



MONTANE FERNIE ESTATES 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 – 1st Avenue
Fernie, BC V0B 1M0

DEVELOPMENT: **MONTANE FERNIE ESTATES**
(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: APRIL 4, 2023

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.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to section 7.2 for information on the purchase agreement. That information has been drawn to the attention of _____, who has confirmed that fact by initialling in the space provided here.

INITIAL HERE



MONTANE FERNIE ESTATES
DISCLOSURE STATEMENT
APRIL 4, 2023

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.



**MONTANE FERNIE ESTATES
DISCLOSURE STATEMENT
APRIL 4, 2023**

1	THE DEVELOPER	5
1.1	INCORPORATION	5
1.2	INCORPORATION PURPOSE	5
1.3	REGISTERED AND RECORDS OFFICE	5
1.4	NAME OF DIRECTORS	5
1.5	NOTE: THE INFORMATION ABOUT THE DIRECTOR IS PROVIDED BY THE DIRECTOR.	5
1.6	CONFLICT STATEMENT	6
2	GENERAL DESCRIPTION	7
2.1	GENERAL DESCRIPTION OF THE DEVELOPMENT	7
2.2	PERMITTED USE.....	7
2.3	BUILDING CONSTRUCTION	8
3	SERVICING INFORMATION	8
3.1	UTILITIES AND SERVICES	8
4	TITLE AND LEGAL MATTERS	9
4.1	LEGAL DESCRIPTION	9
4.2	OWNERSHIP.....	9
4.3	EXISTING ENCUMBRANCES AND LEGAL NOTATIONS	9
4.4	PROPOSED ENCUMBRANCES	11
4.5	OUTSTANDING OR CONTINGENT LITIGATION OR LIABILITIES	12
4.6	ENVIRONMENTAL MATTERS	12
5	CONSTRUCTION AND WARRANTIES.....	12
5.1	CONSTRUCTION DATES	12
5.2	WARRANTIES	13
6	APPROVALS AND FINANCES	13
6.1	DEVELOPMENT APPROVAL.....	13
6.2	CONSTRUCTION FINANCING	13
7	MISCELLANEOUS	13
7.1	DEPOSITS.....	13
7.2	PURCHASE AGREEMENT.....	13
7.3	DEVELOPER'S COMMITMENTS.....	14
7.4	OTHER MATERIAL FACTS.....	15
	SIGNATURES	15



MONTANE FERNIE ESTATES
DISCLOSURE STATEMENT
APRIL 4, 2023

LIST OF EXHIBITS

EXHIBIT NO.	DESCRIPTION
A	Plan of Subdivision Concept Plan of Development and Surrounding Lands
B	Parent Title
C	Architectural Design Guidelines and Restrictive Covenant
D	Option to Purchase
E	Rent Charge
F	Non-Disturbance Covenant
G	Pre-Construction Geotechnical Covenant
H	Contract of Purchase and Sale



MONTANE FERNIE ESTATES
DISCLOSURE STATEMENT
APRIL 4, 2023

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.



MONTANE FERNIE ESTATES
DISCLOSURE STATEMENT
APRIL 4, 2023

(2) Statement Re: No Regulatory or other Sanction

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



MONTANE FERNIE ESTATES DISCLOSURE STATEMENT APRIL 4, 2023

development units in connection with the Development which could reasonably be expected to affect the Purchaser's purchase decision."

2 General Description

2.1 General Description of the Development

The Development consists of 5 fee-simple municipal estate building lots (the "Lots"), located in Fernie, British Columbia at the eastern end of Piedmont Drive near Coal Creek. The Lots vary in size from approximately 0.538 ha to 0.704 ha, as shown on the draft plan of the Development attached as Exhibit A.

By this Disclosure Statement, the Developer is marketing all of the Lots.

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 and By-Law No. 2441, adopted June 13, 2022.

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.

.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.



MONTANE FERNIE ESTATES DISCLOSURE STATEMENT APRIL 4, 2023

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.fernie.ca.

2.3 Building Construction

Purchasers of Lots shall be solely responsible for the construction of any improvements on the Lots. Prior to commencement of construction, owners of Lots are required to obtain a building permit from the City of Fernie. No Statutory Building Scheme is intended to be registered against the Lots however purchasers shall be required to comply with the Architectural Design Guideline Covenant attached as Exhibit C, which are intended to be registered as a Restrictive Covenant rather than as a Statutory Building Scheme.

3 Servicing Information

3.1 Utilities and Services

a) Water and Sewerage

Water will be supplied by the City of Fernie. Each Lot will be separately assessed. Payment of the City of Fernie hook-up fee and Development Cost Charge will be required at the time of issuance of a building permit (see “Other Material Facts” below).

b) Electricity

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

c) Natural Gas

Natural Gas will be supplied by Fortis BC, or a competing natural gas service provider.

Each Lot will be metered individually.

d) Fire Protection

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



**MONTANE FERNIE ESTATES
DISCLOSURE STATEMENT
APRIL 4, 2023**

e) Telephone

Telephone service will be provided by Shaw Communications, or by other service providers;

f) Access

Access to the Development will be via Montane Parkway, which is a municipal roadway.

g) Snow Removal and Trail Maintenance

Maintenance of sidewalks and trails within the Development will be provided by the Developer and paid for by way of the Rentcharge described at Section 4.4 below.

As of the date hereof, the Developer has commenced construction of the Development and intends to substantially complete it between October 1, 2023 and December 31, 2023. At the time of completion, the Developer may elect to post a bond with the City of Fernie to secure certain works as more particularly described in Section 7.3.

4 Title and Legal Matters

4.1 Legal Description

The legal description of the land from which the Lots will be subdivided (the "Parent Parcel") is as follows:

PID: 031-886-400 Lot A District Lot 4589 Kootenay District Plan EPP126163

The legal description of the Lots will be:

Lots 89, 90, 91, 92, and 93, District Lot 4589 Kootenay District Plan EPP [TBA].

4.2 Ownership

The Developer is the owner of all of the Lots.

