor Lifestyle:**

Design courtyards, decks and outdoor space to emphasize the outdoor-oriented lifestyle. Natural and existing landscape features such as rock outcroppings, vegetation and topography are to be incorporated into landscape designs to create a gradual transition between the built and natural environments

**4. Utilization of natural, modern, 'sustainable' materials:**

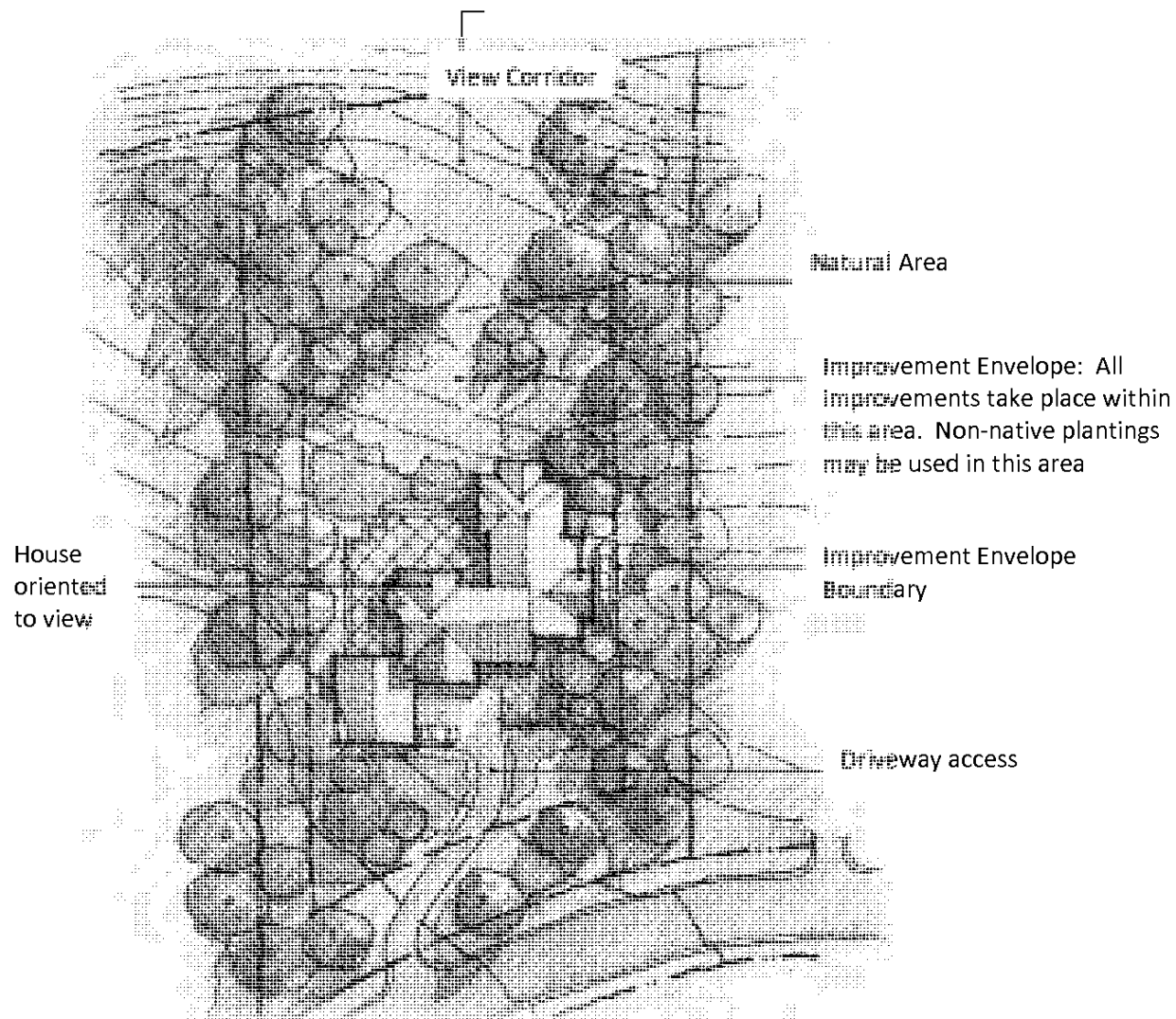
Use natural and sustainable materials for landscape structures, site walls and outdoor areas that complement Modern Mountain living.

## 2.2 LOT DIAGRAMS

**Objectives:**

- Minimize site disturbance and cleared areas.
- Minimize impervious areas.
- Preserve and protect natural resources (vegetation, water quality) to the greatest extent possible.

A Lot Diagram will be prepared for each lot. The Lot Diagram designates an Improvement Envelope, natural area, preferred driveway access, maximum building height, maximum gross floor area, maximum site coverage and other factors affecting the development of the lot.



## 2.2.1 IMPROVEMENT ENVELOPES

The Improvement Envelope is the area designated on the Lot Diagram within which all improvements and site disturbance, with the exception of utility connections, driveways, native landscape enhancements and any associated grading or site walls, are to occur. All non-native landscape plantings are to be kept within the Improvement Envelope. Refer to Section 2.11 Landscaping and Plant Materials.

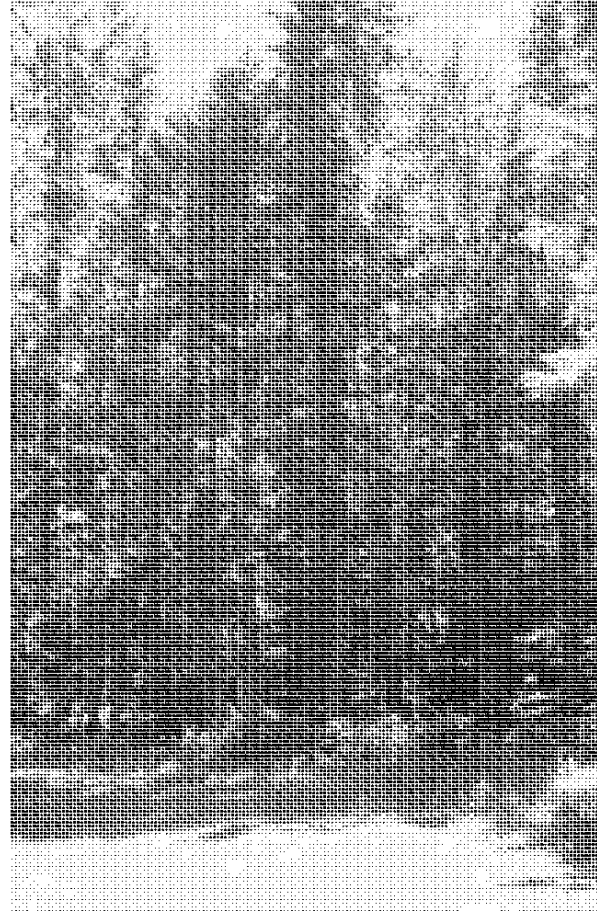


## 2.2.2 NATURAL AREA

The Natural Area is the remaining area of the Lot outside of the Improvement Envelope, excluding the driveway. This area is to remain as much as possible in its natural condition. Proposed trees, shrubs and other plant materials within the Natural Area are to blend with the site's existing native landscape and create natural screens that lessen the visual impact of buildings on the site. Good forestry practices and clearing of fire hazards are permitted within the Natural Area, subject to committee approval to refer to Section 2.9 Wildfire Mitigation and Section 2.11.5 Planting Codes within the Natural Area.

## 2.2.3 MAXIMUM SITE COVERAGE

In order to minimize the extent of impervious surfaces on the Lot, maximum Site Coverage is indicated on each Lot Diagram. Site Coverage is defined as the total area covered on a Lot by impervious surfaces, including, but not limited to buildings, roof, overhangs, driveways, autocourts, porches and terraces.



## 2.3 SITING CONSIDERATIONS

### Objectives:

- Integrate built improvements with natural landforms, vegetation and other landscape characteristics that are unique to the Lot.
- Minimize site disturbance to the greatest extent possible.
- Minimize the visual impact of buildings and related structures.

### Guidelines

1. Where possible, the axes of the principle building masses are to be oriented parallel to existing contours to reduce grading impacts.
2. Outdoor living areas, such as terraces and lawns are to be contained within the Improvement Envelope with off-site visibility minimized.
3. All improvements, driveway turnarounds area, site disturbance and grading around the building are to be located within the Improvement Envelope.

## 2.4 GRADING

**Objectives:**

- Protect and preserve existing vegetation.
- Blend site improvements with the natural land form.
- Minimize disturbance to the site.

**Guidelines:**

1. Where necessary, a Professional Engineer and Landscape Architect are to prepare a full set of drawings including grading, drainage, utility locations, re-vegetation, and sedimentation and erosion control plans for all new construction.
2. Flat-pad grading is not permitted.
3. Grading designs are to protect and retain as many existing trees and related vegetation as possible.
4. Slopes are generally not to exceed 3:1. Slopes in excess of 3:1 may be considered provided the stabilization treatment and design is consistent with the overall guidelines of this section. Natural slopes are to be used instead of structures wherever feasible.
5. Grading may not extend outside of the Improvement Envelope with the exception of that associated with driveways, minor paths and utility improvements.
6. Cut and fill slopes are to be re-vegetated as soon as possible with plantings and re-vegetation mixes appropriate to the site. Refer to Approved Plant List, Appendix B.

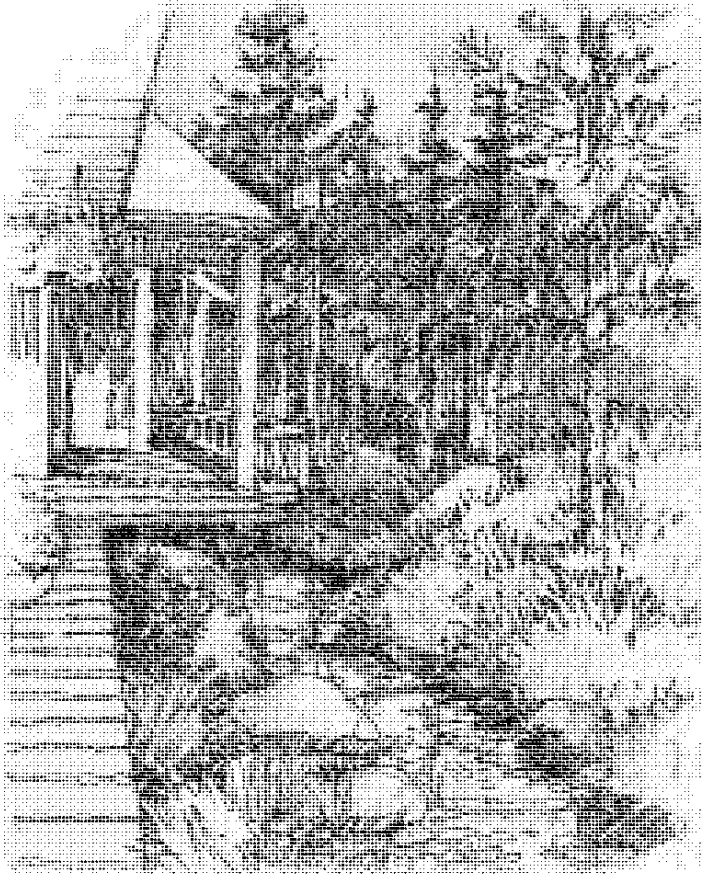
## 2.5 DRAINAGE SYSTEMS AND STRUCTURES

**Objectives**

- Utilize fundamental stewardship concepts to preserve and/or mimic the natural hydrologic functions of the site.
- Minimize disturbance of the site to protect downstream water quality.
- Control stormwater at the source, to the greatest extent possible, by utilizing onsite detention and infiltration techniques.

**Guidelines**

1. Utilize the Lot Diagram to identify the optimum area for development. Identify and preserve all sensitive areas that affect hydrology, including drainages, wetlands, steep slopes and mature vegetation to minimize hydrologic impacts.
2. Natural drainage courses are to be protected and existing drainage patterns maintained.
3. New drainage courses are to appear and function like natural drainage ways.
4. Allow for distributed control of stormwater throughout the site at the source. Systems include a combination of infiltration, depression storage, vegetated swales and the utilization of gentle side slopes.



Drainages and/or bioswales are to appear and function like natural drainage ways while adding aesthetic value

5. Decrease the need for “structural” drainage systems, by utilizing materials such as native plants, soil, gravel and rock to create integrated drainage systems that mimic the natural hydrologic functions of the site while adding aesthetic value.
6. Headwalls, lined ditches, and similar drainage structures visible from off-site are to be built of, or lined with, an approved stone. If used, metal and concrete pipes are to be concealed.
7. Drainage plans are to locate snow storage and push zones where snow accumulation will not block drains and/or dam melt-water runoff. Drainage designs are to consider where melt-water will go and/or be retained on-site.
8. Drainage is to be directed away from the center of impervious surfaces to avoid ice buildup. Paved or impervious areas are to be sloped a minimum of 2% to increase water flow from surfaces.
9. Owners are responsible for controlling and retaining drainage resulting from the development of their Lot. Drainage is not to be directed onto other lots or properties, unless located within a designated drainage easement.
10. Trenching for drainage lines should not encroach within the drip line of existing trees

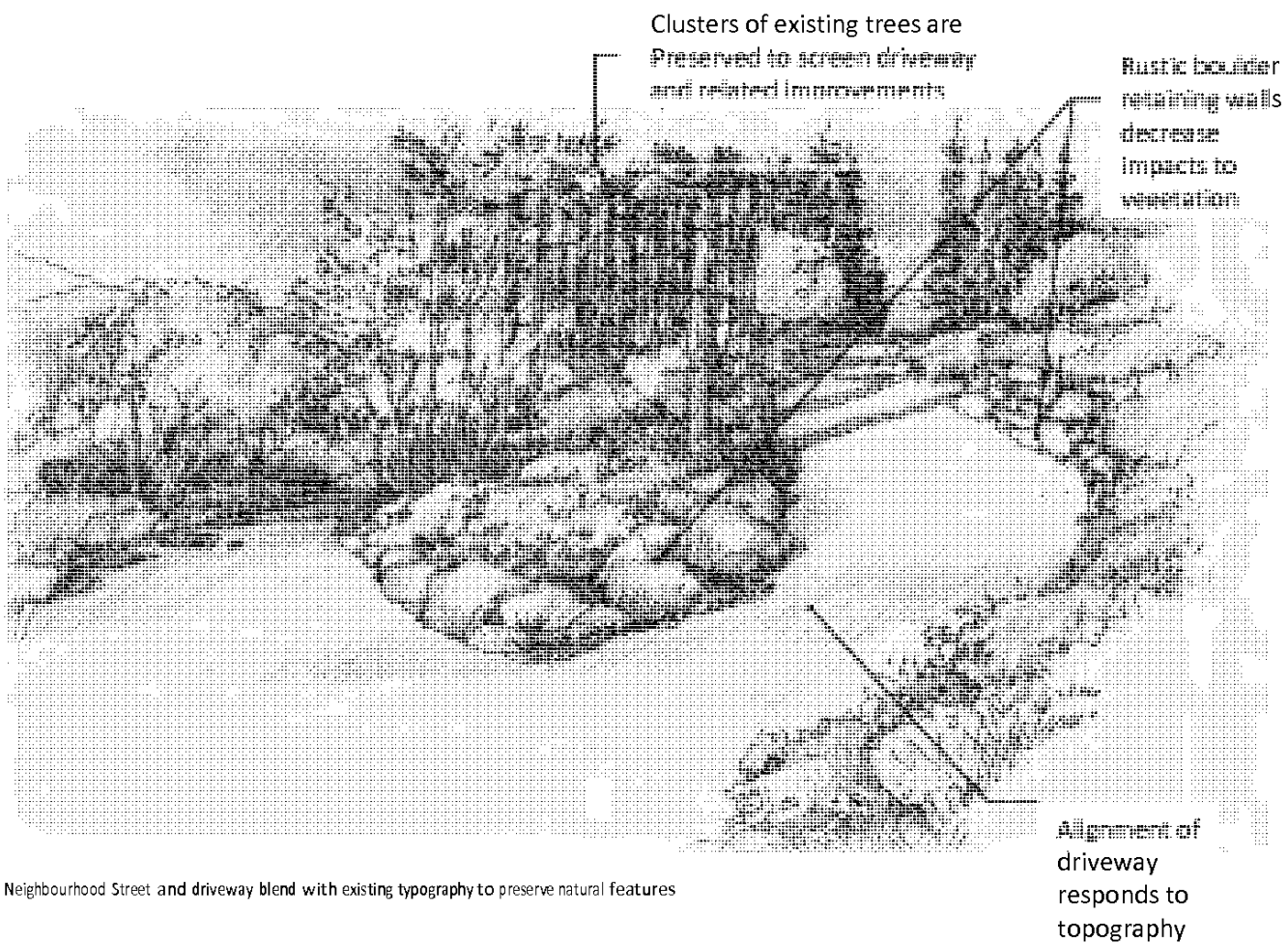
## 2.6 Driveway and Parking Requirements

### Objectives:

- Minimize visibility of garages, paving and parking areas.
- Blend driveways with the existing topography.
- Preserve the natural features of the Lot.

### Guidelines:

1. Only one driveway entry is permitted per Lot. Preferred driveway access locations are indicated on the Lot Diagram. All driveways are to follow alignments that minimize grading, tree cutting, off-site visibility or other disruption to the Lot.



2. Driveways can be formulated by various materials - asphalt, concrete, concrete pavers, natural pavers or pervious blocks but must be approved by the DRC.
3. Parking spaces are to be the minimum required to handle the Owner's parking needs. A minimum of one enclosed parking space is required on each Lot.



- 4 Guest parking spaces are to be screened from off-site views.
- 5 Driveways and parking designs are to consider snow removal and snow storage needs.
- 6 Driveway grades may not exceed a 12% gradient but may go up to 16% for short runs. Heated driveways are recommended for grades in excess of 11%. The first and last 20 feet (6 meters) of the driveway may not exceed a 6% gradient.

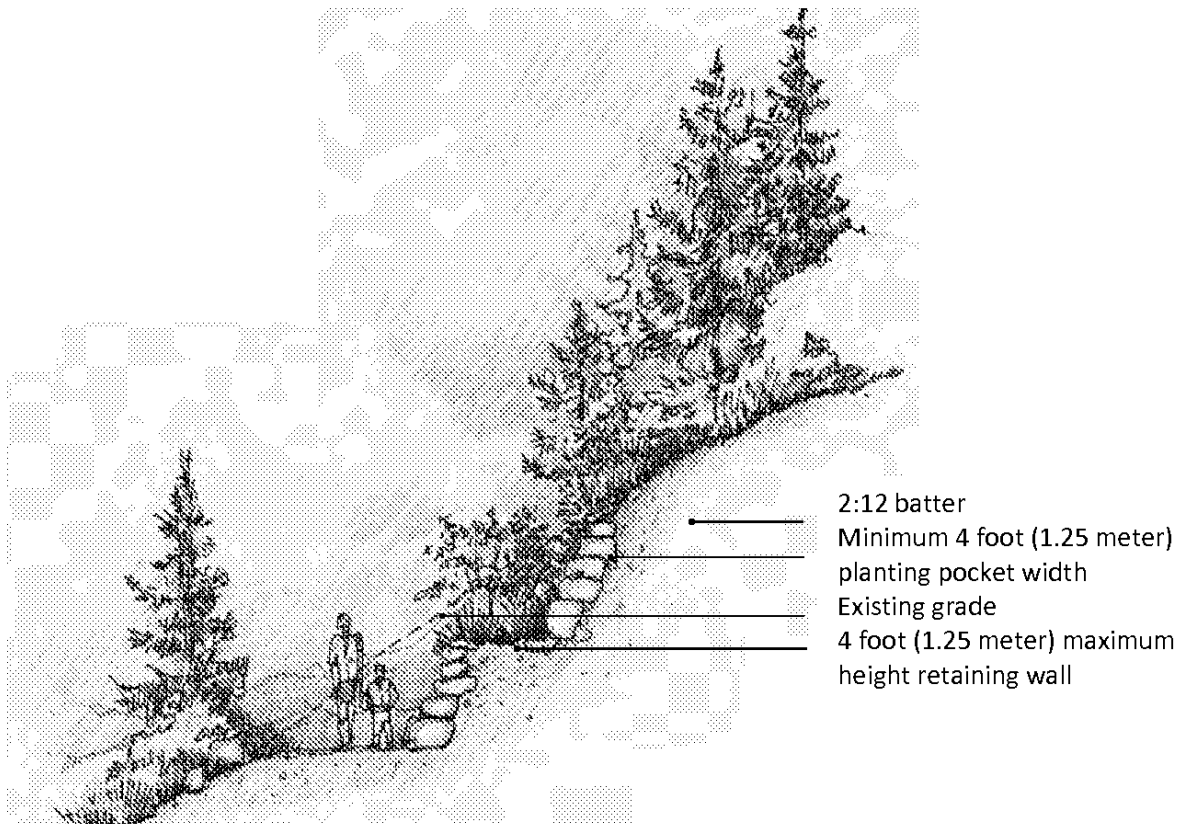
## 2.7 RETAINING AND SITE WALLS

### Objectives:

- Minimize disturbance to the site by utilizing walls to preserve vegetation.
- Integrate retaining walls into the existing topography to reinforce the connection of the built environment with the landscape.
- Use authentic materials that appear to be local to the site and constructed with traditional dry stack, timber and/or boulder methods.

### Guidelines:

1. Retaining walls are not to exceed 4 feet (1.25 meters) in height. Walls up to 6 feet (2 meters) in height may be considered on a case by case basis provided they are not visible from public viewpoints.
2. Walls in excess of 4 feet (1.25 meters) in height are to be designed by a professional engineer.



# EXHIBIT G

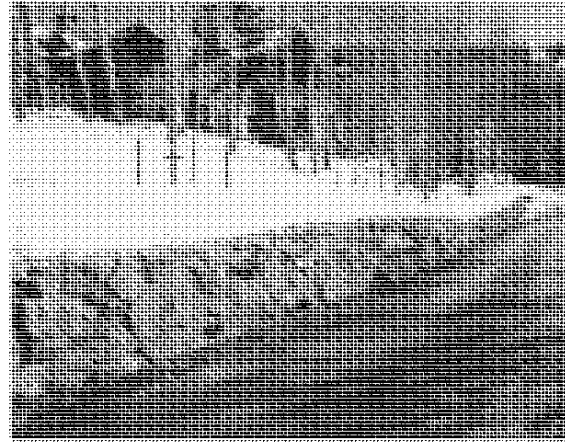
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Rustic stone retaining wall reinforces the connection of the built environment with the landscape



Retaining wall minimizes site disturbance and transitions naturally into existing landforms



Authentic materials used with dry stack method to appear native to site



Planting integrates wall with landscape

3. Terraced wall structures with ample planting pockets (minimum 4 feet wide) are to be used where grade changes exceed 4 feet (1.25 meters).
4. Tops of walls are to blend with natural contours. End of walls are not to end abruptly, but are to transition naturally into existing landforms and vegetation.
5. Walls in excess of 2 feet (60 centimeters) in height are to be designed with a batter (minimum 2:12).
6. All retaining walls that are visible from off-site are to be stone or timber treatments that blend with the forest environment and complement the overall architecture aesthetic.

## 2.8 FENCES, GATES AND SITE WALLS

### Objectives:

- Allow for privately fenced areas that maintain views and minimize off-site visibility.
- Minimize disturbance to the natural vegetation.

### Guidelines:

1. In order to maintain the visual quality of an open and natural wooded landscape, fences and site walls are to be minimized and should be sited within the Improvement Envelope
2. Fences are not to exceed 5 feet (1.5 meters) in height with the exception of those used for pool enclosures, which are to comply with all safety standards as specified by local jurisdictions. Pool and spa fences may require additional detailing and landscape treatments, as specified by the Committee, to mitigate off-site visibility.
3. Fences used as pet enclosures may use wire mesh, finished to recede into the landscape, and added to a wood rail fence provided they are not visible from off-site.
4. Dog runs are allowed provided they are constructed of the materials noted above and are not visible from off-site.
5. All fences and gates are to extend the architecture of the residence and utilize Modern Mountain inspired designs.
6. Plant materials are to be woven in and around fences to help fences blend with the landscape.
7. **All Fencing profiles are to be approved in writing prior to installation.**



## 2.9 WILDFIRE MITIGATION

**Objectives:**

- Minimize potential landscape fuels around the Residence.
- Maintain a fire-retardant landscape.

**Guidelines:**

General requirements of the Fuel Modification Plan are listed below. All wildfire prevention measures are to comply with the City of Fernie Community Wildfire Protection Plan. A minimum 30 feet (10 meters) of Defensible Space is to be maintained around the perimeter of all structures. Only fire retardant materials, which tend to be more open in structure, have thick stems and are more succulent, are to be planted with the Defensible Space. Within the Defensible Space, the following landscape management standards are to be implemented:

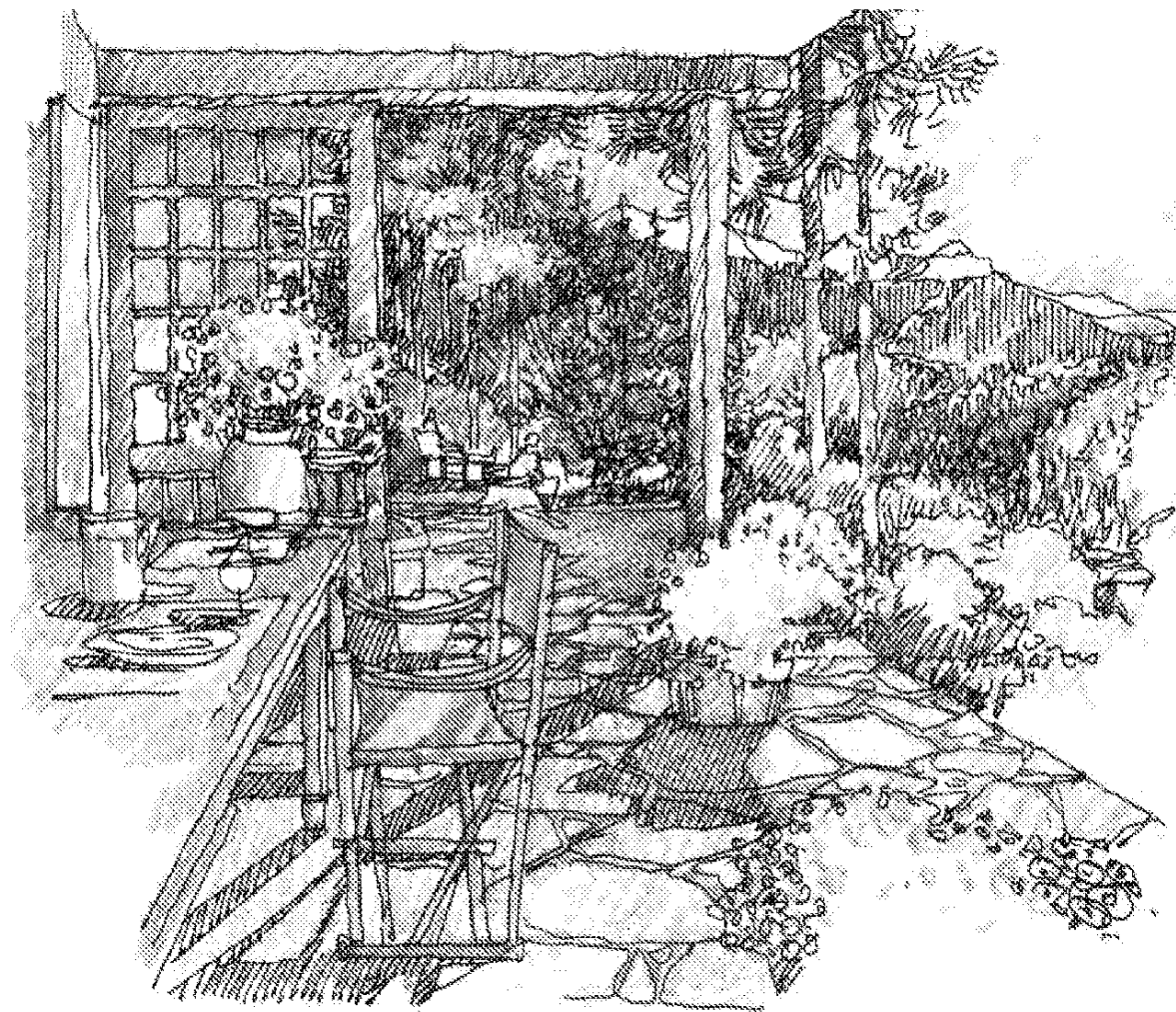
1. Eliminate ladder fuels and lower limbs of trees:
  - Remove lower branches up to least 1/3 of the tree height when understory vegetation and small trees are present.
  - When understory vegetation is not present, remove lower branches to a minimum of 6 to 8 feet (2 to 3 meters) above the ground.
  - The lower branches of shrubs are to be removed to provide for at least 12 inches (30 centimeters) of clearance from ground fuels.
2. Remove dead vegetation and piled debris (such as firewood) from the Defensible Space and break up the continuity of brush species.
3. Replace shrubs with low ground cover and maintain a height of 4 inches (10 centimeters).
4. Reduce continuous brush fields to individual plants or small clusters at least 15 feet (4.5 meters) apart.
5. Use driveways, paths, turf areas and trails to break up plant continuity.



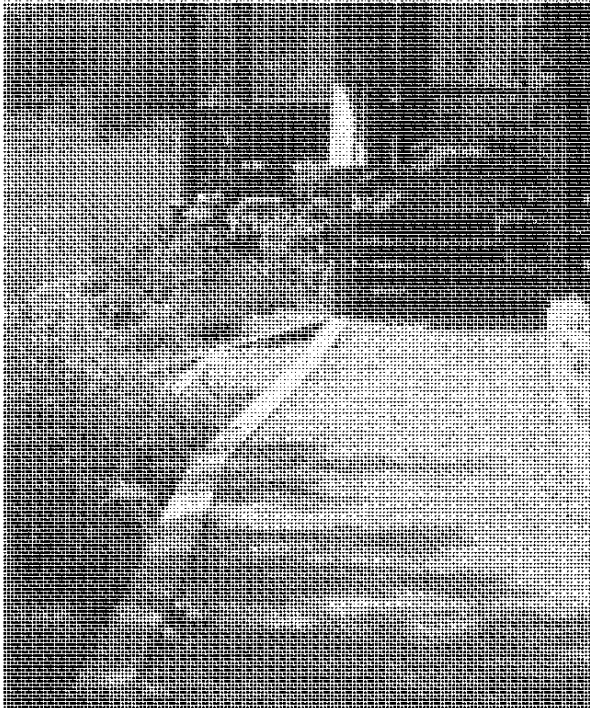
## 2.10 EXTERIOR HARDSCAPE DESIGN — PATHS, OUTDOOR STAIRS AND TERRACES

**Objectives:**

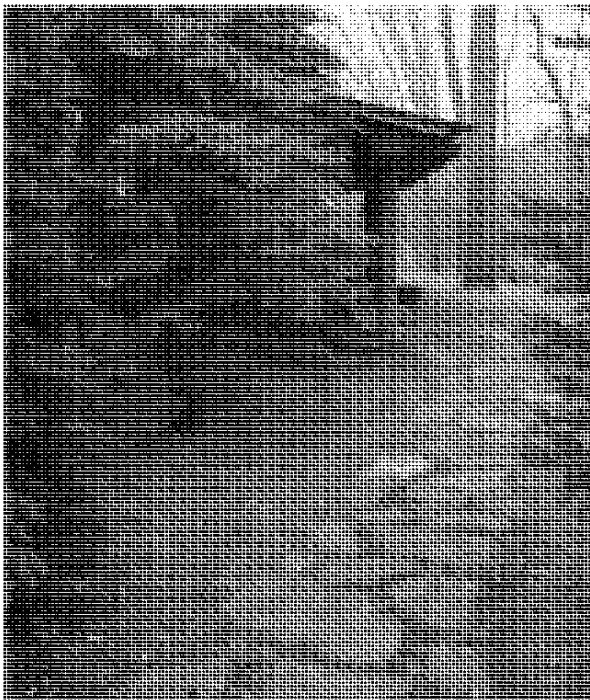
- Design outdoor terraces, rooms and spaces that are natural extensions of the indoors.
- Integrate outdoor site features with the natural topography and vegetation.
- Utilize materials that complement the architecture of the house.



Outdoor "room" is a natural extension of indoor area



Wood header is combined with pervious crushed rock surface to define path



Native stone pavers create natural path

#### Guidelines:

1. Appropriate paving materials for exterior hardscape areas include:
  - Local stone
  - Brick (veneered, faux brick not permitted)
  - Faux stone that has the appearance of native stone
  - Coloured and/or patterned concrete
  - Pre-cast concrete pavers
  - Crushed compacted rock or similar pervious solutions
  - Chipped stone
2. Inappropriate paving materials include:
  - Clay tile
  - Non-coloured, untextured concrete
  - Asphaltic concrete
3. The spatial organization of the Residence and that of the outdoor rooms is to blur the line between indoors and outdoors.
4. Paths, outdoor stairs and terraces are to follow the natural topography and respond to existing vegetation patterns.
5. Fire pits may be built in accordance with local fire and safety standards. All fire pits are to be attached to the patio hardscape. Site plans are to indicate fire pit location in relationship to tree drip lines.
6. On-grade terrace areas and outdoor living areas are to be designed with informal shapes, irregular edges and rustic materials to help in the gradual transition from the man-made environment to the natural landscape. Formal shapes are not appropriate.



A. Blowing Rock dominates the site

## 2.11 LANDSCAPING AND PLANT MATERIALS

### Objectives:

- Re-vegetate disturbed areas with native plant materials. Consult with local nurseries for advice.
- Preserve and enhance the diversity of the surrounding forest.
- Use plant materials and existing tree clusters to anchor buildings to the site.
- Protect tree stumps, snags and forest ground plane duff to preserve the unique character of the site.

### 2.11.1. General Planting Codes

1. The planting design of each Lot is to take its cue from the existing diverse plant palette surrounding the Lot. Group or cluster shrubs and trees in informal patterns that mimic the natural pattern found onsite.

2. Landscape improvements are to incorporate, rehabilitate and enhance the existing forest character by utilizing indigenous species and minimizing areas of intensive irrigation.
3. A list of approved planting materials and their applications are included in Appendix B. Approved re-vegetation seed mixes are also included in Appendix B.
4. Proposed plant materials that are not on the Approved Plant List are to be identified on all landscape submissions with a full description of the plant and the intent of its proposed use.
5. Native plant materials are to be used for erosion control and are to establish rapid surface stabilization. The Committee may require additional stabilization measures, such as jute matting. Refer to Appendix B for approved seed mixes.
6. Sun intensity and penetration is to be considered when locating plant materials.



Careful trimming  
and/or limbing up of trees  
may be permitted to open  
selective views from homes

## 2.11.2 PLANTING MATERIAL REQUIREMENTS

1. At the time of installation, conifers are to be a minimum of 6 feet (2 meters) in height, single-trunk deciduous trees are to be a minimum caliper size of 2 inches (5 centimeters) and multi-trunk deciduous trees are to have a minimum caliper size of 3/4 inches (2 centimeters) at each trunk and are to have a minimum height of 6 feet (2 meters).



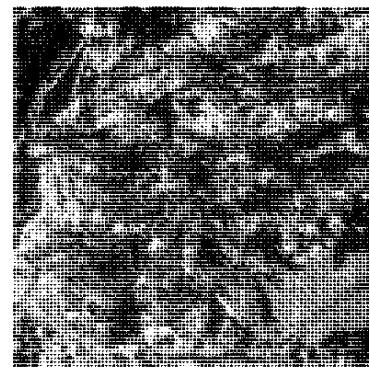
2. A minimum of 50% of the total shrub count is to be 5 gallons in size. The remaining 50% may be 1 gallon in size. Spacing is to ensure full massing in two growing seasons. Shrub planting as a single monoculture may not be spaced greater than 48 inches (1.25 meters) on centre; 24 to 36 inches (60 to 90 centimeters) on centre is encouraged.
3. Groundcover materials are to be representative of industry standards for container size (i.e. flats, liners, 4 inch (10 centimeters) pots, 1 gallon containers). Placement is to be triangular in pattern and spaced to achieve full coverage within two full growing seasons.
4. Seed mixes are to be applied according to accepted local practices for seeding rates. The optimal time for seeding is from September 15 to October 30 or April 1 to 30 (assuming adequate snowmelt). Hydroseeding between April 30 and September 15 will require temporary irrigation. Failure to achieve 30% vegetative cover after one growing season will require a re-application of the hydro seed mix.
5. The quantity of introduced tree and shrub plantings is to be sufficient to effectively blend buildings with the native forest canopy.



Spirea (spireasp)



Tall Mahonia - Mahonia aquifolium



Creeping Penstemon - Penstemon casespitosis

### 2.11.3 PLANTING CODES WITHIN THE IMPROVEMENT ENVELOPE

1. In areas immediately adjacent to buildings and not visible from off-site, a greater variety of non-native plant material, as listed in the Approved Plant List, is permitted. The use of drought tolerant and/or native plant materials is strongly encouraged.
2. The landscape design on each Lot is to gradually transition from the Improvement Envelope to the natural area to blend with and enhance the existing native forest pattern.
3. New plantings are to be used to frame important view sheds, reduce the visual impact of Residence, and screen outdoor service areas and other improvements from adjacent lots and public viewpoints.



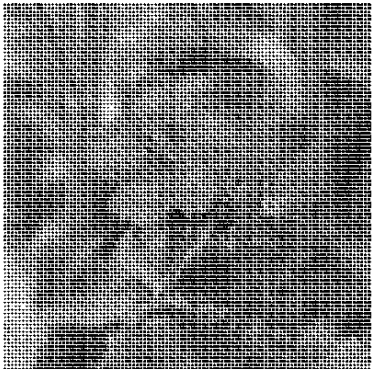
: Non-native plantings and minimized turf areas may be used within the Improvement Envelope

## 2.11.4 LAWN AREAS

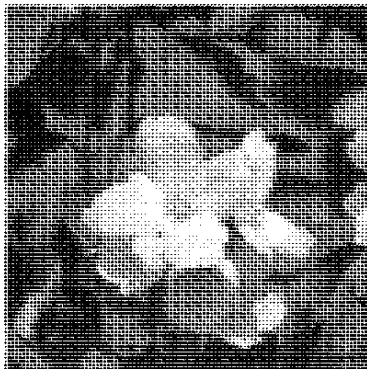
Turf or native grass areas are to immediately adjoin outdoor use areas such as patios, and are to be minimized to the greatest extent possible.

## 2.11.5 PLANTING IDEAS WITHIN THE NATURAL AREA

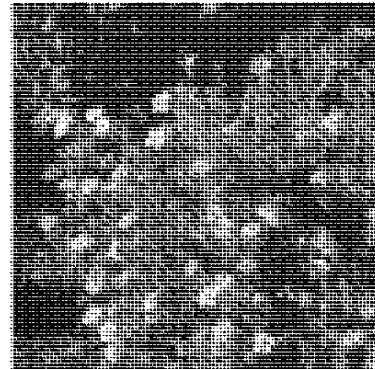
The Natural Area is to be planted only with native plant materials, as listed in Appendix B. Planting patterns and density is to be similar to that of the adjoining natural forest.



Sticky Geranium  
*Geranium viscosissimum*



Lewis Mock Orange  
*Philadelphus lewisii*



Shrubby Cinquefoil  
*Potentilla fruticosa*

## 2.12 IRRIGATION

**Objectives:**

- Minimize irrigation requirements by using native plant materials and those that are well-suited to the local climate.

**Guidelines:**

1. Group plant materials according to their water consumption needs.
2. Irrigation or supplemental watering, whether in the form of temporary irrigation, drip irrigation, or spray irrigation, is to minimize the impact upon the site and stormwater impacts, while providing enough moisture to ensure healthy plantings.
3. All shrub and groundcover plant material are to be drip-irrigated with a permanent automatic system. All non-native planting areas shall receive soil amendments within the root zone and a minimum 2 inches (5 centimeters) of mulch.
4. Conventional spray irrigation is limited to defined lawn areas. These systems are to be fully automatic and conform to all local regulations.
5. Low spray heads or low-water bubblers are allowed within the Improvement Envelope in close proximity to buildings.
6. Drip irrigation of tree and shrub plantings is permitted within the Improvement Envelope.
7. Soils are to be amended and surfaced with mulching to increase water retention.

## 2.13 VEGETATION PROTECTION, REMOVAL AND THINNING

**Objectives:**

- Remove vegetation as necessary for proper forest management, fuel modification and safety.
- Minimize cleared areas to reduce downstream water quality and erosion impacts.

**Guidelines:**

1. Building improvements are to be designed around existing trees to the extent feasible.
2. The removal of trees on Lots is not permitted except when approved by the DRC. Unauthorized removal or cutting of trees by the Owner or Consultant is subject to fines as established by the Committee.