4.3 Existing Encumbrances and Legal Notations

The following legal notations are registered on title to Lot 1:



MONTANE FERNIE ESTATES
DISCLOSURE STATEMENT
APRIL 4, 2023

Annexed Easement XF34360 over Parcel A (See 117879I) of Parcel 89 (See 85409I) District Lot 4589 Kootenay District as to Part Former Lot 1 Plan NEP82972

Annexed Easement XG34835 over Lot 1 District Lots 4588 and 4589, Kootenay District Plan NEP20648 Part Plan NEP20649, as to Part Former Lot 1 Plan NEP82972

Lot A is subject to the following Charges:

- a) Undersurface Rights 17281D, 17283D, 17284D, 17291D, 17292D, all in the name of Cominco Ltd. and granted in 1930. It is the Developer's view that these charges are obsolete as the Development is in a municipality and no longer able to be mined;
- b) Undersurface Rights L6660, S142, S143, KP6315, KP6316, and KP6317, all of which have forfeited to the Crown in Right of the Province of British Columbia. It is the Developer's view that these charges are obsolete as they have been forfeited to the Crown;
- c) Covenant KX6069 in favour of The Crown in Right of British Columbia and Regional District of East Kootenay;
- d) Covenant KT71351 in favour of The Crown in Right of British Columbia and The Corporation of the City of Fernie;
- e) Covenant LB338137, CA3648199, CA4636432 and CA6080602 in favour of the Corporation of the City of Fernie;
- f) Restrictive Covenant LB8315, LB8316 and LB8319 Appurtenant to the Remainder of Parcel 89 (See 85409I) DL 4589 Kootenay District Part Former Lot 1 Plan NEP82972 modified by CA2538632;
- g) Easement LB8317 and LB8318 Appurtenant to the Remainder of Parcel 89 (See 85409I) LD 4589 Kootenay District;
- h) Statutory Right of Way LB272269 in favour of British Columbia Hydro and Power Authority;
- i) Mortgage CA6735072 extended by CA7899672 in favour of CBT Commercial Finance Corp.; and
- j) Mortgage CA7899672 extended by CA6735072 in favour of CBT Commercial



MONTANE FERNIE ESTATES
DISCLOSURE STATEMENT
APRIL 4, 2023

Finance Corp.

As a condition of the completion of the purchase and sale of the Lots with each Purchaser, the Developer will arrange with the holder of the mortgage referred to in item i) and j) above to grant a release of the mortgage(s) in respect of any Lot concurrent with the completion of the purchase and sale of such Lot.

The Title Search for the Parent Parcel is included at Exhibit “B”.

Prospective purchasers are advised to review thoroughly all of the above encumbrances with their legal advisor prior to the expiration of any rescission period.

4.4 Proposed Encumbrances

Prior to or at the time of transfer of title of a Lot to a Purchaser, the Developer intends to register or require the Purchaser to register, the following charges against title to the Lots:

- a) Architectural Design Guidelines and Restrictive Covenant (the “Design Covenant”) substantially in the form attached as Exhibit “C” providing that the style, materials, siting and other attributes of proposed construction on any Lot is subject to review and approval by the Developer as to compliance with the guidelines contained in the Design Covenant. Prospective Purchasers are advised that the current security deposit required is \$15,000.00;
- b) an Option to Purchase substantially as shown in Exhibit D, granting the Developer an option to purchase a Lot back from its owner if the owner does not enter into an unconditional contract for construction of a residence in accordance with the Design Covenant within 30 months; actually commence such construction within 36 months, or substantially complete it within 60 months, commencing on the date of registration of the Option (i.e., the date title is conveyed by the Developer to the first purchaser of a Lot) and effective upon any such default;
- c) a Rentcharge substantially in the form set out in Exhibit “E” to pay for the cost of services including pathway and trail maintenance, snow removal from sidewalks, and other services within the Development and the development generally known as Montane Fernie, initially in the amount of \$984.00 per year and increasing thereafter at a rate not exceeding 10% of the annual amount in the immediately preceding year;
- d) A “non-disturbance” covenant restricting any disturbance or alteration of



MONTANE FERNIE ESTATES DISCLOSURE STATEMENT APRIL 4, 2023

natural characteristics of the Lot in areas delineated by plan, consisting of a “building envelope” and “driveway area” in which development is permitted (subject to the design guideline covenant referred to in 4.4a) above) and prohibiting disturbance or alteration of natural characteristics of the Lot in all other areas substantially in the form attached as Exhibit F; and

- e) a “A Pre-Construction Geotechnical Covenant” in favour of the City of Fernie substantially in the form attached in Exhibit G; requiring confirmation as to whether any site-specific construction considerations apply.

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 Lots or the 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 other than as required by Items 4.4(d) and 4.4(e) above.

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

The Developer has, as of the date hereof, commenced construction of the Development. The Developer estimates completion of the Development to be between October 1, 2023 and December 31, 2023.

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.**



**MONTANE FERNIE ESTATES
DISCLOSURE STATEMENT
APRIL 4, 2023**

5.2 Warranties

The Developer makes no warranties with respect to the Lots or the Development.

6 Approvals and Finances

6.1 Development Approval

The Developer has applied to the City of Fernie to have the Development zoned Detached Residential One (DR1) under the CD-1 Comprehensive Development Zone described by-law in By-Law No. 1750 of the City of Fernie. The Developer has applied for Subdivision Layout Approval for the Development. Subdivision Layout Approval was granted by the City of Fernie on October 6, 2022.

6.2 Construction Financing

The Developer has arranged unconditional mortgage financing for the construction of the Development with a commercial lender. As a condition of the completion of the purchase and the sale of the lots with each purchaser the Developer will arrange with the commercial lender to grant a release of any such mortgage in respect of any lot concurrent with the completion of the purchase and sale of such 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 F.

Termination Provisions

The form of purchase agreement used by the Developer and included herewith



MONTANE FERNIE ESTATES
DISCLOSURE STATEMENT
APRIL 4, 2023

as an exhibit may not be terminated except in the following circumstances:

1. It is not accepted by the Developer pursuant to Section 1.10 thereof;
2. The Purchaser's conditions precedent described in Section 1.6 are not waived or declared fulfilled in writing;
3. It is rescinded in accordance with Section 1.11; or
4. Upon the default of the Purchaser in completing the purchase and sale thereunder in a timely manner.