## 2.14 EXTERIOR LIGHTING

**Objectives:**

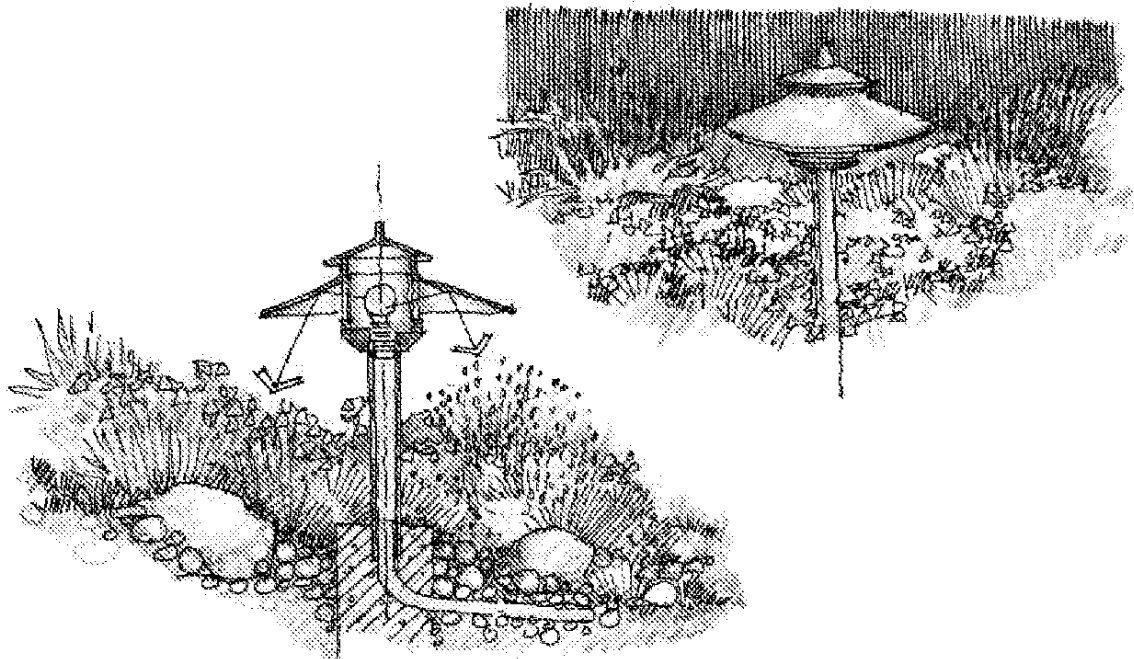
- Maintain the dark night-time sky.
- Restrict light spill to within the Improvement Envelope and directly adjacent to the building.
- Light fixture designs are to be consistent and complement the Residence's architectural style.

## 2.14.1 LOCATION OF LIGHT FIXTURES

1. Light fixtures, with the exception of driveway and address marker lighting, are to be confined to the Improvement Envelope and designed to minimize light overspill on adjacent properties.
2. In order to minimize glare and exterior light spill, interior lighting is to be concentrated at activity areas and minimized adjacent to windows. Lighting adjacent to windows is to be directed towards the Residence's interior and baffled with architectural and decorative devices, such as deep roof overhangs and curtains.
3. Light fixtures at pathways, where required for safety, may be a maximum height of 48 inches (1.25 meters).

## 2.14.2 LIGHT EMISSION

1. Exterior night lighting is to be kept to an absolute minimum as required for safety and address identification at entrances, driveways and buildings. All light fixtures are to be active for short-term use only.
2. Light sources are to be a warm, soft colour that accurately renders true colour. Lights that emit harsh, glaring white light are not permitted.
3. Exterior lighting is to use downward facing, horizontal cut-off fixtures, which hide the light sources. Uplighting is not allowed unless light spill is confined by architectural elements.
4. Lanterns are to use low intensity (25 watt or less) light sources with translucent or frosted glass lenses. Clear glass may be acceptable with low voltage bulbs and clear glass bulbs, subject to the Committee review of visibility from off-site.
5. Guardrails and/or posts with reflectors may be used to help delineate the driveway.
6. Security lighting for emergency purposes may be permitted by the Committee, provided the sources are not visible from off-site, are fully shielded, and are set on a timer or motion detector.
7. Energy conserving bulbs are encouraged.



Fixture designs are downward facing with horizontal cut-offs to minimize light spill



## 2.15 EXTERIOR SERVICE AREAS AND UTILITIES

**Objectives:**

- Design exterior service areas to be consistent with and integrated into the building's architecture.
- Screen service areas from off-site views.

**Guidelines:**

1. Trash disposal, outdoor work areas, utility meters and connections, transformers, air conditioning units, pool/spa equipment and similar above-ground devices are to be completely screened from off-site views by the use of architectural devices and/or plant materials. Where feasible, these areas are to be integrated into the building's architecture. Noise emission from such devices is to be contained.
2. Owners are responsible for providing utility services lines to their homes and service areas.
3. In order to minimize site disturbance, all utility lines are to be located underground, and when feasible, under or along driveways. Utility alignments are to minimize grading, clearing and tree removal.
4. Garbage and recycling is to be kept inside until the day of garbage collection.
5. Utility boxes, including meters, are to be attached to or incorporated into the building's architecture and screened from off-site views. All exposed metal related to utilities (meters, outlet covers, etc.) is to be painted to match adjacent natural and/or building materials.
6. All items above are to be shown on the site plan and submitted for consideration by the DRC.

## 2.16 ADDRESS MARKERS

**Objectives:**

- Install address markers consistent with community-wide design standards.

**Guidelines:**

Owner is to obtain the approved address marker design from the Committee. Address markers are to be installed and maintained in accordance with the design specifications and according to the following Codes:

1. The address marker is to be located within 20 feet (6 meters), but not closer than 6 feet (2 meters), of the intersection of the driveway and the road.
2. Lighting of address markers shall be in accordance with fire regulations and where applicable, is the responsibility of Owners.
3. Real estate signs are subject to design location restrictions.
4. Any maintenance work performed on address markers by the DRC will be billed to the Owner.

## 2.17 MISCELLANEOUS LANDSCAPE IMPROVEMENTS

**Objective:**

- Design miscellaneous landscape improvements to be consistent with the Residence's architecture and the landscape guidelines outlined in the Codes.

**Guidelines:**

1. The Committee will review in-ground pools and spas, water features, outdoor artwork and any other improvements not addressed above on a case-by-case basis.
2. Such improvements are to be located within the Improvement Envelope, completely screened from off-site and designed in keeping with the guidelines described throughout the Codes.

### 3.1.1 WALL MATERIALS

**Objectives:**

- To use modern, natural and environmentally friendly materials.
- To maintain the horizontal expression of building walls and volumes.
- To utilize contrasting texture and colours for different components of the building to bring a diversity and richness to exterior walls.

**Guidelines:**

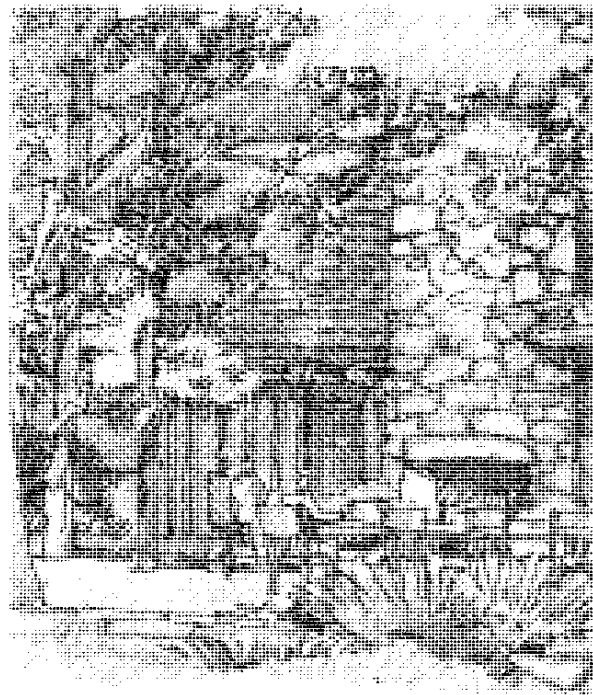
Wall materials may include stone, varied wood, manufactured treatments and metal accents. The Committee may approve stucco as part of a wall system.

Where changes in wall material occur, there is to be a clear break in the surface plane. Materials are to be consistently applied to all building elevations.

**Stone Foundation Walls**

The use of stone is strongly encouraged, particularly on building foundations and to define full-height, three-dimensional elements, such as a completed wing of the house or an accessory structure. The foundation wall may extend up to the porch, deck railing height or window sill height. With the exception of chimneys, stone may not be used for individual elements, such as wall or decorative panels.

Stone surfaces are to have structural, dry-stack appearance. Walls are to incorporate a mix of sizes and shapes with larger stones predominantly at lower levels. Natural bedding planes are to be laid horizontally.



**Wood**

Appropriate wood wall treatments may include:

- Horizontal timbers with or without chinking
- Horizontal wood siding
- Vertical board and batten or board on board
- Rustic or coloured shingle siding
- Engineered lumber or composite wood products
- Reclaimed and/or salvaged wood

Various sizes and profiles of wood siding and engineered products may be used in horizontal or vertical patterns, subject to approval by the DRC.

**Metal**

Metal siding may be used to accent building forms. When used, metal materials, such as COR-TEN steel, copper and zinc, are to have a natural patina appearance that blends with the subtle earth tones of the site.

## 3.1.2 ROOF DESIGN

**Guidelines:**

Roofs are not to be a dominant element of the building. Bright coloured roofs will not be considered.

Clipped gables are discouraged. Hipped roofs may only be used on porches to wrap around the building.

**Roof Pitches**

In general, primary gable roofs are to have pitch however unique roof designs are encouraged and subject to approval by the DRC. Primary shed roofs are acceptable but will be subject to additional comments and in many instances – recommended changes from the Design Review Committee will occur.

Roofs are to have overhangs and/or eaves that offer protection at outdoor patios, decks, entrances and terraces and provide summer shade while still allowing for penetration of winter sunlight.

### Roof Materials

Approved roof materials include:

- Synthetic materials which simulate wood shakes (per Committee approval)
- Standing seam or corrugated metal roofs, including copper, COR-TEN steel, Galvalume and zinc, with a natural patina
- Slate shingles
- Asphalt shingles

Inappropriate roofing materials include:

- Barrel clay tiles
- Wood shakes

Physical samples of all roofing materials are required for Committee review.



### Dormers

Shed or gable roof forms may be utilized.

### Chimneys, Flues and Roof Vents

Chimneys are to be finished with stone or an approved manufactured wood wall treatment to match elsewhere on the building. Masonry units and metal treatments will be considered by the Committee on a case by case basis.

Flues and vents are to be consolidated and enclosed within chimney-like enclosures.

Chimneys, flues and roof vents are to be designed with stout upslope diverters to prevent snow shed damage.

### Gutters, Downspouts and Flashing

The overall design and strategic placement of roof forms is to be the primary method of managing water runoff and snow-shedding. However, gutters and downspouts may also be used to effectively divert water from entries and outdoor rooms toward surface drainage.

Where required, gutters, downspouts and flashings are to be constructed of durable metals, such as copper or dark metal, which will weather to colours that blend with roofs and walls.

Gutters, downspouts and rain chains draining water from roofs are to be designed to empty into natural drainage systems, such as crushed rock beds or grass-lined swales and away from foundations and paved surfaces.



**Skylights, Satellite Dishes and Solar Panels**

- Skylights and solar panels offer energy savings through natural daylight and solar heat gain. Layout, location, size and configuration of skylights and solar panels are to fit with the design and proportions of building and roof forms.
- Solar panels must lay flat against the roof.

Skylights are to comply with the following standards:

- Glass is to be clear, flat and non-reflective. Skylights are to be mounted on the same plane and angle as the associated roof. Domed and/or bubble skylights are not permitted.
- Interior light may not be pointed upwards or directly emitted through skylights. Skylights are to be located to minimize visibility from neighbouring homesites and adjacent streets.

Satellite dishes are not to exceed 24 inches in diameter. Satellite locations are to minimize off-site visibility.

Satellite dishes may be painted to match roofs and/or other adjacent building materials.

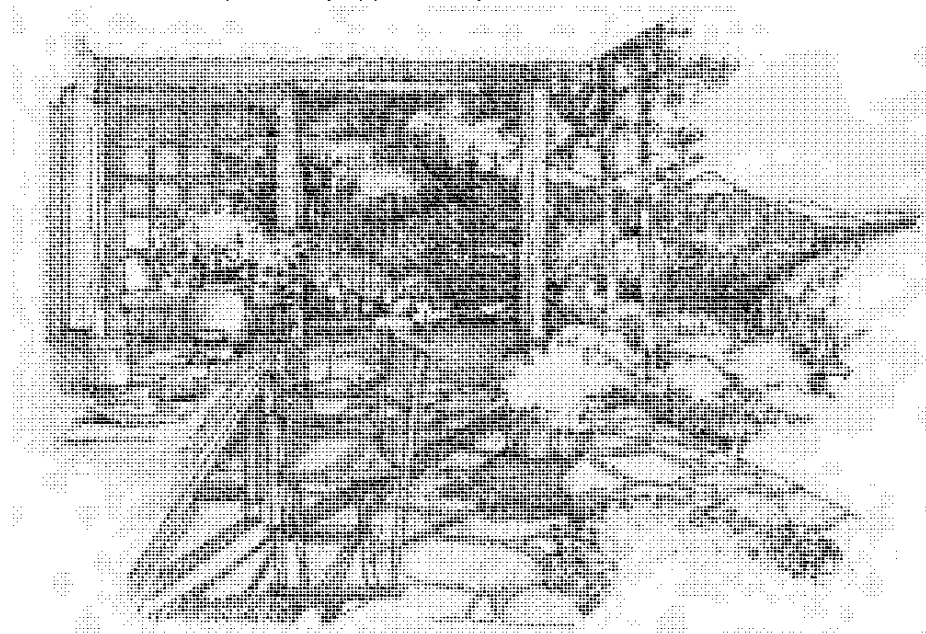
### 3.1.3 PORCHES, STOOPS AND BALCONIES

**Objectives:**

- To incorporate custom railing designs that draw upon the Mountain Modern concept.
- To design decks, porches and balconies as seamless extensions of the indoor areas.

**Guidelines:**

1. Balconies, decks and porches are to be constructed on a solid surface as appropriate to the house style and exterior finishes unless specifically approved by the DRC.



Semi-enclosed porch design provides transition to outdoor areas

2. Custom column and railing designs should appear as natural extensions of the buildings. Detailing is to be consistent with that of the house, using simple, refined wood and metal forms or stone. Metal accents as railings may be appropriate provided they are treated for a dark, non-reflective, or patinaed appearance.
3. If visible from offsite or the street, the underside of porches, decks and balconies shall be finished to a level consistent with the exterior materials and trim of the residence and combined with an integrated planting scheme.

### 3.1.4 WINDOWS AND DOORS

1. Proportions of allowable front façade glazing are specific to each house style.
2. Casement, double hung and single hung are appropriate window types; opening and non-opening windows must match the profile and detail of the adjacent windows.
3. Windows shall be built of wood and are to be painted, stained or clad. Some vinyl window styles and colours may be permitted. No white vinyl is permitted.
4. Use of figured or frosted glass only with prior approval.
5. Tinted glazing is not permitted in windows facing the street.
6. Muntin bars are encouraged to be the same material and finish as the window sash and frame.
7. All window lites created by muntins are to be square or vertically rectangular in proportion, including transoms.
8. Feature windows may be used only once on the front elevation of each unit.
9. Metal sliding patio doors are discouraged on elevations visible from the street.
10. Screen doors shall be fully screened and not visible from front of house.
11. Garage doors shall be Modern Mountain in appearance
12. Garage doors shall not exceed 8 feet in height and 16 feet in width if facing the street.
13. Glass block may be used on side elevations of houses, not facing a street when fire code restrictions apply. The proportions of the glass block opening are to be vertically rectangular or square. No stepped patterns will be permitted.

### 3.1.5 COLUMNS

Columns shall be subject to the approval of the Committee.

### 3.1.6 BALUSTRADES

1. Where the porch is less than 2 feet above grade, balustrades should function as a sitting rail, 18" minimum to 24" maximum in height above the floor of the porch.
2. Sitting rails should be 6" minimum to 18" maximum in depth. Balusters should adjust to this required width.
3. Balustrades may be wood, painted steel, glass or beams, depending on the style of the house.
4. Balusters must be consistent in the design and materials with the architecture of the house.
5. Wood balustrades must have corner newel posts in a size that is appropriate to the design.
6. Intermediate newel posts are required in balustrade lengths greater than 8 feet.
7. Balusters shall be spaced to meet British Columbia Building Code minimum requirements.
8. May be solid shingled, sided or stone to handrail height to match the building base.

### 3.1.7 Soffits and Trim

1. Trim should be finished in stained wood or an approved manufactured product.  
Trim should include:
  - Simple door and window surrounds
  - Cornices and sills
  - Corner boards and battens
  - Detailing
  - Bargeboard
  - Top trim plates on plinths
2. Fascia shall be of wood or an approved aluminum or manufactured product. Vinyl fascia is not permitted.
3. No stucco trim or raised stucco detailing of any kind will be permitted.
4. Eavestrough and downpipes are to be minimized on front elevations, are to be arranged symmetrically, and painted to match trim. Flashings are to be minimized on front elevations, and to be painted to match trim.
5. Trim and batten boards must be specified to the DRC on architectural drawings.

### 3.1.8 OUTBUILDINGS AND GARAGES

1. Outbuildings shall be consistent in design and materials with the main building. All elevations of the outbuilding must have the same level of detail as the main building.
2. Connection to the main building may only occur in the form of an open breezeway or enclosed link, the eave height of either not exceeding one story.
3. Where front drive garages are allowed on narrow lots:
  - The garage should be incorporated into the form of the house.
  - The wall of the garage door may not extend beyond the front wall, or porch, of the house.
  - Pared single door garages are encouraged.
  - Windows are recommended on at least one side of the garage; window details are to be consistent with the Design Guidelines for the main body of the house.

## 3.2 APPROVED COLOURS

Actual samples of exterior finishes are to be brought to the DRC for approval. Architectural drawings coloured appropriately to hard samples provided.

Owners are encouraged to contact the DRC representative via email with any questions they may have prior to meeting with their architect and/or building company.

**Owners must use a registered architect and A Licensed building company.**

## 4. CONSTRUCTION GUIDELINES

To assure the construction of any improvement within MONTANE occurs in a safe and timely manner without damaging the natural landscape and while minimizing disturbance to residents or guests, these Guidelines will be enforced during all construction activities. The Owner of a Homesite shall be responsible for violations of the Guidelines (including the construction regulations contained herein) by any contractor, subcontractor, agent, or employee performing any activities on behalf of the Owner within MONTANE, whether located on the Homesite or elsewhere within the community.

### 4.1. PRE-CONSTRUCTION CONFERENCE

The Pre-Construction Conference is to be held prior to beginning site clearing. All conditions of final design approval are to be met prior to scheduling the Pre-Construction Conference. During this meeting, the contractor meets with an authorized representative of the Committee to review the approved final plans, the Construction Guidelines, and to coordinate scheduling and construction activities with the Committee. Requirements to be completed before the Construction Conference are as follows:

The contractor is to bring to and/or complete the following items prior to the conference:

1. Compliance Deposit (See Section 4.4)
2. Construction Sign details (See Section 4.13)
3. Contractor Emergency Contact Information

### 4.2 SITE OBSERVATION

This observation includes review of staking of the Construction Area including all corners of proposed buildings, driveways and extent of grading. In addition, flagging of all areas to be protected will be reviewed.

### 4.3 FINAL OBSERVATION

Owners and/or their contractors are to schedule the Final Observation prior to applying for Certificate of Occupancy and after all improvements, with the exception of landscaping, have been completed.

During this observation, the Committee will verify that final construction has been completed in accordance with approved plans.

If approved, the Committee issues Compliance Certificate within 30 days. If not approved, the Committee issues a Notice to Comply within seven (7) days. In the event a Notice to Comply is issued, the Contractor is to rectify the discrepancies found and schedule an additional observation.

### 4.4 COMPLIANCE DEPOSIT

Prior to commencing any construction activity, a Compliance Deposit in the amount of \$10,000 is to be delivered to the Committee as security for the project's full and faithful performance during the construction process in accordance with Committee-approved final plans.



The amount of the Compliance Deposit may be revised by the Committee from time to time as necessary.

The Committee shall return the Compliance Deposit to the depositor within 30 days of issuance of the Compliance Certificate.

## 4.5 CONSTRUCTION PARKING AREAS

All vehicle and parking areas are to be managed in accordance with the following requirements:

- All vehicles are to be parked in approved parking areas, as shown on the approved Construction Management plan.
- Where parking on the shoulder occurs, all damage to the shoulder and landscape is to be repaired by the Contractor continually and not left for the end of construction. Vehicles may not be parked outside of the Construction Area.
- No vehicle repair is allowed on the Homesite except in the case of emergency or within a full enclosed garage.

## 4.6 DELIVERY AND STORAGE MATERIALS AND EQUIPMENT

Each Contractor is responsible for ensuring his/her subcontractors and suppliers obey all posted speed limits and traffic regulations. Fines will be imposed by local police and/or the Committee against the Contractor, Owner and/or Compliance Deposit for repeated violations. The following, additional Guidelines apply to all material delivery and storage.

All building materials, equipment and machinery are to be delivered to and remain within the Improvement Envelope or as otherwise approved by the Committee. This requirement includes all building materials, earth-moving equipment, trailers, generators, mixers, cranes and any other equipment or machinery that will remain on the Construction Site overnight.

Delivery vehicles may not drive across neighbouring properties to access a construction site.

## 4.7 HOURS OF CONSTRUCTION

Daily working hours are limited to Monday through Friday 7:00 a.m. – 6 p.m. Saturday hours are from 9:00 a.m. – 4:00 p.m. However, Saturday and Sunday construction on sites within 300 feet of an occupied residence is limited to indoor work. Noisy activity is prohibited on Sunday. Construction hours may be revised at the discretion of the Committee.