Assignment

The purchase agreement provides that it cannot be assigned without the consent of the Developer, which consent may be arbitrarily withheld in the sole and unfettered discretion of the Developer. 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.

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.

7.3 Developer's Commitments

A portion of the services required to be completed in connection with the Development, such as installation of water and sewer lines, paving of roads and sidewalks, and installation of "shallow services" such as gas and electricity (taken together, the "Incomplete Works") may not be completed at the time of subdivision of the Lots. In such circumstances the Developer may elect to post a bond (the "Bond") with the City of Fernie (the "City") in the amount of 125% of the estimated cost of completion of the Incomplete Works in order to obtain the signature of the Municipal Approving Officer to the plan of subdivision of the Development. In such case purchasers will, in accordance with the terms of the purchase agreement, be required to complete the purchase and sale. In the event the Developer does not complete the Incomplete Works within 12 months of the date of subdivision, the City may, but is not required to, demand payment of the Bond and apply the proceeds thereof to completion of the Incomplete Works by its own contractors. **In such event there can be no assurance that the Bond will be sufficient to ensure completion of the Incomplete Works or that the City will complete the Incomplete Works at any particular time, or at all.**



MONTANE FERNIE ESTATES
DISCLOSURE STATEMENT
APRIL 4, 2023

7.4 Other Material Facts

Pursuant to the City of Fernie Development Cost Charge bylaw (the “DCC Bylaw”) Development Cost Charges are assessed to the owner of a Lot at the time of issuance of a Building Permit for a residential dwelling. Development Cost Charges are intended to provide the City of Fernie with funding for future infrastructure projects necessitated by the growth of the community. At the time of filing this Disclosure Statement, Development Cost Charges are approximately \$29,400.00 per single-family residential dwelling. The amount of Development Cost Charges assessed at any particular time is subject to change and will vary based on the amount set for such purpose by the City of Fernie pursuant to the DCC Bylaw.

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 April 4, 2023.

**Montane Developments Ltd.
By its Authorized Signatory:**

A handwritten signature in black ink, appearing to read 'S. Howse', written over a horizontal line.

**Simon Howse
President**

**Signed by the Director of
Montane Developments Ltd.:**

A handwritten signature in black ink, appearing to read 'S. Howse', written over a horizontal line.

Simon Howse

EXHIBIT A

The map displays a large yellow-shaded area labeled "LOT A EPP129163". To its north and west are several smaller residential lots, some labeled with plan numbers such as EPP4800, EPP4802, EPP4803, EPP4804, EPP4805, EPP4806, EPP4807, EPP4808, EPP4809, EPP4810, EPP4811, EPP4812, EPP4813, EPP4814, EPP4815, EPP4816, EPP4817, EPP4818, EPP4819, EPP4820, EPP4821, EPP4822, EPP4823, EPP4824, EPP4825, EPP4826, EPP4827, EPP4828, EPP4829, EPP4830, EPP4831, EPP4832, EPP4833, EPP4834, EPP4835, EPP4836, EPP4837, EPP4838, EPP4839, EPP4840, EPP4841, EPP4842, EPP4843, EPP4844, EPP4845, EPP4846, EPP4847, EPP4848, EPP4849, EPP4850, EPP4851, EPP4852, EPP4853, EPP4854, EPP4855, EPP4856, EPP4857, EPP4858, EPP4859, EPP4860, EPP4861, EPP4862, EPP4863, EPP4864, EPP4865, EPP4866, EPP4867, EPP4868, EPP4869, EPP4870, EPP4871, EPP4872, EPP4873, EPP4874, EPP4875, EPP4876, EPP4877, EPP4878, EPP4879, EPP4880, EPP4881, EPP4882, EPP4883, EPP4884, EPP4885, EPP4886, EPP4887, EPP4888, EPP4889, EPP4890, EPP4891, EPP4892, EPP4893, EPP4894, EPP4895, EPP4896, EPP4897, EPP4898, EPP4899, EPP4900, 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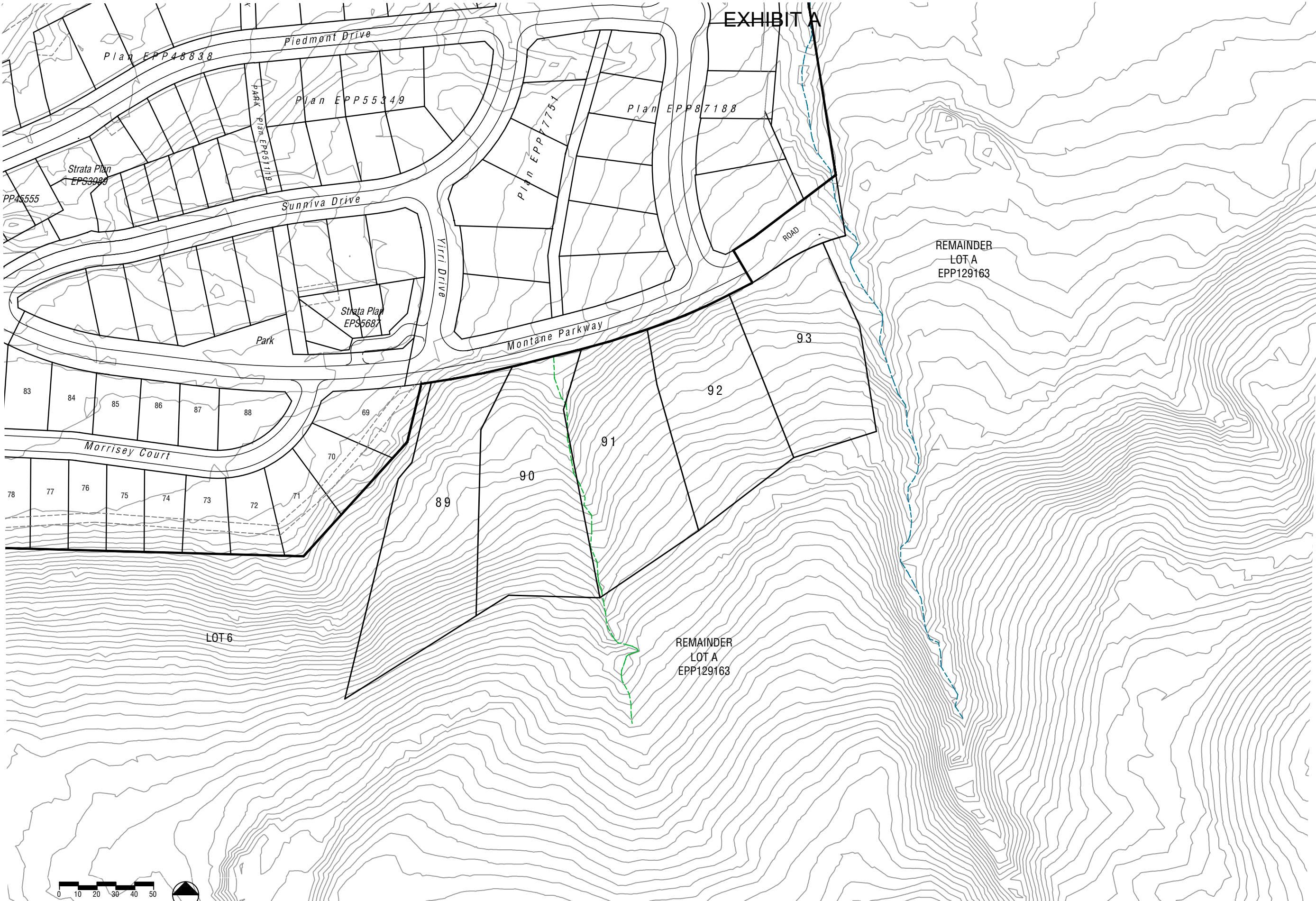
EXHIBIT A

The map illustrates a residential subdivision with several key features:

- Road Network:** Includes Whittell Drive, Montane Parkway, Sunset Drive, Ridge Road, Montrose Drive, and various local streets.
- Water Features:** Brewster Creek flows through the upper portion of the site.
- Proposed Lots:** PROPOSED LOT 1 (DISTRICT LOT 4589, PLAN EP144900) and PROPOSED LOT 2 (DISTRICT LOT 4589, PLAN EP144901) are shown at the top left.
- Existing Lots:** Lots 89, 90, 91, 92, and 93 are clearly delineated.
- Other Landmarks:** A School Site, a Park, and a Rem. Lot A (Plan NEP66626) are indicated.
- Plan Numbers:** Numerous plan numbers are associated with individual lots or sections, such as Plan EP144900, Plan EP144901, Plan EP144902, Plan EP144903, Plan EP144904, Plan EP144905, Plan EP144906, Plan EP144907, Plan EP144908, Plan EP144909, Plan EP144910, Plan EP144911, Plan EP144912, Plan EP144913, Plan EP144914, Plan EP144915, Plan EP144916, Plan EP144917, Plan EP144918, Plan EP144919, Plan EP144920, Plan EP144921, Plan EP144922, Plan EP144923, Plan EP144924, Plan EP144925, Plan EP144926, Plan EP144927, Plan EP144928, Plan EP144929, Plan EP144930, Plan EP144931, Plan EP144932, Plan EP144933, Plan EP144934, Plan EP144935, Plan EP144936, Plan EP144937, Plan EP144938, Plan EP144939, Plan EP144940, Plan EP144941, Plan EP144942, Plan EP144943, Plan EP144944, Plan EP144945, Plan EP144946, Plan EP144947, Plan EP144948, Plan EP144949, Plan EP144950, Plan EP144951, Plan EP144952, Plan EP144953, Plan EP144954, Plan EP144955, Plan EP144956, Plan EP144957, Plan EP144958, Plan EP144959, Plan EP144960, Plan EP144961, Plan EP144962, Plan EP144963, Plan EP144964, Plan EP144965, Plan EP144966, Plan EP144967, Plan EP144968, Plan EP144969, Plan EP144970, Plan EP144971, Plan EP144972, Plan EP144973, Plan EP144974, Plan EP144975, Plan EP144976, Plan EP144977, Plan EP144978, Plan EP144979, Plan EP144980, Plan EP144981, Plan EP144982, Plan EP144983, Plan EP144984, Plan EP144985, Plan EP144986, Plan EP144987, Plan EP144988, Plan EP144989, Plan EP144990, Plan EP144991, Plan EP144992, Plan EP144993, Plan EP144994, Plan EP144995, Plan EP144996, Plan EP144997, Plan EP144998, Plan EP144999, Plan EP145000.

PROPOSED SUBDIVISION	
Legal Description:	Lot 89, District Lot 4589, Kootenay
Registered Owner:	Montane Developments Ltd. PO Box 1900 691 - 1st Avenue Ferne, BC VOB 1M0
Parcel Area:	7025 m ² (1.74 acre)
Legal Description:	Lot 90, District Lot 4589, Kootenay
Registered Owner:	Montane Developments Ltd. PO Box 1900 691 - 1st Avenue Ferne, BC VOB 1M0
Parcel Area:	6450 m ² (1.59 acre)
Legal Description:	Lot 91, District Lot 4589, Kootenay
Registered Owners:	Montane Developments Ltd. PO Box 1900 691 - 1st Avenue Ferne, BC VOB 1M0
Parcel Area:	6260 m ² (1.54 acre)
Legal Description:	Lot 92, District Lot 4589, Kootenay
Registered Owner:	Montane Developments Ltd. PO Box 1900 691 - 1st Avenue Ferne, BC VOB 1M0
Parcel Area:	5595 m ² (1.38 acre)
Legal Description:	Lot 93, District Lot 4589, Kootenay
Registered Owner:	Montane Developments Ltd. PO Box 1900 691 - 1st Avenue Ferne, BC VOB 1M0
Parcel Area:	5410 m ² (1.33 acre)
Legal Description:	REM Lot A, District Lot 4589, Kootenay
Registered Owner:	Montane Developments Ltd. PO Box 1900 691 - 1st Avenue Ferne, BC VOB 1M0
Parcel Area:	1405 m ² (0.35 acre)