## 4.8 FIRE AND SAFETY PRECAUTIONS

Wildfire prevention is a serious concern at MONTANE. To mitigate this danger, all contractors are to refer to the fire safety guidelines provided by the local Fernie Fire Department. The following additional fire and safety precautions are to be adhered to at all construction sites:

All fires are to be reported even if it is thought to be contained, extinguished or already reported.

- One or more persons are to be appointed as the individual(s) responsible for reporting emergencies and/or phoning 911.
- Access for emergency vehicles is to be maintained at all times.
- Access to fire hydrants, emergency water tanks and emergency turnouts are not to be blocked at any time.
- Smoking materials are to be discarded in approved containers.

## 4.9 CONSTRUCTION TRAILERS AND/OR TEMPORARY STRUCTURES

Upon approval of the Construction Management Plan and receipt of the building permit as required, a temporary construction trailer or portable field office may be located on building site within the Improvement Envelope, subject to the following Guidelines:

- The type, size and colour of construction trailers are to be approved by the Committee during the Pre-Construction Conference.
- The field office may not be placed on site earlier than two weeks prior to the actual start of continuous construction activity.

## 4.10 SANITARY FACILITIES

Owners and their contractors are responsible for providing adequate sanitary facilities for construction workers. Portable toilets are to be located within the Improvement Envelope and in a discreet location, as approved on the Construction Management Plan. Sanitary facilities are not to be located within 50 feet of drainages and/or other sensitive resources

## 4.11 DEBRIS AND WASTE REMOVAL

The following debris and waste removal procedures are to be adhered to at all construction sites:

- Trash and debris are to be cleaned up at the end of each day. Trash and debris are to be removed from each construction site at least once a week and transported to an authorized disposal site.
- Dumping, burying and/or burning trash is not permitted anywhere within MONTANE.
- Heavy and large debris, such as broken stone and wood scraps, are to be removed from the site immediately upon completion of each work trade.

- Concrete washout, from both trucks and mixers, is to be contained within the Improvement Envelope and concealed by structure or covered with backfill. Concrete washout in road rights-of-way, setbacks or on neighbouring properties is strictly prohibited and will be fined.
- During the construction period, each construction site shall be kept neat and is to be properly policed to prevent it from becoming a public eyesore, nuisance or detriment to neighbouring properties. Owners are responsible for any clean-up costs incurred by the Committee in enforcing these requirements.
- Dirt, mud and/or other debris is to be promptly removed from public or private roads, open spaces, driveways and/or other portions of MONTANE.

## 4.12 EXCAVATION, GRADING AND EROSION CONTROL

During construction, erosion is to be minimized on exposed cut and/or fill slopes through proper soil stabilization, water control and re-vegetation.

All measures are to comply with the City of Fernie Fire Department.

## 4.13 CONSTRUCTION SIGNS

One temporary construction sign per Homesite is permitted during construction, subject to the following Guidelines:

- The sign is not to exceed 1 square meter.
- The design and information indicated on construction signs are to conform to examples provided by the developer.
- Emergency contact information is to be posted on the construction sign.

## APPENDIX A

### GLOSSARY OF DEFINED TERMS

**Applicant**

Owner and/or their representative responsible for the Design Codes Approval Processes described in Appendix C.

**Area of Disturbance**

The area surrounding construction activities that is impacted by such construction.

**Building Height**

The vertical distance from the highest point of a structure to the average of the highest and lowest points where exterior walls touch natural grade.

**Commissioning Agent**

A professional qualified to evaluate and certify a building is designed, constructed and functions in accordance with the Owner's specified operational requirements, such as energy conservation and indoor air quality.

**Consultant**

A person retained by an Owner to provide professional advice or services.

**Contractor**

A person or entity retained by an Owner for the purpose of constructing any improvements within MONTANE.

**Design Codes (Codes)**

The standards, guidelines, review procedures and construction regulations adopted and enforced by the Committee as set forth in this document and amended from time to time by the Committee.

**Excavation**

The digging and removal of earth from its natural position or the cavity resulting from such removal.

**Fill**

The material used to increase an existing grade.

**Improvement**

Any constructed element on a Lot and/or Parcel, including but not limited to: buildings, terraces, paths, utilities, driveways, walls, garages and the like.

**Improvement Envelope**

That portion of a Lot and/or Parcel, wherein all improvements may take place (as established by front, rear and side setbacks), including all buildings, terraces, autocourts and/or garages, with the exception of some native landscape planting, utilities, walls and driveways.

**Landscape Architect**

A person licensed to practice landscape architecture.



**Lot**

Private residential properties within MONTANE.

**Lot Diagram**

The individual site plan for each Lot and/or Parcel that describes the unique attributes of the particular site and indicates important design parameters such as topography, the Improvement Envelope, Natural Area, easements of record.

**Natural Area**

An area that is altered moderately so that it blends with all adjoining naturally landscaped areas and creates natural screens to obscure and soften built improvements from neighbouring areas. All plant materials introduced in these areas are to be native species as indicated in Appendix B – Approved Plant List.

**Notice to Comply**

Written notice issued to an Owner and/or Contractor of any changes and/or alterations not in compliance with Committee approved plans or the Codes, which are to be corrected as requested by the Committee.

**Site Coverage**

The maximum portion of a Lot and/or Parcel that may be covered by a building and/or any other impervious surface including, but not limited to porches, courtyards, terraces and driveways.

**Subdivision Plan**

The individual site plan, approved by the City of Fernie for each single/multi-family or commercial parcel.

**Sustainable Design (Sustainable, Sustainability)**

The implementation of environmentally sensitive and resource conserving techniques into the design of a building and associated landscape. Sustainable Design is intended to create buildings that are integrated with the local landscape and climate to create a healthier living environment for the building's inhabitants and neighbours.

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## APPENDIX B

### APPROVED PLANT LIST

Trees	Botanical Name	Common Name	Native	Natural Areas	High Soil Moisture Areas
	<i>Abies lasiocarpa</i>	Subalpine Fir			
	<i>Abies amabilis</i>	Amabilis Fir	x		
	<i>Abies concolor</i>	White Fir			x
	<i>Acer ginnala</i>	Amur Maple			x
	<i>Alnus rubra</i>	Red Alder	x	x	
	<i>Amelanchier alnifolia</i>	Saskatoon Serviceberry	x	x	x
	<i>Betula papyrifera</i>	Paper Birch	x	x	
	<i>Crataegus douglasii</i>	Black Hawthorn	x	x	
	<i>Juniperus scopulorum</i>	Rocky Mountain Juniper		x	
	<i>Larix laricina</i>	Tamarack		x	
	<i>Larix occidentalis</i>	Western Larch	x	x	x
	<i>Picea engelmannii</i>	Englemann Spruce	x		
	<i>Picea engelmannii x glauca</i>	Hybrid Sitka and White	x		
	<i>Picea glauca</i>	White Spruce	x		x
	<i>Pinus ponderosa</i>	Ponderosa Pine	x	x	
	<i>Pinus contorta</i>	Shore Pine	x	x	
	<i>Pinus contorta subsp.</i>	Lodgepole pine		x	
	<i>Pinus flexilis</i>	Limber Pine			
	<i>Pinus monticola</i>	Western White Pine	x		
	<i>Pinus nigra</i>	Austrian Pine			
	<i>Pinus ponderosa</i>	Ponderosa Pine		x	x
	<i>Pinus sylvestris</i>	Scotch Pine			
	<i>Populus basamifera</i>	Black Cottonwood	x		x
	<i>Populus alba</i>	White Poplar			x
	<i>Populus balsamifera subsp.</i>	Northern Black Cottonwood		x	x
	<i>Populus tremuloides</i>	Quaking Aspen	x	x	x
	<i>Prunus emarginata</i>	Bitter Cherry		x	
	<i>Prunus pensylvanica</i>	Bird Cherry		x	
	<i>Prunus virginiana</i>	Choke Cherry		x	
	<i>Pseudotsuga menziesii</i>	Douglas Fir	x	x	x
	<i>Pseudotsuga menziesii</i>	Douglas Fir - Coastal		x	
	<i>Salix discolor</i>	Pussy Willow		x	x
	<i>Salix lasiandra</i>	Pacific Willow	x	x	x
	<i>Salix spp.</i>	Willow Sp.	x		
	<i>Thuja plicata</i>	Western Red Cedar	x	x	
	<i>Tsuga heterophylla</i>	Western Hemlock	x		

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Shrub, Vine, Ground Covers	Botanical Name	Common Name	Native	Natural Areas	High Soil Moisture Areas
	<i>Acer douglasii</i>	Douglas Maple	x		
	<i>Acer grandidentatum</i>	Bigtooth Maple			x
	<i>Alnus sinuata</i>	Sitka Alder	X	X	x
	<i>Amelanchier alnifolia</i>	Saskatoon Serviceberry	X	x	
	<i>Angelica arguta</i>	Sharptooth Angelica	X		
	<i>Antennaria racemosa</i>	Racemose Everlasting	x		
	<i>Apocynum</i>	Spreading dogbane	x		
	<i>Arabis glabra</i>	Tower Mustard	x		
	<i>Arabis holboellii</i>	Reflexed rock cress	x		
	<i>Artemisia cana</i>	Sagebrush		x	
	<i>Berberis repens</i>	Creeping mahonia	x		
	<i>Ceanothus sanguineus</i>	Redstem ceanothus	X	x	
	<i>Ceanothus velutinus</i>	Snowbrush		x	
	<i>Chrysothamnus nauseosus</i>	Rabbitbrush		x	
	<i>Cornus sericea</i>	Red-osier Dogwood	X	X	x
	<i>Cornus sericea</i>	Colorado Red Osier Dogwood	X		x
	<i>Cornus sericea</i>	Yellow Twig Dogwood	X		x
	<i>Cornus stolonifera</i>	Red-oiser Dogwood	X		
			X		
	<i>Corylus cornuta</i>	Beaked hazlenut			
	<i>Crataegus douglassi</i>	Black Hawthorn		x	
	<i>Elaeagnus commuta</i>	Silverberry			
	<i>Erigonum heracleoides</i>	Wild Buckwheat		x	x
	<i>Fallugia paradoxa</i>	Apache Plume		X	x
	<i>Holodiscus dumosus</i>	Rock Spiraea			x
	<i>Lonicera involucrata</i>	Black twinberry		X	x
	<i>Lonicera utahensis</i>	Utah Honeysuckle	x		
	<i>Mahonia aquifolium</i>	Tall Mahonia or Tall Oregon		x	
	<i>Myrica californica</i>	Wax Myrtle		x	
	<i>Oplopanax horridus</i>	Devils Club	x		
	<i>Pachistima myrsinites</i>	Falsebox	x		
	<i>Philadelphus lewisii</i>	Mock Orange		X	x
	<i>Physocarpus mavaceus</i>	Mallow-Leaf Ninebark		x	x
	<i>Physocarpus sp.</i>	Ninebark		X	x
	<i>Potentilla fruticosa</i>	Shrubby Cinquefoil		x	
	<i>Prunus virginiana</i>	Choke Cherry		X	x
	<i>Purshia tridentnata</i>	Bitterbrush		X	x
	<i>Rhododendron albiflorum</i>	White Rhododendron		x	
	<i>Rhododendron</i>	Pacific Rhododendron		x	
	<i>Rhus glabra</i>	Smooth Sumac		x	
	<i>Rhus spp.</i>	Sumac		X	x
	<i>Ribes aureum</i>	Flowering yellow Currant			x
	<i>Ribes lacustre</i>	Bristly black current	x		
	<i>Ribes sanguineum</i>	Red-flowering Current		x	
	<i>Ribes uva-crispa</i>	Gooseberry	x		

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Shrub, Vine, Ground Covers	Botanical Name	Common Name	Native	Natural Areas	High Soil Moisture Areas
	<i>Rosa</i>	Rose Spp.	x		
	<i>Rosa acicularis</i>	Prickly rose	x		
	<i>Rosa glauca</i>	Redleaf Shrub Rose			
	<i>Rosa gymnocarpa</i>	Baldhip Rose		x	x
	<i>Rosa nutkana</i>	Nootka Rose		x	
	<i>Rosa pisocarpa</i>	Clustered Wild Rose		x	
	<i>Rosa woodsii</i>	Woods' Rose		x	
	<i>Rubus idaeus</i>	Raspberry	x		
	<i>Rubus parviflorus</i>	Thimbleberry	x	x	
	<i>Salix bebbiana</i>	Bebb's Willow	x		
	<i>Salix hookeriana</i>	Hooker Willow		X	x
	<i>Salix lasiandra</i>	Pacific Willow			
	<i>Salix scouleriana</i>	Scouler Willow	X	X	x
	<i>Salix sp.</i>	Willow	x		
	<i>Sambucus cerulea</i>	Blue-berry Elder		x	
	<i>Sambucus racemosa</i>	Red-berry Elder	X	X	x
	<i>Shepherdia argentea</i>	Silver Buffaloberry		x	
	<i>Shepherdia canadensis</i>	Canadian Buffaloberry	X	x	
	<i>Sorbus sitchensis</i>	Sitka Mountain Ash	X	x	
	<i>Spiraea densiflora</i>	Mountain Spirea		x	
	<i>Spiraea douglasii</i>	Pacific Hardhack		x	
	<i>Spirea sp.</i>	Spirea			
	<i>Spirea betulifolia</i>	Flat-top Spirea	X	x	
	<i>Symphoricarpos albus</i>	Common Snowberry	X	X	x
	<i>Vaccinium caespitosum</i>	Dwarf huckleberry	x		
	<i>Vaccinium membranaceum</i>	Black Huckleberry	x		
	<i>Vaccinium ovatum</i>	Evergreen Huckleberry		x	
	<i>Vaccinium parvifolium</i>	Red Huckleberry	x		
	<i>Vaccinium uliginosum</i>	Bog Blueberry		x	x
	<i>Viburnum edule</i>	Highbush Cranberry	x		

Forbs, Herbs & Perennials	Botanical Name	Common Name	Native	Natural Areas	High Soil Moisture Areas
	<i>Achillea millefolium</i>	Yarrow			
	<i>Actaea rubra</i>	Red Baneberry			
	<i>Adiantum pedatum</i>	Northern Maidenhair Fern			
	<i>Allium cernuum</i>	Nodding Onion			
	<i>Anaphalis margaritacea</i>	Pearly Everlasting			
	<i>Aquilegia formosa</i>	Western Columbine			
	<i>Aquilegia sp.</i>	Columbine			
	<i>Aralia nudicaulis</i>	Wild Sarsaparilla			



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Forbs, Herbs & Perennials	Botanical Name	Common Name	Native	Natural Areas	High Soil Moisture Areas
	<i>Arnica cordifolia</i>	Heart-Leaved Arnica			
	<i>Arctostaphylos uva-ursi</i>	Kinnikinnick			
	<i>Artemisia frigida</i>	Fringed Sagebrush	X	x	
	<i>Aster alpinus</i>	Alpine Aster			x
	<i>Aster laevis</i>	Smooth Aster	X		
	<i>Aster spectabilis</i>	Showy Aster	x		
	<i>Calochortus apiculatus</i>	Mariposa Lily	x		
	<i>Campanula rotundifolia</i>	Harebell	x		
	<i>Carex nicricans</i>	Black Alpine Sedge		x	x
	<i>Carex obnupta</i>	Slough Sedge		x	x
	<i>Carex rostrata</i>	Beaked Sedge	X	x	x
	<i>Castillejo miniata</i>	Common paintbrush	x		
	<i>Chimaphilia umbellata</i>	Prince's Pine	x		
	<i>Collinsia parviflora</i>	Small-Flowered Blue-Eyed	x		
	<i>Collomia linearis</i>	Narrow Leaved Collomia	x		
	<i>Clintonia uniflora</i>	Queen's Cup	x		
	<i>Cornus canadensis</i>	Canada Bunchberry	x	x	
	<i>Delphinium menziessi</i>	Menzies' Larkspur		x	
	<i>Delphinium spp.</i>	Larkspur			x
	<i>Deschampsia caespitosa</i>	Tufted Hair Grass		x	
	<i>Disporum hookeri</i>	Oregon Fairy-Bell	x		
	<i>Dryopteris expansa</i>	Spiny Wood Fern		x	
	<i>Echinacea purpurea</i>	White Swan Cloneflower	x		
	<i>Epilobium glaberrimum</i>	Smooth Willow-Herb	x		
	<i>Festuca idahoensis</i>	Bluebunch Fescue		x	
	<i>Fragaria virginiana</i>	Wild Strawberry	x	x	
	<i>Gallium aparine</i>	Cleavers	x		
	<i>Galium triflorum</i>	Sweet Scented Bedstraw	x		
	<i>Geum macrophyllum</i>	Large-leaved Avens	x		
	<i>Goodyera oblongifolia</i>	Rattlesnake Plantain	x		
	<i>Hedysarum sulphurescens</i>	Yellow Hedysarum	x		
	<i>Heracleum lanatum</i>	Cow Parsnip	x		
	<i>Hieracium albiflorum</i>	White Hawkweed	x		
	<i>Hieracium canadense</i>	Canada Hawkweed	x		
	<i>Gaultheria shallon</i>	Salal		x	
	<i>Lathyrus ochroleucus</i>	Cream-Coloured Vetchling	x		
	<i>Linnaea borealis</i>	Twinflower	x		
	<i>Linum lewissii</i>	Blue Flax	x		
	<i>Listera cordata</i>	Hart-Leaved Twayblade	X	x	
	<i>Lupinus arcticus</i>	Wild Lupine			
	<i>Lupinus sericeus</i>	Flexile Lupine	x		
	<i>Lupinus polyphyllus</i>	Large Leaf Lupine		x	

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Forbs, Herbs & Perennials	Botanical Name	Common Name	Native	Natural Areas	High Soil Moisture Areas
	<i>Mahonia nervosa</i>	Oregon Grape or Longleaf		x	
	<i>Mahonia nervosa</i>	Dull Oregon Grape	x		
	<i>Mahonia repens</i>	Creeping Oregon Grape		x	
	<i>Mimulus guttatus</i>	Yellow Monkey-Flower		x	
	<i>Mimulus lewisii</i>	Pink Monkey-Flower		x	
	<i>Melilotus alba</i>	White Sweet-Clover	x		
	<i>Melilotus officinalis</i>	Yellow Sweet-Clover	x		
	<i>Monarda didyma</i>	Bee Balm			
	<i>Moneses uniflora</i>	Single Delight	x		
	<i>Nothochelone nemorosa</i>	Woodland Penstemon		x	
	<i>Orthilia secunda</i>	One-sided Wintergreen	x		
	<i>Osmorhiza chilensis</i>	Bluntfruted Sweet Cicely	x		
	<i>Pedicularis bracteosa</i>	Western Lousewort	x		
	<i>Pedicularis racemosa</i>	Leafy Sickletop Lousewort	x		
	<i>Penstemon davidsonii</i>	Davidson's Penstemon		x	
	<i>Penstemon fruticosus</i>	Shrubby Penstemon		x	
	<i>Penstemon ovatus</i>	Broad Leaved Penstemon		x	
	<i>Penstemon procerus</i>	Small-flowered Penstemon		x	
	<i>Philedelphus lewisii</i>	Mock Orange		x	x
	<i>Plantago major</i>	Common Plantain	x		
	<i>Polygonum douglasii</i>	Douglas Knotweed	x		
	<i>Polystichum munitum</i>	Sword Fern		x	
	<i>Potentilla fruticosa</i>	Shrubby Cinquefoil			x
	<i>Potentilla pensylvanica</i>	Prairie Cinquefoil	x		
	<i>Prunella vulgaris</i>	Selfheal	x		
	<i>Pyrola asarifolia</i>	Pink wintergreen	x		
	<i>Ribes cereum</i>	Wax Currant		x	x
	<i>Rosa spp.</i>	Rose			
	<i>Scirpus spp., Carex spp.</i>	Sedges	x		x
	<i>Senecio sphaerocephalus</i>	Black-Tipped Butterweed	x		
	<i>Senecio triangularis</i>	Arrow-leaved groundsel	x		
	<i>Scirpus microcarpus</i>	Small-flowered Bulrush		x	x
	<i>Silene douglasii</i>	Douglas Silene	x		
	<i>Sisyrinchium angustifolium</i>	Blue-eyed Grass		x	
	<i>Solidago missouriensis</i>	Low Goldenrod	x		
	<i>Stellaria umbellata</i>	Umbellate Starwort	x		
	<i>Steptopus amplexifolius</i>	Clasping-Leaved Twisted-	x		
	<i>Steptopus lanceolatus</i>	Rose Twisted Stalk	x		
	<i>Smilacina racemosa</i>	Flase Solomon's Seal	x		
	<i>Symphoricarpos mollis</i>	Trailing Snowberry		x	

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Forbs, Herbs, & Perennials	Botanical Name	Common Name	Native	Natural Areas	High Soil Moisture Areas Only
	<i>Chrysanthemum x morifolium</i>	Eldorado Garden Mum	x		
	<i>Euthamia graminifolia</i>	Flat-top Goldentop	x		
	<i>Rudbeckia laciniata</i>	Tall Coneflower	x		
	<i>Tiarella trifoliata</i>	Foamflower	x		
	<i>Trifolium hybridum</i>	Alskie Clover	x		
	<i>Trifolium pratense</i>	Red Clover	x	x	
	<i>Trifolium species</i>	Clover	x		x
	<i>Typha latifolia</i>	Cattail	x		x
	<i>Veronica wormskeoldii</i>	Apline Speedwell	x		
	<i>Vicia americana</i>	American Vetch	x		
	<i>Viola adunca</i>	Early Blue Violet	x		
	<i>Viola canadensis</i>	Canada Violet	x		
	<i>Viola orbiculata</i>	Round Leaved Violet	x		
	<i>Viola Spp</i>	Violet Spp	x	x	

Ground Covers	Botanical Name	Common Name	Native	Natural Area	High Soil Moisture Areas Only
	<i>Arctostaphylos uva-ursi</i>	Kinnikinnick		x	x
	<i>Artemisia schmidtiana</i>	Silver Mound Wormwood			
	<i>Euonymus fortunei radicans</i>	Wintercreeper euonymus			
	<i>Juniperus communis</i>	Rocky Mountain Juniper			
	<i>Juniperus sabina</i>	Savin Juniper			
	<i>Juniperus sabina</i>	Tamarax Juniper	x		
	<i>Mahonia repens</i>	Creeping Mahonia		x	
	<i>Penstemon caespitosus</i>	Creeping Penstemon			
	<i>Potentilla verna</i>	Cinquefoil Potentilla			
	<i>Parthenocissus quinquefolia</i>	Virginia Creeper			

Vines	Botanical Name	Common Name	Native	Natural Areas	High Soil Moisture Areas Only
	<i>Clematis sp</i>	Clematis			x
	<i>Hydrangea anomala sp</i>	Climbing Hydrangea			x

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Grasses	Botanical Name	Common Name	Native	Natural Areas	High Soil Moisture Areas Only
	<i>Agropyron caninum</i>	Bearded Wheatgrass	x		
	<i>Agrostis scabra</i>	Rough Hair Grass	x		
	<i>Calamagrostis canadensis</i>	Bluejoint	x		x
	<i>Calamagrostis rubescens</i>	Pinegrass	x		x
	<i>Carex rostrata</i>	Beaked Sedge	x	x	x
	<i>Cinna latifolia</i>	Woodreed	x		
	<i>Deschampsia cespitosa</i>	Tufted Hairgrass	x		
	<i>Deschampsia englongata</i>	Slender Hairgrass	x		
	<i>Dryopteris expansa</i>	Spiny Wood Fern	x		x
	<i>Elymus trachycaulus</i>	Slender Wheatgrass		x	x
	<i>Equisetum arvense</i>	Common Horsetail	x		x
	<i>Festuca idahoensis</i>	Idaho Fescue	x	x	x
	<i>Festuca ovina 'Covar'</i>	Sheep Fescue		x	x
	<i>Festuca scabrella</i>	Rough Fescue		x	x
	<i>Gymnocarpium dryopteris</i>	Oak Fern	x		x
	<i>Koeleria cristata</i>	Prairie Junegass		x	x
	<i>Phleum pratense</i>	Timothy	x		
	<i>Pseudoroegneria spicata</i>	Bluebunch Wheatgrass		x	x
	<i>Pteridium aquilinum</i>	Bracken Fern	x		x
	<i>Scripus acutus</i>	Hardstem Bulrush		x	x
	<i>Stipa comata</i>	Needle-and-thread	x		

Ornamental Grasses	Botanical Name	Common Name	Native	Natural Areas	High Soil Moisture Areas Only
	<i>Carex bebbii</i>	Bebbs' Sedge			x
	<i>Carex lanuginosa</i>	Wooly Sedge			x
	<i>Festuca sp.</i>	Blue Fescue			x
	<i>Helictotrichon sempervirens</i>	Blue Oat Grass			x
	<i>Panicum capillare</i>	Switch Grass			x
	<i>Schizachyrium scoparium</i>	Little Bluestem			x



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Wildflowers	Botanical Name	Common Name	Native	Natural Areas	High Soil Moisture Areas Only
	<i>Heterotheca villosa</i>	Hairy Golden Aster		x	x
	<i>Linum lewissii</i>	Blue Flax		x	x
	<i>Lupinus polyphyllus</i>	Large Leaf Lupine		x	x
	<i>Lupinus sp.</i>	Lupine		x	x
	<i>Penstemon sp.</i>	Penstemon		x	x

Ferns and Fern-allies	Botanical Name	Common Name	Native	Natural Areas	High Soil Moisture Areas Only
	<i>Cystopteris fragilis</i>	Bladderfern	x		
	<i>Equisetum pratense</i>	Horsetail	x		
	<i>Dryopteris filix-mas</i>	Sheildfern	x		

Mosses, Lichens and Liverworts	Botanical Name	Common Name	Native	Natural Areas	High Soil Moisture Areas Only
	<i>Cladonia sp.</i>	British Soldier	x		
	<i>Dicranum sp.</i>	British Soldier	x		
	<i>Lycopodium clavatum</i>	Club Moss	x		
	<i>Marchantia sp.</i>	British Soldier	x		
	<i>Peltigera sp.</i>	Lungwort	x		
	<i>Pleurozium schreberi</i>	Red-Stemmed Feathermoss	x		
	<i>Polytrichum juniperinum</i>	Lungwort	x		
	<i>Ptilium crista-castrensis</i>	Feather Moss	x		
	<i>Rhytidiopsis robusta</i>	Pipcleaner Moss	x		
	<i>Sphagnum sp.</i>	Sphagnum Moss	x		

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## Recommendations – Seed Mixtures

Forb	Botanical Name	Common Name	Native	Natural Areas	High Soil Moisture Areas Only
	<i>Aster chilensis</i>	Creeping Aster			
	<i>Heuchera parviflora</i>	littleflower alumroot			
	<i>Penstemon eriantherus</i>	Fuzzy-Tongued Penstemon			
	<i>Phacelia hastata</i>	Silverleaf Phacelia			
	<i>Potentilla hippiana</i>	Woolly Cinquefoil			
	<i>Sphaeralcea coccinea</i>	Scarlet Globemallow			

Grass	Botanical Name	Common Name	Native	Natural Areas	High Soil Moisture Areas Only
	<i>Carex paysonis</i>	Payson's Edge			
	<i>Deschampsia cespitosa</i>	Tufted Hairgrass			
	<i>Elymus trachycaulus</i>	Sender Wheatgrass			
	<i>Juncus balticus</i>	Baltic Rush			
	<i>Leymus cinereus</i>	Basin Wildrye			
	<i>Achnatherum hymenoides</i>	Indian Ricegrass			
	<i>Pascopyrum smithii</i>	Western Wheatgrass			
	<i>Poa alpina</i>	Alpine Buegrass			
	<i>Poa ampla</i>	Big Bluegrass			
	<i>Poa compressa</i>	Canada Bluegrass			
	<i>Poa spp.</i>	Bluegrass Species			
	<i>Pseudoroegneria spicata</i>	Bluebunch Wheatgrass			

Shrub	Botanical Name	Common Name	Native	Natural Areas	High Soil Moisture Areas Only
	<i>Juniperus horizontalis</i>	Creeping Juniper			
	<i>Purshia tridentata</i>	Antelope Bitterbrush			
	<i>Rosa woodsii</i>	Wood's Rose			
	<i>Shepherdia argentea</i>	Silver Buffaloberry			
	<i>Symphoricarpos albus</i>	Common Snowberry			
	<i>Symphoricarpos occidentalis</i>	Western Snowberry			
	<i>Ribes Species</i>	Currant Species			

## Notes for Seeding

- For all forb and woody species a pre-treatment would be required (acid or soaking) to break dormancy; or can be planted in the fall, pre-dormant.
- Control weeds in the first year through mowing (no lower than 6") or herbicide (only after germination of all species).
- Fall fertilize to initiate seed head development.
- See production begins in the second growing season.

## APPENDIX C

### DRAWING REQUIREMENTS

#### Architectural Approval Process

In addition to the review and approval requirements of the City of Fernie, the Design Review Committee (DRC) has established a design review process to ensure that the completed residence conforms to the MONTANE design vision. The architectural approval process must be completed prior to, and is required by the Committee for submission for a Building Permit. Every design proposal must be reviewed by the Committee or their representative, to determine the appropriateness of the submission for the given site. The submission of a proposal or significant architectural merit may minimize the necessity of adherence to specific items from these Codes.

#### Preliminary Design Review

It is recommended the Applicant submit a preliminary sketch of the proposed building, or modifications to an Approved Plan, as early in the process as possible. This is to ensure the submitted design conforms to the Codes, prior to completion of full working drawings.

#### Application for Architectural Approval

1. Before an Applicant can apply for a Building Permit, the applicant must receive Architectural Approval of the building(s) plans for conformance to the Codes. The following is to be submitted to the Committee for approval:
  - The Application for Architectural Approval completed entirely and signed by the Applicant
  - House site plan
  - House construction working drawings
  - Landscape plan
2. Drawings are required to have the information as outlined by the Committee.
3. It is preferred that all application materials are submitted electronically in pdf format.
4. Drawings are to be sent as complete sets only (even if revisions are made to a single drawing).
5. When multiple applications are made, each drawing set is to be sent as a separate email message.
6. The Committee shall review the application for conformance to the Codes. The Committee will issue an approval, rejection or conditional approval with a list of required amendments within 10 working days.
7. Approval: Houses which are approved shall require no further review and may proceed immediately to Building Permit.
8. Conditional Approval: Conditional approval generally applies to those house designs which have only minor conditions which are not consistent with the Architectural Codes. These changes are often simple to rectify, and require no further review by the Committee with the understanding that the Applicant will make the required changes. Two sets of marked-up plans and/or elevations shall be returned to the

Applicant with his/her signature certifying that he/she has understood and will comply with the prescribed changes pertaining to his/her approval.

9. Second Review Required: A second architectural review will be required when:
  - The First Review requires rejection from several conditions which do not conform to the Code.
  - The building does not conform to the intent of the Architectural Codes. A second review will be required after the prescribed changes have been completed by the Applicant.
10. The Committee and/or their representative are in no way responsible for the losses or delays incurred due to the requirements for a second design review, or for a design which has been rejected.
11. Samples and/or specification of materials and/or finishes which are proposed but not previously approved may be submitted for review and approval. One sample shall be provided for record/library purposes, a second shall be provided as the site inspection control sample.
12. Applications which do not provide adequate information for review may be returned as incomplete. Incomplete information shall be construed as:
  - Any missing component of the required information for Application; or
  - Drawings and/or specifications with insufficient notation and/or details to accurately describe all elevations and/or details, materials and colours of the elevation. Applications will not be advanced until all the required information has been completed.
13. The Codes shall be complied with in addition to all the requirements of all other regulations of the regulatory bodies having jurisdiction, including, but not limited to:
  - The City of Fernie Bylaws (most current issue)
  - The British Columbia Building Code (most current issue)
  - The MONTANE Design Code

The Committee and/or their representation are not responsible for reviewing drawings for conformance to regulatory codes other than those provided by the Committee.
14. Notwithstanding any statement or drawings in this document, the Committee reserves the right of final approval of the elevation design; colour and site work of all homes in MONTANE.
15. Notwithstanding any statement or drawing in this document, the Committee reserves the right to alter the architectural controls at any time if required.
16. Changes or alterations to any item previously approved is not permitted without written authorization from the Committee. Revisions are to be submitted as follows:
  - I. Application for Approval;
  - II. Letter describing requested revisions for approval (2 copies);
  - III. Completed drawings describing requested revisions for approval (4 copies); and
  - IV. Builder's fee.



**Final Building Approval**

Upon completion of the building and all required landscaping, the Applicant shall request final inspection by the Committee. The Committee shall issue a letter to the Applicant indicating that all conditions of the Architectural Code Approval have been met. The Purchaser/Builder will be required to submit this letter to the City of Fernie for final occupancy approval.

If all conditions have not been met, the purchaser will receive a list of deficiencies to be completed, after which the Purchaser/Builder shall apply for a second inspection.

NB: The Committee and/or their representative shall not be responsible for delays to unapproved revisions or deficiencies in the work.

**Drawing Requirements**

Information required on drawings to be submitted as part of the Application for Architectural Approval:

1. House Siting Plan, drawn at 1:100 (or 1/8" = 1'0") scale, including the following, but not limited to:
  - finished grade elevations at the midpoint of side property lines;
  - finished grade elevations at all house corners, garage corners, centre of the garage door and main entry to the house;
  - top of new footing elevations;
  - elevations of basement and garage floor slabs;
  - elevations of finished main floor;
  - elevations of porch finished floor;
  - all exterior dimensioning of the house and garage;
  - location of all setbacks from the property lines;
  - dimensions of all buildings from all property lines, and from all other buildings;
  - location and sizes of porches, decks, patios, stairs and ramps;
  - slope of driveway;
  - slope of finished grade, and;
  - surface drainage pattern, specifically the location, size and depth of swales, if required.
2. House Construction (Working) Drawings, drawn at a scale of 1:50 (or 1/4" = 1'0"), including the following, but not limited to:
  - fully dimensioned and annotated plans of all floors;
  - fully dimensioned and annotated elevations of all sides of the building;
  - fully dimensioned and annotated longitudinal section of the building;
  - all materials and colours on all elevations are to be listed on elevational drawings, and/or in a finishing schedule, detailing:
    - a) wall cladding, grout, trim, corner boards, door and window surrounds
    - b) gable end wall cladding
    - c) bay cladding
    - d) roof materials
    - e) main roof: soffits, fascia, eavestrough
    - f) porch roof: soffits, fascia, eavestrough

# EXHIBIT G

Status: Registered

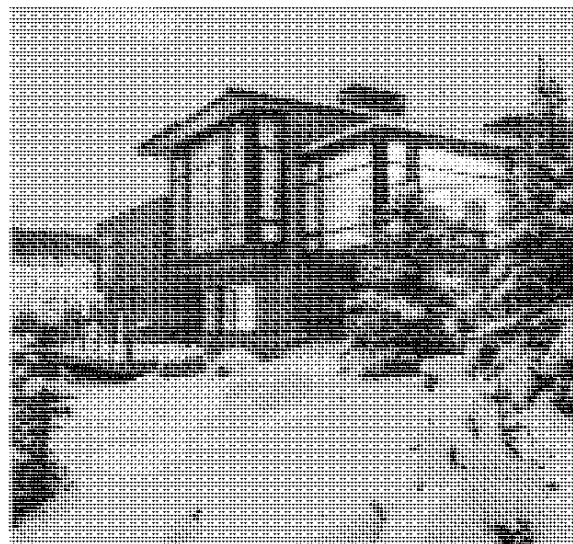
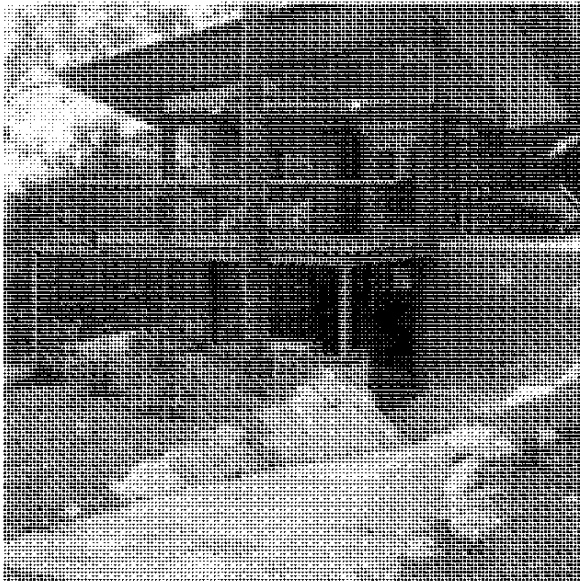
Doc #: CA8724839

RCVD: 2021-01-22 RQST: 2021-02-11 07.01.27

- g) porch floors and stairs to the house/porch
  - h) columns and column bases, balustrades
  - existing finishes and/or materials are to be clearly annotated;
  - elevations of all floors; and
  - slopes of all roofs.
3. Landscape Plan, drawn at a scale of 1:100 (or 1/8" = 1'0"), including the following, but not limited to:
- accurate locations of all proposed tree and shrub planting, and ornamental features;
  - schedule of all proposed tree and shrub planting;
  - accurate locations of all fencing; and
  - elevations of all fencing types.

## APPENDIX D

### PHOTO SAMPLES OF MOUNTAIN MODERN HOMES

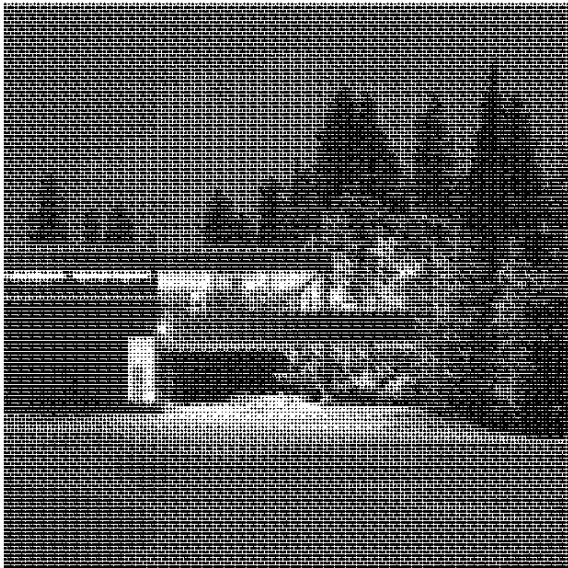
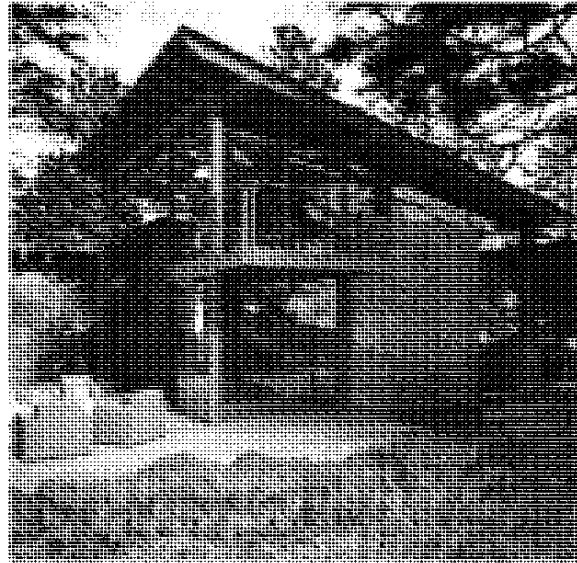


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Status: Registered

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RCVD: 2021-01-22 RQST: 2021-02-11 07.01.27

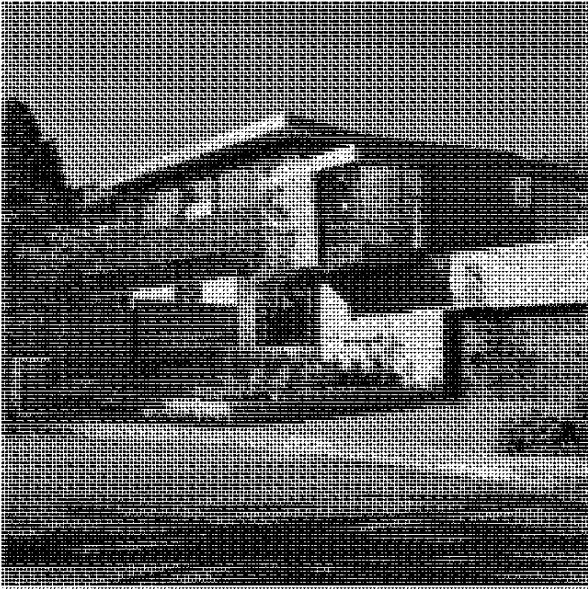


# EXHIBIT G

Status: Registered

Doc #: CA8724839

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**Schedule of Restrictions**

1. All dwellings must be designed to conform to the Design Vision and receive approval by the Design Review Committee (DRC) prior to applying for a building permit.
2. No dwelling shall be occupied until after the exterior of the dwelling is completely finished.
3. No dwelling or other building shall be erected or maintained on any Lot until the plans and specifications therefore showing the nature, kind, size, height and location of such structure including a site or plot plan have been submitted to and approved in writing by the Declarant and the refusal or failure of the Declarant to give such approval shall not be actionable by any person under any circumstances, it being the sole discretion of the Declarant to give or withhold such approval but such approval shall not be unreasonably withheld.
4. It is recommended that prospective buyers and builders submit preliminary drawings to the Declarant for discussion purpose to avoid unnecessary expenses.
5. Landscaping of the front yard must be completed within one year of occupancy.
6. No wrecked or partially dismantled cars, salvage materials, or any other unsightly items or any unlicensed or abandoned vehicles or any equipment or trucks shall be parked on or adjacent to the Lot.
7. No motor vehicles shall be parked in the front yard of the Lot or adjacent to the Lot unless they are currently licensed with appropriate license plates and decals.
8. No condoning, excusing or waiver by any person of any default, breach or non-observance, or so as to defeat or affect in any way the rights of any person in respect of such continuing default, breach or non-observance, and no waiver shall be inferred or implied by anything done or omitted to be done by the person having such rights.
9. The restrictions and benefits imposed and conferred upon the Lots are hereby declared to be for the mutual benefit and advantage of all the Lots and the owners thereof from time to time, and any owner may commence, take or prosecute an action, suit or proceeding in any court of competent jurisdiction for the enforcement of any restriction or benefit imposed or conferred upon the Lots by this Building Scheme.
10. Nothing herein shall be or be deemed to be construed as an admission of responsibility or liability whatsoever on the part of the Declarant to or for the benefit of any third party whether an owner of lands or a Lot or Lots in the area of otherwise, to enforce, overs, maintain or otherwise control the activities of an owner of a Lot or Lots or any of them.
11. Should any part of this Building Scheme be declared or held invalid or unenforceable for any reason or reasons, such invalidity or unenforceability shall not affect the remainder of this Building Scheme which shall continue in full force and effect and be construed as if this Building Scheme had been declared

# EXHIBIT G

without such invalid or unenforceable part.