Legal Description:	Lot 89, District Lot 4589, Kootenay District Plan EPP_____
Registered Owner:	Montane Developments Ltd. PO Box 1900 691 - 1st Avenue Fernie, BC V0B 1M0
Parcel Area:	7025 m² (1.74 acre)
Legal Description:	Lot 90, District Lot 4589, Kootenay District Plan EPP_____
Registered Owner:	Montane Developments Ltd. PO Box 1900 691 - 1st Avenue Fernie, BC V0B 1M0
Parcel Area:	6450 m² (1.59 acre)
Legal Description:	Lot 91, District Lot 4589, Kootenay District Plan EPP_____
Registered Owners:	Montane Developments Ltd. PO Box 1900 691 - 1st Avenue Fernie, BC V0B 1M0
Parcel Area:	6260 m² (1.54 acre)
Legal Description:	Lot 92, District Lot 4589, Kootenay District Plan EPP_____
Registered Owner:	Montane Developments Ltd. PO Box 1900 691 - 1st Avenue Fernie, BC V0B 1M0
Parcel Area:	5595 m² (1.38 acre)
Legal Description:	Lot 93, District Lot 4589, Kootenay District Plan EPP_____
Registered Owner:	Montane Developments Ltd. PO Box 1900 691 - 1st Avenue Fernie, BC V0B 1M0
Parcel Area:	5410 m² (1.33 acre)
Legal Description:	REM Lot A, District Lot 4589, Kootenay District Plan EPP126163
Registered Owner:	Montane Developments Ltd. PO Box 1900 691 - 1st Avenue Fernie, BC V0B 1M0
Legal Description:	ROAD Dedication
Registered Owner:	City of Fernie
Parcel Area:	1405 m² (0.35 acre)



0 10 20 30 40 50
ALL DIMENSIONS IN METERS
CONTOUR INTERVAL 1.0m

NORTH

EXHIBIT A

HAWORTH
Development Consulting

Box 223, Suite 203, 926 - 7th Avenue,
Invermere, British Columbia V0A 1K0
T: 250.342.1227



PARASTONE
Landmark construction and development

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REVISIONS

REV	DATE	DESCRIPTION

MONTANE

**MONTANE PARKWAY
ESTATE LOTS
SUBDIVISION**

MONTANE DEVELOPMENTS LTD.
FERNIE, BRITISH COLUMBIA

SCALE	AS NOTED
DATE	3 APRIL 2023
ISSUED FOR	SUBDIVISION
PROJECT NUMBER	12195
DESIGN BY	RH
DRAWN BY	RH

DRAWING TITLE
**PROPOSED PLAN
OF SUBDIVISION
- DETAIL**

DRAWING NUMBER



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REVISIONS

REV#	DATE	DESCRIPTION

MONTANE

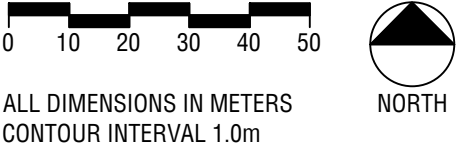
MONTANE PARKWAY
ESTATE LOTS
SUBDIVISION

MONTANE DEVELOPMENTS LTD.
FERLIE, BRITISH COLUMBIA

SCALE	AS NOTED
DATE	3 APRIL 2023
ISSUED FOR	SUBDIVISION
PROJECT NUMBER	12195
DESIGN BY	RH
DRAWN BY	RH

DRAWING TITLE
**PROPOSED PLAN
OF SUBDIVISION
- AIR PHOTO**

DRAWING NUMBER



HAWORTH
Development Consulting

Box 223, Suite 203, 926 - 7th Avenue,
Invermere, British Columbia V0A 1K0

T: 250.342.1227

 **MONTANE**
Fernie


PARASTONE
landmark construction and development

[illegible]

MONTANE DEVELOPMENTS LTD. FERNIE, BRITISH COLUMBIA	
SCALE	AS NOTED
DATE	3 APRIL 2023
ISSUED FOR	SUBDIVISION
PROJECT NUMBER	12195
DESIGN BY	RH
DRAWN BY	RH

DRAWING NUMBER

EXHIBIT B

TITLE SEARCH PRINT

2023-02-14, 12:33:18

File Reference: 136966 Consol

Requestor: Patricia Belcher-Bell

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

Land Title District

Land Title Office

NELSON

NELSON

Title Number

From Title Number

CB463527

BB1544053

CA7899332

Application Received

2023-02-06

Application Entered

2023-02-14

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

MONTANE DEVELOPMENTS LTD., INC.NO. BC0936724

P.O. BOX 1900

402 HIGHWAY 3

FERNIE, BC

V0B 1M0

Taxation Authority

Fernie, The Corporation of the City of

Description of Land

Parcel Identifier:

031-886-400

Legal Description:

LOT A DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN EPP126163

Legal Notations

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

HERETO IS ANNEXED EASEMENT XF34360 OVER PARCEL A (SEE 117879I) OF PARCEL 89 (SEE 85409I) DISTRICT LOT 4589 KOOTENAY DISTRICT AS TO PART FORMER LOT 1 PLAN NEP82972

HERETO IS ANNEXED EASEMENT XG34835 OVER LOT 1, DISTRICT LOTS 4588 AND 4589, KOOTENAY DISTRICT, PLAN NEP20648, PART PLAN NEP20649 AS TO PART FORMER LOT 1 PLAN NEP82972

TITLE SEARCH PRINT

File Reference: 136966 Consol

2023-02-14, 12:33:18

Requestor: Patricia Belcher-Bell

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

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

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:	UNDERSURFACE RIGHTS
Registration Number:	17281D
Registration Date and Time:	1930-02-08 10:00
Registered Owner:	COMINCO LTD.
Remarks:	INTER ALIA ALL PHOSPHATE AND ALL STRATA CONTAINING PHOSPHATE IN OR UNDER LOTS 13875 AND 13876 MINERALS F TO C XB5375 PART FORMERLY LOT 1 PLAN EPP77696 EXCEPT PLANS EPP77751 AND EPP87188

TITLE SEARCH PRINT

2023-02-14, 12:33:18

File Reference: 136966 Consol

Requestor: Patricia Belcher-Bell

Nature: UNDERSURFACE RIGHTS
Registration Number: 17283D
Registration Date and Time: 1930-02-18 10:00
Registered Owner: COMINCO LTD.
Remarks: INTER ALIA
ALL PHOSPHATES AND ALL STRATA CONTAINING PHOSPHATE
IN OR UNDER LOT 13832
PHOSPHATE ONLY FORFEITED TO CROWN XK6505
ALL STRATA CONTAINING PHOSPHATE IN OR UNDER
LOT 13832 KD TRANSFERRD TO KP6317
PART FORMERLY LOT 1 PLAN EPP77696 EXCEPT PLANS
EPP77751 AND EPP87188

Nature: UNDERSURFACE RIGHTS
Registration Number: 17284D
Registration Date and Time: 1930-02-18 10:00
Registered Owner: COMINCO LTD.
Remarks: INTER ALIA
ALL PHOSPHATES AND ALL STRATA CONTAINING PHOSPHATE
IN OR UNDER LOTS 13830 AND 13831
PHOSPHATE ONLY FORFEITED TO CROWN XK6505
LOT 13830 TRANSFERRED TO KP6315
LOT 13831 TRANSFERRD TO KP6316
PART FORMERLY LOT 1 PLAN EPP77696 EXCEPT PLANS
EPP77751 AND EPP87188

Nature: UNDERSURFACE RIGHTS
Registration Number: 17291D
Registration Date and Time: 1930-02-18 10:00
Registered Owner: COMINCO LTD.
Remarks: INTER ALIA
ALL PHOSPHATE AND ALL STRATA CONTAINING
PHOSPHATE IN OR UNDER LOTS 13861 AND 13862
MINERALS F TO C XB5383
PART FORMERLY LOT 1 PLAN EPP77696 EXCEPT PLANS
EPP77751 AND EPP87188

Nature: UNDERSURFACE RIGHTS
Registration Number: 17292D
Registration Date and Time: 1930-02-18 10:00
Registered Owner: COMINCO LTD.
Remarks: INTER ALIA
ALL PHOSPHATE AND ALL STRATA CONTAINING
PHOSPHATE IN OR UNDER LOTS 13863 AND 13864
MINERALS F TO C XB5385
PART FORMERLY LOT 1 PLAN EPP77696 EXCEPT PLANS
EPP77751 AND EPP87188

TITLE SEARCH PRINT

2023-02-14, 12:33:18

File Reference: 136966 Consol

Requestor: Patricia Belcher-Bell

Nature: UNDERSURFACE RIGHTS
Registration Number: L6660
Registration Date and Time: 1977-04-06 12:55
Registered Owner: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
Remarks: INTER ALIA
MINERALS & MINERAL CLAIMS AS THEREIN SET OUT
PART
PART FORMERLY LOT 1 PLAN EPP77696 EXCEPT PLANS
EPP77751 AND EPP87188

Nature: UNDERSURFACE RIGHTS
Registration Number: S142
Registration Date and Time: 1983-01-05 10:35
Registered Owner: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
Remarks: INTER ALIA
MINERALS AND MINERAL CLAIMS AS THEREIN SET OUT
SEE L6660
PART
PART FORMERLY LOT 1 PLAN EPP77696 EXCEPT PLANS
EPP77751 AND EPP87188

Nature: UNDERSURFACE RIGHTS
Registration Number: S143
Registration Date and Time: 1983-01-05 10:35
Registered Owner: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
Remarks: INTER ALIA
MINES AND MINERALS AS THEREIN SET OUT
PART
SEE L6660
PART FORMERLY LOT 1 PLAN EPP77696 EXCEPT PLANS
EPP77751 AND EPP87188

Nature: COVENANT
Registration Number: XK6069
Registration Date and Time: 1996-03-07 08:40
Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA
REGIONAL DISTRICT OF EAST KOOTENAY
Remarks: INTER ALIA
SECTION 215 LTA
PARTS FORMER LOT 1 PLAN NEP71445 AND
PARCEL 89 (SEE 85409I) DL 4589 KOOTENAY DISTRICT

TITLE SEARCH PRINT

2023-02-14, 12:33:18

File Reference: 136966 Consol

Requestor: Patricia Belcher-Bell

Nature: UNDERSURFACE RIGHTS
Registration Number: KP6315
Registration Date and Time: 2000-01-24 09:06
Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA
Remarks: INTER ALIA
ALL STRATA CONTAINING PHOSPHATE UNDER LOT
13830 IN 17284D TRANSFER OF 17284D
PART FORMERLY LOT 1 PLAN EPP77696 EXCEPT PLANS
EPP77751 AND EPP87188 AND PART FORMERLY LOT 1
PLAN NEP92508

Nature: UNDERSURFACE RIGHTS
Registration Number: KP6316
Registration Date and Time: 2000-01-24 09:06
Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA
Remarks: INTER ALIA
ALL STRATA CONTAINING PHOSPHATE IN OR UNDER
LOT 13831 OF 17284D TRANSFER OF 17284D
PART FORMERLY LOT 1 PLAN EPP77696 EXCEPT PLANS
EPP77751 AND EPP87188 AND PART FORMERLY LOT 1
PLAN NEP92508

Nature: UNDERSURFACE RIGHTS
Registration Number: KP6317
Registration Date and Time: 2000-01-24 09:06
Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA
Remarks: INTER ALIA
ALL STRATA CONTAINING PHOSPHATE IN LOT 13832 KD
IN 17283D TRANSFER OF 17283D
PART FORMERLY LOT 1 PLAN EPP77696 EXCEPT PLANS
EPP77751 AND EPP87188 AND PART FORMERLY LOT 1
PLAN NEP92508

Nature: COVENANT
Registration Number: KT71351
Registration Date and Time: 2002-07-02 12:31
Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA
THE CORPORATION OF THE CITY OF FERNIE
Remarks: INTER ALIA
PART ON PLAN NEP71446
PART FORMER LOT 1 PLAN NEP71445