12. No fifth-wheel trailer, travel trailer, motorhome or other recreational vehicle shall be used as a primary residence.
13. No storage of fifth-wheel trailer, travel trailer, motorhome or other recreational vehicle on the premises unless contained within the garage.
14. No billboards, placards, advertising or signs of any kind shall be erected or placed on the Lot, or in any window or door in any residence or building on the Lot with the exception of temporary signs indicating that the property is for sale or rent, signs such as "Block Parent" and signs displaying the owner's name and address, such signs to be an ornamental nature and not to exceed 12" x 24".
15. It is the responsibility of the Lot owner to ensure that his/her Lot is properly maintained to a reasonable level so as not to detract from the neighbourhood.
16. Save as herein provided, the Declarant as owner or owners for the time being of the part or parts of the said development remaining unsold shall have power, in its absolute discretion, from time to time by any deed or deeds or in writing under its hand to waive or vary or release any of the said stipulations in respect of the unsold lots and either subject or not subject to any different restrictions or stipulation.

# EXHIBIT G

Status: Registered

Doc #: CA8724839

RCVD: 2021-01-22 RQST: 2021-02-11 07:01.27

FORM\_DECGEN\_V22

## LAND TITLE ACT FORM DECLARATION

Related Document Number: CA8724839

PAGE 1 OF 1 PAGES

Your electronic signature is a representation that

(a) you are a subscriber under section 168.6 of the Land Title Act, RSBC 1996 c.250, and that you are authorized to electronically sign this document by an e-filing direction made under section 168.22(2) of the act, or

(b) you are a designate authorized to certify this application under section 168.4 of the Land Title Act, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession, or

(c) if the purpose of this declaration is to bring to the attention of the registrar an error, omission or misdescription in a previously submitted document under section 168.55 of the act, you certify that, based on your personal knowledge or reasonable belief, this declaration sets out the material facts accurately.

Marko Mychajlo  
Maryniak  
IZMVC4

Digitally signed by  
Marko Mychajlo  
Maryniak IZMVC4  
Date: 2021.02.10  
14:55:23 -07'00'

I, Marko M. Maryniak, Barrister & Solicitor, declare that:

1. Pursuant to the Notice Declining to Register issued February 10, 2021, the above application was defected because Part 2 of the instrument lacks sufficient words of grant to create the Priority Agreement applied for in Item 3.

To remedy:

2. Part 2 of the instrument should contain the following:

### CONSENT TO PRIORITY

In consideration of the sum of ONE (\$1.00) DOLLAR now paid by the Transferee to CBT COMMERCIAL FINANCE CORP. (the "Lender"), the receipt and sufficiency whereof is hereby acknowledged, the Lender hereby grants to the Transferee priority over Mortgage CA6735072 respectively, registered in the Kamloops/Nelson Land Title Office on April 13, 2018, (the "Mortgage") and hereby covenants and agrees to subordinate and postpone all its right, title and interest in and to the Lands with the intent and with the effect that the interest of the Transferee herein shall rank ahead of the Mortgage as though this Restrictive Covenant had been executed, delivered and registered in time prior to the registration of the Mortgage.

3. All parties have consented to the correction.

I MAKE THIS DECLARATION AND KNOW IT TO BE TRUE BASED ON PERSONAL INFORMATION / REASONABLE BELIEF.

Marko M. Maryniak, J.D.

#### NOTE:

A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

Fee Collected for Document: \$0.00

## KAMLOOPS LAND TITLE OFFICE

Mar-25-2021 14:38:58.006

DECLARATION(S) ATTACHED  
CA8869308 CA8869309LAND TITLE ACT  
FORM C (Section 233) CHARGE

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 11 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Marko Mychajlo  
Maryniak  
IZMVC4

Digitally signed by Marko Mychajlo Maryniak IZMVC4  
Date: 2021.03.25 15:04:30 -06'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

ROCKIES LAW CORPORATION

Barristers &amp; Solicitors

201 - 907 Baker Street

Cranbrook

BC V1C 1A4

Ph: 250-426-7211

File: 136096 Montane

Ref: S219 Emerg Access

Document Fees: \$149.74

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES ☐

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) ☐ Filed Standard Charge Terms D.F. No.(b) ☒ Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

SEE SCHEDULE

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

THE CORPORATION OF THE CITY OF FERNIE

501 - 3RD AVENUE, BOX 190

FERNIE

BRITISH COLUMBIA

V0B 1M0

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Execution Date

Transferor(s) Signature(s)

Emily Cockerill

Commissioner for Taking Affidavits in British Columbia

#202 - 502 3rd Avenue, PO Box 490

Ferne, BC V0B 1M0

Expires: June 30, 2023

Y	M	D
21	03	24

The Owners, Strata Plan EPS7509  
by its authorized signatory(ies):

Signature

SIMON HOWSE

Print Name

## OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT  
FORM D**

**EXECUTIONS CONTINUED**

PAGE 2 of 11 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Emily Cockerill

21 03 24

Montane Developments Ltd. by its  
authorized signatory(ies):

Commissioner for Taking Affidavits in British Columbia

Signature / SIMON HOWSE

#202 - 502 3rd Avenue, PO Box 490  
Ferne, BC V0B 1M0  
Expires: June 30, 2023

Signature / Print Name

Chris Trudeau

21 03 17

Priority as to mortgage CA6735072  
extended by CA7899672:  
CBT Commercial Finance Corp. by its  
authorized signatory(ies):

Barrister & Solicitor

PAUL MAIER

Suite 1B - 1801 Columbia Avenue  
Castlegar, B.C., V1N 3Y2

Signature / Print Name

Glen A. Purdy

21 03 18

The Corporation of the City of Fernie by  
its authorized signatory(ies):

Barrister & Solicitor

Signature

592 - 2nd Avenue, Box 369  
Ferne, B.C., V0B 1M0  
(as to both signatures)

Print Name: Ange Qualizza

Signature

Print Name: Jeff McConnell

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.



FORM\_E\_V27

**LAND TITLE ACT  
FORM E****SCHEDULE**

PAGE 3 OF 11 PAGES

## 2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

Related Plan Number: **EPS7509**STC for each PID listed below? YES ☐

[PID] [LEGAL DESCRIPTION – must fit in a single text line]

NO PID NMBR STRATA LOT 1 DISTRICT LOT 4589 KOOTENAY DISTRICT STRATA PLAN EPS7509

NO PID NMBR STRATA LOT 2 DISTRICT LOT 4589 KOOTENAY DISTRICT STRATA PLAN EPS7509

NO PID NMBR STRATA LOT 3 DISTRICT LOT 4589 KOOTENAY DISTRICT STRATA PLAN EPS7509

NO PID NMBR STRATA LOT 4 DISTRICT LOT 4589 KOOTENAY DISTRICT STRATA PLAN EPS7509

NO PID NMBR STRATA LOT 5 DISTRICT LOT 4589 KOOTENAY DISTRICT STRATA PLAN EPS7509

NO PID NMBR STRATA LOT 6 DISTRICT LOT 4589 KOOTENAY DISTRICT STRATA PLAN EPS7509

LAND TITLE ACT  
FORM E

SCHEDULE

PAGE 4 OF 11 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]  
**NO PID NMBR THE COMMON PROPERTY, STRATA PLAN EPS7509**

STC? YES

[Related Plan Number]  
**EPS7509**

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

STC? YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

STC? YES ☐

FORM\_E\_V27

LAND TITLE ACT  
FORM E

SCHEDULE PAGE 5 OF 11 PAGES

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		S.219 Covenant

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

PAGE 6 OF 11 PAGES

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

**5. TRANSFEROR(S):**

THE OWNERS, STRATA PLAN EPS7509 (AS TO S. 219 COVENANT),

MONTANE DEVELOPMENTS LTD., INC. NO. BC0936724 (AS TO S. 219 COVENANT), and

CBT COMMERCIAL FINANCE CORP., INC. NO. BC0690650 (AS TO PRIORITY)

## TERMS OF INSTRUMENT - PART 2

## SECTION 219 COVENANT

## THIS AGREEMENT

## BETWEEN:

THE OWNERS, STRATA PLAN EPS7509  
and  
MONTANE DEVELOPMENTS LTD., INC. NO. BC0936724  
691 – 1<sup>st</sup> Avenue  
Ferne, B.C., V0B 1M0  
(the "Covenantor")

## AND

THE CORPORATION OF THE CITY OF FERNIE  
501 – 3rd Avenue, Box 190  
Ferne, B.C., V0B 1M0  
(the "City")

## WHEREAS:

- A. The Owners, Strata Plan EPS7509, are the registered owners in fee simple of that certain parcel or tract of land and premises situate, lying, and being in the City of Fernie, Province of British Columbia, and more particularly know and described as The Common Property, Strata Plan EPS7509 (the "Common Property").
- B. Montane Developments Ltd. is the registered owner in fee simple of that certain parcel or tract of land and premises situate, lying, and being in the City of Fernie, Province of British Columbia, and more particularly known and described as Strata Lots 1 to 6, District Lot 4589 Kootenay District Strata Plan EPS7509 (the "Strata Lots"). The Common Property and the Strata Lots are herein referred to as the "Lands".
- C. Section 219 of the *Land Title Act*, R.S.B.C. 1996, C. 250 provides that the Covenantor may grant a covenant to the City of a negative or positive nature respecting the use of the Lands;
- D. The Covenantor desires to grant this Covenant to restrict the use of the Lands.

NOW THEREFORE in consideration of the premises contained herein and the sum of One Dollar (\$1.00), now paid by the City to the Covenantor, the receipt and sufficiency whereof is hereby acknowledged,



1. The Covenantor covenants and agrees with the City that:
  - (a) No part of the Common Property of the Strata Corporation EPS7509, District Lot 4589 Kootenay District, shall have parked or stored on it, or on any part thereof, at any time a motor vehicle, boat, recreational vehicle, or trailer which Common Property is hereby designated as the "No Parking Area";
  - (b) The City or any other governmental agency or other agency providing emergency services may access and enter the No Parking Area at all times, by day or by night, by foot or motorized vehicles for emergency purposes, including, but not limited to, fire, ambulance and police services and the Covenantor shall ensure such access to the City or governmental agency or other agency providing emergency services at all times;
  - (c) The Covenantor shall post clearly visible signs, and keep such signs unobstructed, indicating that there shall be no parking permitted in the No Parking Area.
  - (d) No part of the Lands may be used directly or indirectly in a way that would contravene this Covenant.
  - (e) No part of the No Parking Area shall have snow stored or accumulated upon it such that it interferes with the exercise of the City's rights hereunder.
2.
  - (1) The Covenantor hereby releases, indemnifies and saves the City harmless from and against any and all actions, causes of action, losses, damages, costs, claims, debts and demands whatsoever by any person, arising out of or in any way due to the granting or existence of this Covenant, including any matter arising out of any breach of a provision of this Covenant or any steps taken or not taken by the City to enforce this Covenant upon a breach by the Covenantor or any actions taken to obtain redress in respect of any such breach, including:
    - (a) The indemnity in this Section (2) includes, without limiting the generality of the foregoing, a claim for loss or injury to persons or to property due to the Covenantor's negligence or to the Covenantor's failure to comply with the City's bylaws or any one of them or with any provision of this Covenant, and
    - (b) any injury to persons, including bodily injury or death, or any damage to or arising from a loss of property on or out the Lands or the No Parking Area arising or related to any inability or failure of the City to access the Lands or the No Parking Area for emergency purposes.
  - (2) The indemnity in Subsection (1) includes, without limiting the generality of the foregoing, a claim for loss or injury to persons or to property due to the Covenantor's negligence or to the Covenantor's failure to comply with the City's bylaws or any one of them or with any provision of this Covenant.

3. No finding of negligence, whether joint or several, as against the City in favour of any third party in an action to which the Covenantor was not a party, shall operate to relieve or shall be deemed to relieve the Covenantor in any manner from any liability to the City, whether such liability arises under this Covenant, under the provisions of the *Local Government Act* as amended from time to time, or otherwise.
4. Nothing in this Covenant affects the City's rights and powers in the exercise of its statutory functions under its statutes, bylaws, resolutions, orders, and regulations, all of which may be fully exercised in relation to the Lands as if this Covenant had not been granted.
5. The Covenantor shall, forthwith after execution hereof by it, do or cause to be done all acts or things reasonably necessary to give proper effect to the intentions of this Covenant and shall deliver to the City two copies of this Covenant in a form that is acceptable for registration against title to the Lands in the Kamloops Land Title Office. All costs of registration shall be borne by the Covenantor.
6. Notwithstanding anything contained herein, neither the Covenantor nor any future owner of the Lands or any portion thereof shall be liable for any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Covenantor or any future owner respectively ceases to have any further interest in the Lands.
7. This Covenant is granted voluntarily by the Covenantor to the City pursuant to Section 219 of the *Land Title Act* of the Province of British Columbia.
8. Whenever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.
9. Every reference to each party hereto shall be deemed to include the officers, employees, elected officials, agents, servants, successors, and assigns of that party.
10. This Covenant and each and every provision hereof shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, as the case may be, NOTWITHSTANDING any rule of law or equity to the contrary; and if any section, subsection, clause or phrase of this Covenant is for any reason held to be invalid by the decision of a Court of competent jurisdiction the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder.

IN WITNESS WHEREOF the parties hereby acknowledge that this agreement has been duly executed and delivered by executing the Forms C (and D) attached hereto.

#### CONSENT TO PRIORITY

In consideration of the sum of ONE (\$1.00) DOLLAR now paid by the Transferee to CBT Commercial Finance Corp., the receipt and sufficiency whereof is hereby acknowledged, CBT Commercial Finance Corp. hereby grants to the Transferee priority over Mortgage No. CA6735072, registered in the Kamloops Land Title Office on April 13, 2018, (the "Mortgage") and hereby covenants and agrees to subordinate and postpone all its right, title and interest in and to the Lands with the intent and with the effect that the interest of the Transferee herein shall rank ahead of the Mortgage as though this S. 219 Covenant had been executed, delivered and registered in time prior to the registration of the Mortgage.

## Form E

**Strata Property Act**

[am. B.C. Reg. 289/2000, s. 3.]

**CERTIFICATE OF STRATA CORPORATION**

(Sections 78, 79, 80, 100, 214, 257, 259, 261, 262, 263, 266, 269, 274, 283 of the Act and sections 17.20 to 17.22 of the Regulation)

Complete and file only the applicable form of certificate.

**CERTIFICATE FOR SECTION 78, 79, 80, 214, 257, 259, 261, 262, 263 OR 266 OF THE ACT  
OR SECTION 17.20 OF THE REGULATION**

The Owners, Strata Plan EPS7509 certify that a resolution referred to in section 79 of the *Strata Property Act* was passed by a:

(x) unanimous vote

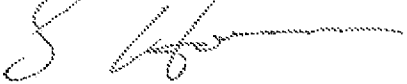
or

( ) 3/4 vote

*[check appropriate vote]*

at an annual or special general meeting held on the 24 day of March, 2021 and that the attached instrument, schedule, plan or other document conforms to the resolution.

For the purposes of section 165 (4) (f) of the *Land Title Act*, execution of the attached instrument has been approved by a resolution at an annual or special general meeting in accordance with the requirements of the *Strata Property Act* or the *Strata Property Regulation*, and the instrument conforms to the resolution.



Signature of Council Member

Signature of Second Council Member

(not required if council consists of only one member)

Land Title Act  
**Declaration**Related Document Number: **CA8869308**  
Fee Collected for Document: **\$14.20**

Pursuant to the Notice Declining to Register issued April 7, 2021, the above application because the Priority Agreement cannot be granted over a mortgage on the Common Property as Common Property cannot be mortgaged. In addition, no mortgage is registered against the parent lot used to create the Common Property.

To remedy: Please remove the Priority from Item 3 Nature of Interest of the Form C Charge as it was included in error.

**Electronic Signature**

Your electronic signature is a representation that

- (a) You are a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250, and that you are authorized to electronically sign this document by an e-filing direction made under section 168.22(2) of the act, or
- (b) You are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession, or
- (c) If the purpose of this declaration is to bring to the attention of the registrar an error, omission or misdescription in a previously submitted document under section 168.55 of the act, you certify that, based on your personal knowledge or reasonable belief, this declaration sets out the material facts accurately.

**Marko Mychajlo**  
**Maryniak IZMVC4**Digitally signed by  
Marko Mychajlo Maryniak  
IZMVC4  
Date: 2021-04-08  
14:04:19 -07:00

Note: A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.



# EXHIBIT H

## TERMS OF INSTRUMENT PART 2 RESTRICTIVE COVENANT AGREEMENT

THIS AGREEMENT dated for reference the \_\_\_ day of \_\_\_\_\_, 2021.

BETWEEN:

MONTANE DEVELOPMENTS LTD., Inc. No. BC0936724  
PO Box 1900, 691 – 1<sup>st</sup> Avenue  
Ferne, B.C., V0B 1M0

(hereinafter called the “Transferor”)

AND:

MONTANE DEVELOPMENTS LTD., Inc. No. BC0936724  
PO Box 1900, 691 – 1<sup>st</sup> Avenue  
Ferne, B.C., V0B 1M0

(hereinafter called the “Transferee”)

WHEREAS:

- A. The Transferor is the registered owner of all and singular those certain parcels or tracts of land situated in the City of Fernie, in the Province of British Columbia, described in item 2 of Part 1 of the within instrument (the “Servient Land”);
- B. The Transferee is the registered owner of all and singular those certain parcels or tracts of land situated in the City of Fernie, in the Province of British Columbia, described item 3 of Part 1 of the within instrument (the “Dominant Land”);
- C. Transferor and Transferee wish to voluntarily enter into this Covenant to provide for the preservation of trees on the Servient Land; and
- D. Transferee expressly acknowledges and accepts that the within instrument will place a restriction on its use and enjoyment of the Servient Land;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of other good and valuable consideration now paid by each party to the

# EXHIBIT H

other (the receipt and sufficiency of which is acknowledged by both parties hereto), the parties agree as follows:

## 1. **GRANT OF RESTRICTIVE COVENANTS**

### 1.1 Grant of Use Restrictions

Transferor and its successors and assigns hereby covenants with Transferee and its successors and assigns, with the intent that the burden of this covenant shall run with and bind the Transferor's Land as the servient tenement, and each and every interest therein and any part thereof and with the intent that the benefit of this covenant shall be annexed to and run with the Transferee's Land, as the dominant tenement, that, unless permitted by the Transferee in its sole and unfettered discretion, which may be arbitrarily exercised,

- (i) No trees shall be removed from the Servient Land except on the written recommendation of a professional arborist or engineer for the purpose of dealing with dead or dying trees, or in order to comply with wildfire hazard mitigation regulations, and no soil shall be disturbed and no fill shall be added to the Servient Land. For greater certainty, the planting of trees in the Servient Land shall not constitute a breach of this Covenant.

## 2. **REMEDIES AND WAIVER**

### 2.1 Remedies

No exercise of a specific right or remedy by Transferee precludes either from or prejudices it in exercising another right or pursuing another remedy or maintaining an action to which Transferee may otherwise be entitled either at law or in equity.

### 2.2 Waiver

The waiver by Transferee of a breach of a term, covenant or condition of this Agreement will not be considered to be a waiver of a subsequent breach of the term, covenant or condition or any other term, covenant or condition. No covenant, term or condition of this Agreement will be considered to have been waived by the party alleged to have waived the covenant, term or condition unless the waiver is in writing signed by such party.

## 3. **DURATION**

### 3.1 Duration

# EXHIBIT H

Unless otherwise cancelled and terminated, this Agreement and all the easements, rights, restrictions, covenants and obligations hereof shall remain and continue in full force and effect until terminated in writing by the parties entitled to modify this Agreement.

## 4. MISCELLANEOUS

### 4.1 Relationship

Nothing contained in this Agreement and no acts of the parties shall be deemed to create any relationship of joint venture or partner between the parties.

### 4.2 Invalidity

In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of the Agreement. This Agreement shall be construed and enforced as if such illegal or invalid provisions or provisions had never been contained in it.