TITLE SEARCH PRINT

2023-02-14, 12:33:18

File Reference: 136966 Consol

Requestor: Patricia Belcher-Bell

Nature: RESTRICTIVE COVENANT
Registration Number: LB8315
Registration Date and Time: 2007-01-22 14:35
Remarks: INTER ALIA
APPURTENANT TO THE REMAINDER OF PARCEL 89
(SEE 85409I) DL 4589 KOOTENAY DISTRICT
PART FORMER LOT 1 PLAN NEP82972
DOMINANT TENEMENT CANCELLED AS TO PCL 89 (SEE
85409I), DL 4589, KOOTENAY DISTRICT EXCEPT PART
(1) PCL A (PLAN 117879I) (2) PCL B (PLAN 96783I)
(3) THAT PART LYING SOUTH OF A LINE DRAWN DUE EAST
FROM IP 47 SHOWN ON PLAN 524 S1 TO THE WEST
BOUNDARY OF PCL 82 (4) PLANS 94073I, 104478I,
3099, 4485, 5058, 6343, 6726, 7024, 9393, 9514,
9587, 12100, 12585, 12587, 15443, 15692, 16378,
18301, NEP19861, NEP20648, NEP21051, NEP22339,
NEP22933, NEP59847, NEP64864, NEP65597, NEP71445,
NEP82674, NEP82972, NEP84640 AND NEP84642 BY
CA2538630 2012-05-11

Nature: RESTRICTIVE COVENANT
Registration Number: LB8316
Registration Date and Time: 2007-01-22 14:35
Remarks: INTER ALIA
APPURTENANT TO THE REMAINDER OF PARCEL 89
(SEE 85409I) DL 4589 KOOTENAY DISTRICT
PART FORMER LOT 1 PLAN NEP82972
MODIFIED BY CA2538632
DOMINANT TENEMENT CANCELLED AS TO LOT 1, PLAN
NEP84642 AND LOT A, PLAN NEP84640 SEE CA7139211
2018/10/19

TITLE SEARCH PRINT

2023-02-14, 12:33:18

File Reference: 136966 Consol

Requestor: Patricia Belcher-Bell

Nature: EASEMENT
Registration Number: LB8317
Registration Date and Time: 2007-01-22 14:35
Remarks: INTER ALIA
APPURTENANT TO THE REMAINDER OF PARCEL 89
(SEE 85409I) DL 4589 KOOTENAY DISTRICT
PART FORMER LOT 1 PLAN NEP82972
DOMINANT TENEMENT CANCELLED AS TO PCL 89 (SEE
85409I), DL 4589, KOOTENAY DISTRICT EXCEPT PART
(1) PCL A (PLAN 117879I) (2) PCL B (PLAN 96783I)
(3) THAT PART LYING SOUTH OF A LINE DRAWN DUE EAST
FROM IP 47 SHOWN ON PLAN 524 S1 TO THE WEST
BOUNDARY OF PCL 82 (4) PLANS 94073I, 104478I,
3099, 4485, 5058, 6343, 6726, 7024, 9393, 9514,
9587, 12100, 12585, 12587, 15443, 15692, 16378,
18301, NEP19861, NEP20648, NEP21051, NEP22339,
NEP22933, NEP59847, NEP64864, NEP65597, NEP71445,
NEP82674, NEP82972, NEP84640 AND NEP84642 BY
CA2538631 2012-05-11

Nature: EASEMENT
Registration Number: LB8318
Registration Date and Time: 2007-01-22 14:35
Remarks: INTER ALIA
APPURTENANT TO THE REMAINDER OF PCL 89
(SEE 85409I) DL 4589 KD
DOMINANT TENEMENT CANCELLED AS TO PCL 89
(SEE 85409I) DL 4589 KD EXCEPT PART (1) PCL A
(PLAN 117879I) (2) PCL B (PLAN 96783I) (3) THAT
PART LYING S OF A LINE DRAWN DUE E FROM IP 47
SHOWN ON PLAN 524 S1 TO THE W BOUNDARY OF
PCL 82 (4) PLANS 94073I, 104478I, 3099, 4485,
5058, 6343, 6726, 7024, 9393, 9514, 9587, 12100,
12585, 12587, 15443, 15692, 16378, 18301,
NEP19861, NEP20648, NEP21051, NEP22339,
NEP22933, NEP59847, NEP64864, NEP65597,
NEP71445, NEP82674, NEP82972, NEP84640 AND
NEP84642 BY CA1534079, 2010-04-23
PART FORMERLY LOT 1 PLAN NEP92508

Nature: RESTRICTIVE COVENANT
Registration Number: LB8319
Registration Date and Time: 2007-01-22 14:35
Remarks: INTER ALIA
APPURTENANT TO THE REMAINDER OF PARCEL 89
(SEE 85409I) DL 4589 KOOTENAY DISTRICT
PART FORMER LOT 1 PLAN NEP82972

TITLE SEARCH PRINT

2023-02-14, 12:33:18

File Reference: 136966 Consol

Requestor: Patricia Belcher-Bell

Nature: STATUTORY RIGHT OF WAY
Registration Number: LB272269
Registration Date and Time: 2009-01-13 13:18
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks: INTER ALIA
PART FORMER LOT 1 PLAN NEP82972

Nature: COVENANT
Registration Number: LB338137
Registration Date and Time: 2009-09-15 10:28
Registered Owner: CITY OF FERNIE
Remarks: INTER ALIA
PART FORMER LOT 1 PLAN NEP22339

Nature: MODIFICATION
Registration Number: CA2538632
Registration Date and Time: 2012-05-11 15:09
Remarks: INTER ALIA
MODIFICATION OF LB8316

Nature: COVENANT
Registration Number: CA3648199
Registration Date and Time: 2014-03-26 17:03
Registered Owner: THE CORPORATION OF THE CITY OF FERNIE
Remarks: INTER ALIA
AS TO PART DESCRIBED THEREIN

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: CA6080602
Registration Date and Time: 2017-06-20 16:54
Registered Owner: THE CORPORATION OF THE CITY OF FERNIE
Remarks: INTER ALIA
PART FORMERLY LOT 1 PLAN NEP92508