### 4.3 Governing Law

This Agreement shall be governed by the laws of British Columbia. The parties submit to the jurisdiction of the Courts of British Columbia in respect of any dispute regarding the subject matter hereof.

### 4.4 Entire Agreement

This Agreement contains the entire agreement between the parties.

### 4.5 Interpretation

The parties agree that wherever the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine or body politic where the context or the parties so require. The rights, liberties and easements granted herein are and shall be of the same force and effect to all intents and purposes as a covenant running with the lands described herein.

### 4.6 Captions

The captions appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or of any provision hereof. The numbering of paragraphs forms part of this Agreement for reference purpose only.

### 4.7 Registration

# EXHIBIT H

The parties shall execute and deliver this Agreement in registrable form and shall co-operate with each other to effect its registration.

IN WITNESS WHEREOF, Transferor and Transferee have executed this Agreement on the day and year set forth in Part 1 hereof and the parties acknowledge and agree that by executing Part 1 hereof they are agreeing to the Terms of Instrument set forth in Part 2 hereof.

END OF DOCUMENT

# EXHIBIT H

## GENERAL INSTRUMENT - PART 2

### OPTION TO PURCHASE

#### WHEREAS:

- A. The Transferor is the registered owner in fee simple of the Land (as defined herein); and
- B. The Transferor has agreed to grant to the Transferee an option to purchase the Land on the terms and conditions of this option.

NOW THEREFORE this option witnesses that in consideration of the sum of \$10.00 now paid by the Transferee to the Transferor, the receipt of which is acknowledged, the parties agree as follows:

#### ARTICLE I

#### DEFINITIONS

- 1.01 In this option:

"**Land**" means the land in the City of Fernie legally described as:

PID: \_\_\_\_\_

Strata Lot \_\_ District Lot 4589 Kootenay District Plan EPS7509 and includes all improvements thereon

"**Land Title Office**" means the Kamloops/Nelson Land Title Office;

"**Permitted Encumbrances**" means those liens, charges and encumbrances listed in Schedule "A";

"**Purchase Price**" means NINETY PER CENT (90%) of the amount shown as "Consideration" in item 3 of the Transfer (as defined below);

"**Transfer**" means the Form A Freehold Transfer of an Estate in Fee Simple effecting transfer of title to the Land from the Transferee to the Transferor registered on the same or similar date as the date of registration of the within instrument.

#### ARTICLE II

#### OPTION

- 2.01 The Transferor grants to the Transferee the full and exclusive first right and option, irrevocable within the time limited by this option, to purchase the Land for the Purchase Price, free and clear of all liens, charges and encumbrances, except for the Permitted Encumbrances.



## EXHIBIT H

- 2.02 It is agreed that the option to purchase granted hereby will be exercisable by the Transferee in the event that the Transferor sells, transfers, agrees to sell or lists the Land for sale within 6 months of the date of the registration of this Option against title to the Land at the Kamloops/Nelson Land Title Office.
- 2.03 Upon the Transferee becoming entitled to exercise this option to purchase by reason of the failure of the Transferor to meet the conditions described in Article 2.02, this option to purchase may be exercised by the Transferee at any time within 90 days of the date that the Transferee becomes entitled to exercise the option as above, by notice in writing delivered by hand or by courier to the Transferor.
- 2.04 Upon the satisfaction by the Transferor of the conditions described in Article 2.02 or if the Transferee fails to exercise the option to purchase as required herein (after becoming entitled to do so) then this option to purchase shall lapse and be of no further force and effect and the Transferor will be entitled to a release and discharge of this option to purchase from title to the Land.
- 2.05 The parties agree that if any act of God, accident, action of governmental or regulatory authority or other event beyond the Transferor's reasonable control renders it impossible or not reasonably feasible or economical to commence or complete construction within the periods governed by this clause the period for commencing or completing the construction under the Option to Purchase shall be extended for a period of time equal to the period of time during which it was impossible or not reasonably feasible or economical to commence or complete construction.

### ARTICLE III

### CONVEYANCE OF LAND ON EXERCISE OF OPTION

- 3.01 If this option is exercised a binding agreement for the purchase and sale of the Land will be constituted on the following terms and conditions:
- (a) The completion date of the sale (the "**Completion Date**") will be the 30th day after the date upon which the notice to exercise this option is delivered to the Transferor, and on the Completion Date, the Transferee shall pay the Purchase Price to the Transferor;
  - (b) Payment of the Purchase Price may be effected by bank draft or solicitor's trust cheque, and shall be effected by courier or by hand;
  - (c) The Purchase Price may be delivered to the Transferor's solicitor on undertakings to discharge existing encumbrances, other than the Permitted Encumbrances;

# EXHIBIT<sup>3</sup>

- (d) Prior to the Completion Date, the Transferor will execute and deliver to the Transferee's solicitor in trust, against an undertaking to pay the Purchase Price, all such documents as may be required to effect a transfer of the Land from the Transferor to the Transferee;
- (e) The Transferee shall have possession of the Land on the Completion Date;
- (f) Time shall be of the essence to the agreement of purchase and sale which arises from the exercise of this option to purchase.

## ARTICLE IV **COVENANTS OF THE TRANSFEROR**

4.01 During the term of this option;

- (a) the Transferor will pay all taxes, rates, levies and assessments that may be levied, charged or assessed in respect of the Land;
- (b) the Transferor will not grant an option to purchase the Land to any person.

## ARTICLE V **MISCELLANEOUS**

5.01 Time is of the essence of this option and any agreement of purchase and sale that may arise out of the exercise of this option.

5.02 If an agreement for the purchase and sale of the Land results from the exercise of this option, the Land will be at the risk of the Transferor until the Transferee has applied to the Land Title Office to register the Transfer.

5.03 Any document or written notice to be served upon or given to either the Transferor or the Transferee pursuant to this agreement shall be sufficiently served and given if delivered, sent by facsimile transmission or mailed, prepaid and registered:

- (a) in case of the Transferee:

Montane Developments Ltd.  
PO Box 1900  
402 Highway 3  
Ferne, BC V0B 1M0

- (b) in the case of the Transferor:

at such address as may be shown on title to the Land as the Transferor's address as registered owner of the Land.

5.04 Either party may, by notice in writing to the other, specify another address for service of notices under this agreement, and where another address is specified under this section, notice shall be mailed to that address in accordance with this Article.

5.05 This option enures to the benefit of and is binding upon the parties, their respective heirs and successors and permitted assigns.

5.06 The option may not be assigned by the Transferee.

# EXHIBIT<sup>4</sup>

- 5.07 For the purpose of Article 5.06, a change in the ownership of shares representing more than 50% of the issued voting shares in a corporate Purchaser is deemed to be an assignment, transfer or disposition of the rights of the Purchaser under this option.
- 5.08 This option is governed by and shall be construed in accordance with the laws of the Province of British Columbia.
- 5.09 Wherever the singular or the masculine is used in this option it will be construed as the plural or feminine or neuter, as the case may be, and vice versa where the context or parties so require.
- 5.10 This Option shall constitute an interest in the Land and shall, in accordance with its terms, be binding on each and every parcel, lot, strata lot or air space parcel in which the Land may be subdivided.

## **SCHEDULE "A"**

### **PERMITTED ENCUMBRANCES**

**"Permitted Encumbrances"** means:

1. \*
2. \*
3. \*
4. \*

**END OF DOCUMENT**

# EXHIBIT I

## CONTRACT OF PURCHASE AND SALE (BARE LAND STRATA LOT WITH IMPROVEMENTS)

BETWEEN:

Montane Developments Ltd.  
691-1<sup>st</sup> Avenue  
Ferne, BC V0B 1M0  
(the “**Vendor**”)

AND:

Full Name(s): \_\_\_\_\_

Occupation(s): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-mail: \_\_\_\_\_

Telephone: (H): \_\_\_\_\_ (W): \_\_\_\_\_

(the “**Purchaser**”)

Purchaser’s lawyer/notary (if known): \_\_\_\_\_

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Purchaser hereby offers to purchase from the Vendor:
  - (a) those lands located in Fernie, British Columbia and identified as Strata Lot \_\_\_\_ District Lot 4589 Kootenay District Strata Plan EPS7509 attached as Schedule “A” to this Agreement (the “Strata Lot”); and
  - (b) the improvements constructed in accordance with the specifications referred to in Schedule “E” (the “**Improvements**” and, together with the Strata Lot, the “**Property**”).
2. The schedules attached hereto form an integral part of this Agreement. The Purchaser acknowledges that he/she has read all paragraphs and schedules of this Agreement, including the following schedules:

Schedule “A”	Strata Plan
Schedule “B”	Additional Terms and Conditions
Schedule “C”	Purchaser’s Conditions Precedent
Schedule “D”	Permitted Encumbrances
Schedule “E”	Plans and Specifications
3. The Purchaser’s obligation to purchase is subject to the conditions precedent (if any) specified in Schedule “C” attached hereto. Unless each such condition is waived or declared fulfilled by written notice given to the Vendor on or before the date specified for each condition, this Agreement will be terminated and the Deposit (as defined below) shall be returned to the Purchaser.

Purchaser’s Initials: _____
-----------------------------

# EXHIBIT I

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4. The Purchase Price for the Property is \$\_\_\_\_\_ (the “**Purchase Price**”) plus applicable taxes and any additional amounts payable to the Vendor under this Agreement. The Purchase Price does not include applicable taxes (GST, PST, and Property Transfer Tax) or adjustments for municipal taxes, utilities and strata fees.
5. The Purchaser agrees to pay the Purchase Price as follows:
  - (a) \$1,000.00 \_\_\_\_\_ as an initial deposit (the “**Initial Deposit**”), together with this offer, receipt of which will be acknowledged by the Vendor by acceptance of this offer. If this offer is not accepted, the Initial Deposit will be returned;
  - (b) \$ \_\_\_\_\_ as to an additional 5% of the Purchase Price (the “**Additional Deposit**”), being \$ \_\_\_\_\_ forthwith within 3 business days of satisfaction of all Purchaser’s Conditions Precedent set out in Schedule “C” hereto,
  - (c) the remaining balance of the Purchase Price (plus all applicable taxes and adjustments) on the Completion Date (as defined in Schedule “B”). **For the purposes of this Agreement, the Initial Deposit, and the Additional Deposit shall in the aggregate be referred to herein as the “Deposit”.**
6. The completion date for the purchase of the Property shall occur on the date specified in Schedule “B”, which the Vendor estimates will be on or before \_\_\_\_\_, 20\_\_\_\_ (the “**Estimated Completion Date**”) and shall in no event be later than \_\_\_\_\_, 20\_\_\_\_ (the “**Outside Date**”).
7. The possession date shall be as specified in Schedule “B”.
8. This Offer shall be open for acceptance upon presentation to the Vendor and for up to 72 hours from the date of this Offer upon acceptance by the Vendor by signature to this Agreement, there will be a binding Agreement of Purchase and Sale in respect of the Property for the Purchase Price on the Terms and Conditions set out herein.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS:

_____ )	_____ )
Signature of Witness )	Purchaser
_____ )	
Name of Witness )	_____ )
(AS TO ALL SIGNATURES) )	Purchaser

This Offer to Purchase is accepted by the Vendor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “**Acceptance Date**”).

Montane Developments Ltd., by its Authorized Signatory:

Per: \_\_\_\_\_

Purchaser’s Initials: _____
-----------------------------



# EXHIBIT I

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## Disclosure Statement Receipt

The Purchaser hereby acknowledges receipt of a copy of and a reasonable opportunity prior to the execution of this Agreement to read the Disclosure Statement dated May 7, 2021 (the “**Disclosure Statement**”).

\_\_\_\_\_  
Purchaser's Signature

\_\_\_\_\_  
Purchaser's Signature

**Agency Relationship.**, the Purchaser hereby acknowledges to the Vendor that he/she/they:

☐

a) has/have an agency relationship with \_\_\_\_\_ as agent (the “Selling Agent”) and \_\_\_\_\_ as their salesperson; or

☐

b) has/have no agency relationship.

If (b) has been indicated, the Purchaser is acknowledging no agency relationship.

Purchaser's Initials: \_\_\_\_\_

BARELAND STRATA PLAN OF LOT 81 DISTRICT LOT 4589  
KOOTENAY DISTRICT PLAN EPP106625

PLAN EPS7509

EAST KOOTENAY ASSESSMENT AUTHORITY  
CITY OF FERNIE  
BCGS 82G.045

SCHEDULE A



The intended plot size of this plan is 432mm in width by 560mm in height (C size) when plotted at a scale of 1:400.

Grid bearings are derived from GNSS observations and are referred to the central meridian of UTM Zone 11.

The UTM coordinates and estimated absolute accuracy achieved are derived from dual frequency GNSS observations to GCM 44768.

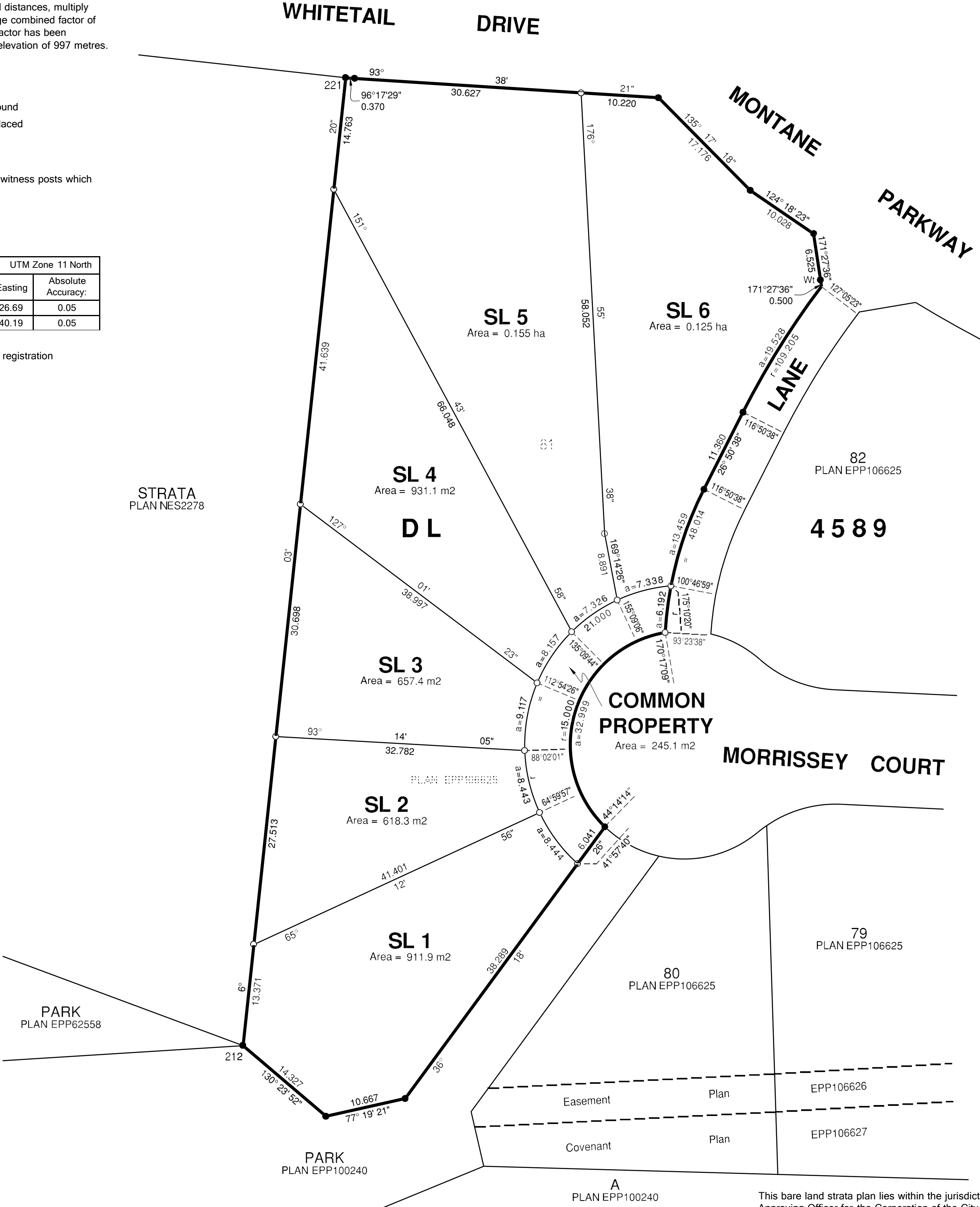
This plan shows horizontal ground level distances, unless otherwise specified. To compute grid distances, multiply ground level distances by the average combined factor of 0.9996858. The average combined factor has been determined based on an ellipsoidal elevation of 997 metres.

- LEGEND
- denotes standard iron post found
  - denotes standard iron post placed
  - m2 denotes metres squared
  - ha denotes hectares

Note: This plan shows one or more witness posts which are not set on the true corner(s).

Datum: NAD83(CSR)S 4.0.0.BC.1		UTM Zone 11 North	
Point	UTM Northing	UTM Easting	Absolute Accuracy:
212	5483873.44	640626.69	0.05
221	5484000.67	640640.19	0.05

Civic Address: Unavailable at time of registration



303-535 Victoria Ave N  
Cranbrook BC

PROJECT REF./DRAWING No.  
16R-62316-00-012-00-SSDSU001-R0

This bare land strata plan lies within the jurisdiction of the Approving Officer for the Corporation of the City of Fernie

This plan lies within the Regional District of East Kootenay

The field survey represented by this plan was completed on the 23rd day of February, 2021.

David J. Kaczowka, BCLS 957

# EXHIBIT I

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## SCHEDULE "B" ADDITIONAL TERMS AND CONDITIONS (BARE LAND STRATA LOT WITH IMPROVEMENTS)

1. **Payment of Deposit:** The Purchaser will pay the full amount of the Additional Deposit within the time specified in this Agreement.

If the Purchaser fails to pay any of the Deposit when required, the Vendor may elect to cancel this Agreement and, if the Vendor so elects, the amount of the Deposit will be forfeited to the Vendor without prejudice to any of the Vendor's other legal remedies. If the Purchaser fails to waive or declare fulfilled its Conditions Precedent as set out in Schedule "C" to this Agreement within the time specified therefor, the Vendor shall return the Initial Deposit to the Purchaser and this Agreement shall be at an end and the Purchaser shall have no rights as against the Vendor whatsoever including but not limited to any right for damages pursuant to the *Real Estate Marketing Act* or otherwise.

2. **Completion:** The parties acknowledge and agree that the Estimated Completion Date is an estimate only and the actual date of completion of the purchase and sale will be determined pursuant to this paragraph. The Vendor will give the Purchaser a written notice (the "**Closing Notice**") of the date the Vendor reasonably expects the purchase and sale of the Property to complete (the "**Completion Date**"). The Closing Notice shall be delivered to the Purchaser no less than 14 days prior to the stipulated Completion Date. The Completion Date shall be no earlier than the date upon which the Improvements are capable of being occupied and title to the Strata Lot is registered in the applicable Land Title Office and no later than the Outside Date identified in this Agreement, unless delayed pursuant to section 3 below. If by the Outside Date, or such later date as results from the application of section 3 below, the Completion Date has not occurred, this Agreement shall be null and void, whereupon the Purchaser will be entitled to repayment of the Deposit without interest and neither party shall have any claim against the other party under or in respect of this Agreement.

The Improvements will be considered capable of being occupied when the City of Fernie has issued an Occupancy Permit. The completion of the purchase and sale of the Property shall take place on the Completion Date. In the event the applicable Land Title Office is closed on the Completion Date, the Completion Date shall be extended to the next day the applicable Land Title Office is open.

The Purchaser will pay the remaining balance of the Purchase Price by way of certified cheque, bank draft or solicitor's trust cheque made payable to Rockies Law Corporation (the "**Vendor's Solicitor**") in the manner set out in this Agreement on the Completion Date.

3. **Extensions and Force Majeure:** If the Property is not expected by the Vendor to be ready to be transferred prior to the Completion Date so established or extended hereby, then the Vendor may extend the Completion Date from time to time as required by the Vendor, in the sole discretion of the Vendor,

Purchaser's Initials: \_\_\_\_\_

# EXHIBIT I

- 6 -

until the Property is ready to be transferred, by providing prior notice of such extended Completion Date to the Purchaser at the Purchaser's address as set out above or to the Purchaser's lawyer or notary. The Purchaser may not extend the Completion Date without the prior written consent of the Vendor, which may be arbitrarily withheld. Time shall remain to be of the essence for any extended Completion Date, subject always to the Vendor's right to further extend the Completion Date as provided hereunder.

If the Vendor is delayed in completing the Improvements or the sale of the Property or performing any other obligation under this Agreement, then the Outside Date may be extended by the Vendor by providing notice to the Purchaser. The Outside Date may not be extended more than 3 months beyond the original date specified.

4. **Possession:** The Purchaser shall have vacant possession of the Property at 4:00 p.m. (Mountain time) on the Completion Date.

5. **Deposit Paid to the Vendor's Solicitor:** The parties agree that the Deposit shall be held in trust by the Vendor's Solicitor in accordance with the *Real Estate Development Marketing Act* and applied toward payment of the Purchase Price on the Completion Date. The Deposit may be paid by certified cheque, bank draft or solicitor's trust cheque made payable to the Vendor's Solicitor. Any interest earned on the Deposit shall always accrue to and be payable to the Vendor. In the event that the Vendor terminates this agreement prior to the Completion Date, the Deposit shall be refunded to the Purchaser without any interest payable. In the event that the Purchaser fails to complete this transaction on the Completion Date, or if the Purchaser or the Purchaser's lawyer or notary fails to deliver the documents required to be delivered pursuant to this Agreement to the Vendor's Solicitor at least five (5) days prior to the Completion Date, the Deposit and any interest earned shall be forfeited to the Vendor without prejudice to the Vendor's other rights and remedies hereunder or otherwise at law.

6. **Lien Holdback:** That portion, if any, of the Purchase Price required by law to be held by the Purchaser in respect of potential builders' lien claims (the "**Lien Holdback**") will be paid to Vendor's Solicitor on the Completion Date. The Vendor will provide the Vendor's Solicitor with an irrevocable direction to retain the Lien Holdback in trust, pursuant to the *Strata Property Act* (British Columbia) and the *Builders Lien Act* (British Columbia), as applicable, with interest for the benefit of the Vendor, solely in respect of builders' lien claims registered in the Land Title Office in connection with work done at the behest of the Vendor in accordance with this Agreement. The Vendor's Solicitor shall be authorized to release the Lien Holdback (plus interest earned less the amount representing any builders' lien claims registered against title to the Property) to the Vendor on the earlier of: (a) the date on which the time for filing a claim of lien under the *Builders Lien Act* (British Columbia) expires and (b) the date which is 55 days after the date the Property is conveyed to the Purchaser. The Purchaser hereby authorizes the Vendor and Vendor's Solicitor to do all things necessary to discharge any builders' liens, including bringing court proceedings in the name of the Purchaser, provided that any such proceedings will be solely at the expense of the Vendor. The time period for filing a claim of lien will be deemed to be expired if the Vendor delivers a Statutory Declaration to the Purchaser stating that the construction of the improvements is substantially complete and no work has been carried out on behalf of the Vendor with respect to the Property for a period of at least 45 days. The Vendor's Solicitor will be at liberty to pay the Lien Holdback into Court at any time and for any reason in its sole discretion. The parties acknowledge and agree that the Vendor's Solicitor shall not be obligated to provide any undertakings with respect to the Lien Holdback other than in accordance with the trust conditions set out in this Agreement.

7. **Completion:** On the Completion Date, the Vendor will:

- a) transfer title to the Property to the Purchaser, subject to the exceptions listed in section 23(1) of the *Land Title Act*, free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except:

Purchaser's Initials: _____
-----------------------------

# EXHIBIT I

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- i) the legal notations, charges and encumbrances listed in Schedule “D”;
- ii) all existing and proposed legal notations, charges and encumbrances described in the Disclosure Statement; and
- iii) any other easements, rights-of-way, and any development covenants or agreements in favour of utilities, public authorities and other parties as required by them and which are in the Vendor’s opinion reasonably necessary for the development of or provision of services to the Property or adjacent lands;

(the “**Permitted Encumbrances**”)

and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for any release or discharge of any registered liens, mortgages, charges and encumbrances (the “**Charges**”) save and except the Permitted Encumbrances.

The Purchaser acknowledges and agrees that the Vendor may be using the purchase monies received from the Purchaser to obtain a discharge of the Charges from the Property. If there are Charges to be removed by the Vendor, the Purchaser, while still required to pay the Purchase Price in full on the Completion Date, may instruct the Purchaser’s lawyer or notary to pay the balance of the adjusted Purchase Price on the Completion Date to the Vendor’s Solicitor in trust pursuant to their undertaking to pay to the holders of the Charges the amount required by them to discharge their Charge from title to the Property as specified by such Charge holders in a written payout statement provided to the Vendor’s Solicitor and to use diligent and commercially reasonable efforts to obtain a Form C Release from them in a timely manner and upon receipt to promptly register same in the appropriate Land Title Office. The parties acknowledge and agree that the Vendor’s Solicitor shall not be obligated to accept any undertakings with respect to the payout and discharge of Charges other than in accordance with the trust conditions set out in this Agreement.

If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Form A Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Property, the Purchaser has:

- A) deposited in trust with its lawyer or notary the cash balance of the Purchase Price not being financed by the new mortgage;
- B) fulfilled all the new mortgagee’s conditions for funding except lodging for registration; and
- C) made available to Vendor’s Solicitor a lawyer’s or notary’s undertaking in a form acceptable to the Vendor’s Solicitor, acting reasonably, to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Form A Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds. The parties acknowledge and agree that an undertaking provided by the Purchaser’s lawyer or notary in substantially the same form as the standard undertakings established by the Canadian Bar Association (BC

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Branch) (Real Property Section) will be an acceptable form of undertaking.

8. **GST:** The Purchaser shall assume and pay where applicable all federal Goods and Services Tax ("GST") on the value of the Property. The Purchaser will pay to the Vendor on the Completion Date the amount of the GST on the value of the Property and the Vendor will be responsible for remitting the appropriate amount of tax to Canada Revenue Agency. If the Purchaser is a corporation and a GST registrant prior to the Completion Date and if consented to by the Vendor, which consent may be arbitrarily withheld, the Purchaser may self-assess the GST by providing the Vendor's Solicitor with its GST registration number and such other documents and certificates as may be reasonably required by the Vendor or the Vendor's Solicitor.

9. **Property Transfer Tax:** The Purchaser shall be responsible to pay Property Transfer Tax based on the value of the Property as required pursuant to applicable legislation.

10. **Adjustments:** All municipal taxes, strata fees and utilities, other charges levied against the Property and any other amounts and adjustments both incoming and outgoing of whatsoever nature typically adjusted for in respect of a sale of residential property will be made as of the Completion Date. The Purchase Price will also be further adjusted for any changes or additions to the work in the manner set out in this Agreement.

11. **Transaction Documents:** It shall be the Purchaser's responsibility to prepare the documents necessary to complete this transaction and the Purchaser's lawyer or notary shall deliver to the Vendor's Solicitor a Form A – Transfer, in registrable form, and a Statement of Adjustments at least five (5) days prior to the Completion Date. The Purchaser shall bear all costs of preparation and registration of the closing documents and delivery of the purchase monies to the Vendor's Solicitor. The Vendor shall bear all costs of providing clear title to the Property in accordance with this Agreement.

12. **Services:** The Purchaser acknowledges having had ample opportunity to inspect the Strata Lot prior to signing this Agreement and agrees to accept same in an "as is, where is" condition without any representation or warranty of the Vendor whatsoever including but not limited to any warranty of fitness for use, merchantability, or condition. The Purchaser acknowledges that the Strata Lot is part of a development which includes service facilities and equipment required by municipal authorities and any other authorities having jurisdiction over the Strata Lot and adjacent lands, such as transformers, fire hydrants, pipes, meters, conduit, access vaults, access boxes and other such facilities and equipment. The Purchaser acknowledges the current plans for the development may not indicate the location of all such service facilities and the Purchaser accepts the Strata Lot with any such service facilities as are deemed necessary by the Vendor, without compensation to the Purchaser.

13. **No Registrable Interest:** Neither this Agreement nor any interest in the Property created by this Agreement shall be registered in the applicable Land Title Office, except for the transfer and mortgage documents to be submitted for registration on the Completion Date. This Agreement creates contractual rights only between the Vendor and the Purchaser and not an interest in land.

14. **Time of the Essence:** Time shall be of the essence of this Agreement. Unless all payments on account of the Purchase Price together with the adjustments are provided and all other amounts payable by the Purchaser are paid when due, the Vendor may terminate this Agreement and in addition to, and without limitation of, any other remedy available to the Vendor, the Deposit plus any interest accrued shall immediately and absolutely be forfeited to the Vendor. The Purchaser acknowledges and agrees that in such case the Deposit represents earnest money, and is not in the nature of a penalty. The Purchaser hereby irrevocably authorizes and directs the Vendor's Solicitor to forthwith upon the request of the Vendor to deliver such Deposit to the Vendor without further inquiry and hereby releases and indemnifies

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# EXHIBIT I

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the Vendor's Solicitor from and against any claims related to the release of the Deposit to the Vendor whatsoever.

15. **Risk:** The Property shall be at the risk of the Vendor until the transfer of the Property has been accepted for registration in the Land Title Office and thereafter shall be at the risk of the Purchaser.

16. **Assignment:** The Purchaser shall not assign its rights under this Agreement without the prior written consent of the Vendor, which consent may be withheld at the sole and unfettered discretion of the Vendor.

17. **Sale:** The Purchaser shall not advertise or offer the Property for sale prior to the Completion Date.

18. **Privacy Consent:** The Purchaser consents to the collection, use and disclosure of personal information contained in this agreement and otherwise as collected by or on behalf of the Vendor and its agents, affiliates and service providers for the following purposes:

- a) to complete the transaction contemplated by this Agreement;
- b) to engage in business transactions including securing financing for the construction of the Property and other development projects;
- c) to provide ongoing products and services to the Purchaser;
- d) to market, sell, provide and inform the Purchaser of the Vendor's products and services including information about future projects; and
- e) additional purposes identified when or before the information is collected.

19. **Construction of Improvements:** Subject to the terms and conditions of this Agreement, the Vendor will provide all labour, products, materials, equipment and services required for the construction of the Improvements in accordance with the plans and specifications in Schedule "E" in a safe and workmanlike manner and in accordance with the British Columbia Building Code.

20. **Included Items and Materials:** The parties agree that only those items listed and described in Schedule "E" are included in the Purchase Price. Any items not listed in Schedule "E" shall be expressly excluded. The Vendor may substitute materials and equipment of reasonable equivalent quality and make modifications to the features and design of the Improvements as are in the opinion of the Vendor desirable and reasonable and may use materials other than prescribed in Schedule "E", all without compensation to or consent from the Purchaser.

21. **Changes to Products and Materials:** No changes to the products and materials listed in Schedule "E" may be made by the Purchaser unless consented to by the Vendor. If the Purchaser, with the consent of the Vendor, selects products or materials which cost more than what was described in Schedule "E", the amount of any such cost increase plus 20% will be added to the Purchase Price. Notwithstanding any of the foregoing, if the Purchaser wishes to replace products or materials which the Vendor has already purchased and/or installed, the Purchaser will be responsible to pay for those costs as part of the original Purchase Price as well as the entire cost plus 20% for the replacement product and materials.

22. **Changes to Plans and Specifications:** No changes to the plans or specifications in Schedule "E" may be made by the Purchaser unless consented to by the Vendor. If the Purchaser desires to make a change to the plans and specifications set out in Schedule "E", the Purchaser must provide the Vendor with a written description of the proposed change (the "**Change Request**"). Upon receipt of the Change Request, the Vendor will provide the Purchaser, within a reasonable time, either:

- a) notice to the Purchaser that the Vendor does not consent to the Change Request;

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- b) a stipulated price for carrying out the work required as set out in the Change Request (including provisions for any costs associated with already completed work, delays in completing the Improvements and all other associated costs), together with a Change Order Form; or
- b) an alternative method for adjustment to the Purchase Price, if any, for the changes set out in the Change Request.

The Vendor will determine the stipulated price or alternative method for adjustment based on the actual costs expected to be incurred by the Vendor in performing the change in the work plus 15%.

If the Purchaser accepts the stipulated price provided by the Vendor or the alternative method for adjustment to the Purchase Price, then the Vendor and the Purchaser shall execute the Change Order Form and the Purchase Price will be adjusted accordingly and the Vendor will proceed with the work pursuant to the plans and specifications in Schedule "E" as amended by the Change Request. If the Vendor does not consent to the Change Request or if the Purchaser does not accept the stipulated price or alternative method for adjustment to the Purchase Price, then the Vendor will proceed with the work pursuant to the plans and specifications in Schedule "E" without any amendment.

23. **Financial Status of the Purchaser:** The Purchaser hereby represents and warrants that the Purchaser has sufficient financial resources to pay the Purchase Price and any additional amounts payable to the Vendor under this Agreement. The Purchaser agrees to provide the Vendor promptly upon request any documentation or evidence reasonably required by the Vendor, including payroll information, bank statements and/or mortgage approval, to confirm to the satisfaction of the Vendor the Purchaser's ability to complete the purchase of the Property on the Completion Date.

24. **Access to the Property prior to the Completion Date:** Access by the Purchaser to the Property prior to the Completion Date shall be restricted to those dates and times specifically permitted by the Vendor. The Purchaser acknowledges that the building site is hazardous and further agrees to release and indemnify the Vendor from and against any injury, damage or loss which the Purchaser or the Purchaser's invitees may suffer or incur as a result of a visit to the Property by the Purchaser or the Purchaser's invitees, including any injury, damage or loss suffered by the Purchaser or the Purchaser's invitees as a result of the negligence of the Vendor or its employees, agents or subcontractors. The Purchaser shall and shall cause any of the Purchaser's invitees to wear appropriate footwear and a hard hat at all times when at the building site.

25. **Delays:** The Purchaser will use good faith efforts not to cause delays in the construction of the Improvements and will make all decisions required of the Purchaser within a reasonable time so as not to cause any undue delays. If the Vendor is delayed in the construction of the Improvements by an action, failure to act or omission of the Purchaser, or any person employed or engaged by the Purchaser, the Purchaser will reimburse the Vendor for reasonable costs actually incurred by the Vendor as a result of such delay.

26. **Deficiencies:** There shall be no holdback from the Purchase Price for deficiencies unless specifically consented to in writing by the Vendor. The Purchaser shall provide notice of any deficiencies within 2 weeks of the Completion Date and the Vendor shall correct such deficiencies accepted by the Vendor, acting reasonably, as soon as commercially practicable.

27. **Control of and Responsibility for the Work:** The Vendor will have total control of the construction of the Improvements on the Strata Lot and may use such construction methods and techniques to complete the work as the Vendor, in its sole discretion, deems appropriate. The Vendor may employ or subcontract any person whom the Vendor deems suitable to complete any portion of the

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work. The Purchaser will provide, if requested, the Purchaser's preferences relating to design, colour, aesthetic fixtures and products and, provided that such preferences are within the scope of work as set out in Schedule "E", and the Vendor will attempt to incorporate the Purchaser's preferences to the extent reasonably practical. The Vendor shall not be responsible for the discontinuation or unavailability of any products or materials selected by the Purchaser.

28. **Limited One Year Warranty:** Subject to the terms of any New Home Warranty policy issued in connection with the construction of the Improvements, the Vendor's warranty period for any work performed by the Vendor will be one year from the Completion Date. If the Purchaser provides the Vendor with notice in writing of a defect in the work within the one-year period, the Vendor will, at the Vendor's own expense, correct such defect within 2 months following the expiry of the one-year warranty period. If the defect materially and adversely affects the Purchaser's use and enjoyment of the Property (i.e., heating/cooling, mechanical, etc.), then the Vendor shall use its good faith efforts to promptly correct the defect. The Vendor will not be responsible for any defects for which it does not receive written notice within the one-year period except under the New Home Warranty policy. For the sake of clarity, the limited one-year warranty described in this section is in addition to and is not intended to replace or amend the New Home Warranty coverage. Notwithstanding any of the foregoing, the Vendor will not be responsible to correct defects in building materials or products, except for defects relating to improper installation and to the extent that may be required under the New Home Warranty policy. If the Vendor attends at the Property at the request of the Purchaser for any matter that is not covered by the limited one-year warranty described in this Agreement or the New Home Warranty, the Purchaser agrees to pay the Vendor for such work at the Vendor's hourly rate then in effect plus GST with a minimum charge of 4 hours per site visit plus the cost of any required materials at cost plus 20%.

29. **New Home Warranty:** The Vendor will obtain and comply with the terms of a New Home Warranty policy issued in connection with the construction of the Improvements.

30. **Warranty on Appliances:** Any manufacturer's warranty for appliances and equipment will be assigned to the Purchaser if and to the extent permitted by such warranty.

31. **Furniture:** The Purchase Price does not include any furniture except for the furniture specifically listed in the schedules to this Agreement. Any additional furniture supplied by the Vendor shall be purchased by the Purchaser on the Completion Date for the prices specified by the Vendor, which amounts will be added to the Purchase Price payable to the Vendor under this Agreement.

32. **Variance:** The Purchaser acknowledges and agrees that the plans shown in Schedule "A" are in draft form and that the overall size and dimensions of the Strata Lot may vary from those shown on Schedule "A" by up to 5%.

33. **Residency:** The Vendor is not a non-resident within the meaning of the *Income Tax Act* (Canada).

34. **Interpretation:** All words in this Agreement may be read and construed in the singular or plural, masculine or feminine, or body corporate, as the context requires.

35. **Binding Agreement:** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. All covenants and agreements herein shall survive the Completion Date and not merge.

36. **Entire Agreement:** This Agreement is the entire agreement between the parties and there are no other representations, warranties conditions or collateral agreements, express or implied, whether made by the Vendor, any agent, employee or representative of the Vendor or any other person including, without limitation, anything arising out of any marketing material including sales brochures, models,

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representative view sets, show room displays, photographs, illustrations, renderings, revenue projections or pro-formas provided to the Purchaser other than those contained in this Agreement. The agreements, representations and warranties contained herein will survive completion and the conveyance of the Property to the Purchaser. This Agreement may not be altered or amended except by an amendment in writing signed by both parties.

37. **Governing Law:** It is expressly agreed between the Vendor and the Purchaser that this Agreement and each and every part thereof shall be governed and construed in accordance with the laws of the Province of British Columbia. The parties attorn to the jurisdiction of the Supreme Court of British Columbia.

38. **Notices:** Any notice, document or communication required or permitted to be given under this Agreement shall be in writing and either delivered by hand, transmitted by either facsimile or email, or sent by prepaid mail to the Vendor or to the Purchaser as the case may be, at the above address. The time of giving such notice, document, or communication shall be, if delivered, when delivered, if sent by facsimile or email, then on the day of transmission, and if mailed, then on the third business day after the day of mailing. Email and facsimile shall be valid methods of delivering any notice referred to or required under this Agreement.

39. **Tender:** Any documents to be tendered on the Purchaser may be tendered on the Purchaser or the Purchaser's solicitor or notary. Any documents or money to be tendered on the Vendor shall be tendered, if money, by way of certified funds, bank draft or solicitor's trust cheque, and shall be delivered at the Purchaser's expense to Vendor's Solicitor.

40. **Currency:** All payments contemplated here will be in Canadian Funds. All references herein are to Canadian Dollars.

41. **Joint and Several Obligations:** Where there is more than one Purchaser, the obligations of the Purchaser under this Agreement will be construed as joint and several obligations.

42. **Further Assurances:** Each of the parties will execute and deliver such further documents and instruments and do such acts and things as may, before or after the Completion Date, be reasonably required by another party to carry out the intent and meaning of this Agreement.

43. **Independent Legal Advice:** The Purchaser has been advised to seek and obtain independent legal advice before signing this Agreement. The Purchaser has either obtained independent legal advice or has decided not to obtain independent legal advice and, in either case, the Purchaser has read and fully understands this Agreement.

44. **Counterparts:** The parties agree to accept signatures of offer and acceptance by facsimile or other electronic means as originals and, in addition the parties agree that signatures delivered in counterpart, by fax or electronic means will result in a binding agreement between them.

45. **Option to Purchase:** On Completion the Purchaser shall grant the Vendor an Option to Purchase the Property from the Purchaser for 90% of the Purchase Price in the event that the Purchaser sells, agrees to sell or lists the Property for sale within 6 months of the date of completion of the sale of the Property from the Vendor to the Purchaser hereunder. Such Option shall be in the Vendor's standard form and registered concurrently with the completion of the sale of the Property to the Purchaser at the expense of the Purchaser.

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## SCHEDULE "C" CONDITIONS PRECEDENT

The Purchaser's offer to purchase the Property is subject to the following terms and conditions, all of which are for the sole benefit of the Purchaser:

### **TO BE COMPLETED AT TIME OF CONTRACT NEGOTIATION**

Unless each condition is waived or declared fulfilled by written notice given to the Vendor on or before the date specified for each condition, this Agreement will be terminated and the Deposit shall be returned to the Purchaser.

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## SCHEDULE "D" PERMITTED ENCUMBRANCES

All of the legal notations and encumbrances registered against title to the Property as of the date of this Agreement, including the following:

Covenant CA4636432

Covenant CA8724819

Rentcharge CA8724837

Restrictive Covenant CA8724839 Modified by CA\_\_\_\_\_

Tree Preservation Covenant CA\_\_\_\_\_

and any additional encumbrances set out in the Vendor's Disclosure Statement as "Proposed Encumbrances", save and except for any mortgage or assignment of rents which will be the responsibility of the Vendor to discharge in accordance with the Agreement.

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## SCHEDULE "E" PLANS AND SPECIFICATIONS

Documents attached:

- Strata Plan EPS7509 showing the location of the Strata Lot
- Building Plans and Drawings
- Construction Specification Guidelines
- Form of Change Order

Purchaser's Initials: \_\_\_\_\_