TITLE SEARCH PRINT

2023-02-14, 12:33:18

File Reference: 136966 Consol

Requestor: Patricia Belcher-Bell

Nature: MORTGAGE
Registration Number: CA6735072
Registration Date and Time: 2018-04-13 10:51
Registered Owner: CBT COMMERCIAL FINANCE CORP.
INCORPORATION NO. BC0690650
Remarks: INTER ALIA
EXTENDED BY CA7899672

Nature: MORTGAGE
Registration Number: CA7899672
Registration Date and Time: 2019-11-29 10:13
Registered Owner: CBT COMMERCIAL FINANCE CORP.
INCORPORATION NO. BC0690650
Remarks: INTER ALIA
EXTENSION OF CA6735072

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

EXHIBIT C

TERMS OF INSTRUMENT PART 2 NO BUILD RESTRICTIVE COVENANT AND DESIGN GUIDELINES MONTANE FERNIE ESTATES

This Covenant granted as of the ____ day of ____, 2022.

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.

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.

EXHIBIT C

3. The Transferor shall not proceed with the construction of any improvement on the Servient Tenement without the Transferee's prior written approval of the contractor hired by the Transferor to construct improvements on the Servient Tenement which approval shall not be unreasonably withheld. For greater certainty, it shall not be unreasonable for the Transferee to withhold its approval based on the proposed contractor's history of timeliness, quality control, site safety, environmental protection, respect for community standards, adherence to regulations and community rules, reputation, and/or financial condition.

4. In addition to and not in substitution for any of the other provisions of this Covenant, it is agreed that the Transferee will not be unreasonably withholding its approval of the proposed plans of the Transferor or, if such approval has been issued, it shall be revoked at the sole option of the Transferee, in the following circumstances:

- a) The Transferor owes any money to the Transferee pursuant to any agreement it may have with the Transferee, and/or any encumbrance on the Servient Tenement, including but not limited to a Rentcharge, Option to Purchase, or other document;
- b) The Transferor is in breach of any provision of any agreement between it and the Transferee including but not limited to the registration and observance of a Rentcharge or Option to Purchase against the Servient Tenement, as required by the Transferee in its standard form; and/or
- c) The Transferor, in proceeding with the construction of any improvement on the Servient Tenement, causes nuisance to adjacent property, violates the provision of any applicable law or by-law of the City of Fernie, or carries on any construction operations in violation of the provisions of Schedule A;

and in each case any deposits placed by the Transferor with the Transferee shall be immediately forfeited to the Transferee.

5. 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.

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 extended by CA789672 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.



MONTANE

Single-Family Residential Design Vision and Codes



As of May 1, 2018

December 2014 - First Revision
December 2016 – Second Revision

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.

Table of Contents

1.0 THE VISION

1.1 DESIGN THEME

1.2 MONTANE ARCHITECTURAL STYLE

2.0 SITE AND LANDSCAPE DESIGN CODES

2.1 SITE AND LANDSCAPE OBJECTIVES

2.2 LOT DIAGRAMS

2.2.1 Improvement Envelopes

2.2.2 Natural Area

2.2.3 Maximum Site Coverage

2.3 SITING CONSIDERATIONS

2.4 GRADING

2.5 DRAINAGE SYSTEMS AND STRUCTURES

2.6 DRIVEWAY AND PARKING REQUIREMENTS

2.7 RETAINING AND SITE WALLS

2.8 FENCES, GATES AND SITE WALLS

2.9 WILDFIRE MITIGATION

2.10 EXTERIOR HARDSCAPE DESIGN – PATHS, OUTDOOR STAIRS AND TERRACES

2.11 LANDSCAPING AND PLANT MATERIALS

2.11.1 General Planting Codes

2.11.2 Planting Materials Requirements

2.11.3 Planting Codes within the Improvement Envelope

2.11.4 Lawn Areas

2.11.5 Planting Codes within the Natural Area

2.12 IRRIGATION

2.13 VEGETATION PROTECTION, REMOVAL AND THINNING

2.14 EXTERIOR LIGHTING

2.14.1 Location of Light Fixtures

2.14.2 Light Emission

- 2.15 EXTERIOR SERVICE AREAS AND UTILITIES
- 2.16 ADDRESS MARKERS
- 2.17 MISCELLANEOUS LANDSCAPE IMPROVEMENTS

3.0 ARCHITECTURAL DESIGN CODES

3.1 GENERAL NOTES

- 3.1.1 Wall Materials
- 3.1.2 Roof Materials
- 3.1.3 Porches, Stoops and Balconies
- 3.1.4 Windows and Doors
- 3.1.5 Columns
- 3.1.7 Balustrades
- 3.1.8 Soffits and Trim
- 3.1.9 Outbuildings and Garages

3.2 APPROVED COLOURS

4.0 CONSTRUCTION GUIDELINES

- 4.1 Pre-Construction Conference
- 4.2 Site Observation
- 4.3 Final Observation
- 4.4 Compliance Deposit
- 4.5 Construction Parking Areas
- 4.6 Delivery and Storage of Materials and Equipment
- 4.7 Hours of Construction
- 4.8 Fire and Safety Procedures
- 4.9 Construction Trailers and/or Temporary Structures
- 4.10 Sanitary Facilities
- 4.11 Debris and Waste Removal
- 4.12 Excavation, Grading and Erosion Control
- 4.13 Construction Signs

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 sideslopes.



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. Driveways are to be a minimum of 12 feet (3.5 Meters) and a maximum of 14 feet (5 meters) wide, except where they provide a turnaround at garages. Every effort shall be made to minimize the paved areas of driveways and turnarounds while providing the parking requirements described herein. Pervious paving solutions that may reduce the hydrologic impacts to the site are encouraged.
2. 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.



Neighbourhood Street and driveway blend with existing typography to preserve natural features

3. Driveways can be formulated by various materials - asphalt, concrete, concrete pavers, natural pavers or pervious blocks but must be approved by the DRC.
4. 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.

5. Guest parking spaces are to be screened from off-site views.
6. Driveways and parking designs are to consider snow removal and snow storage needs.
- 7 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.

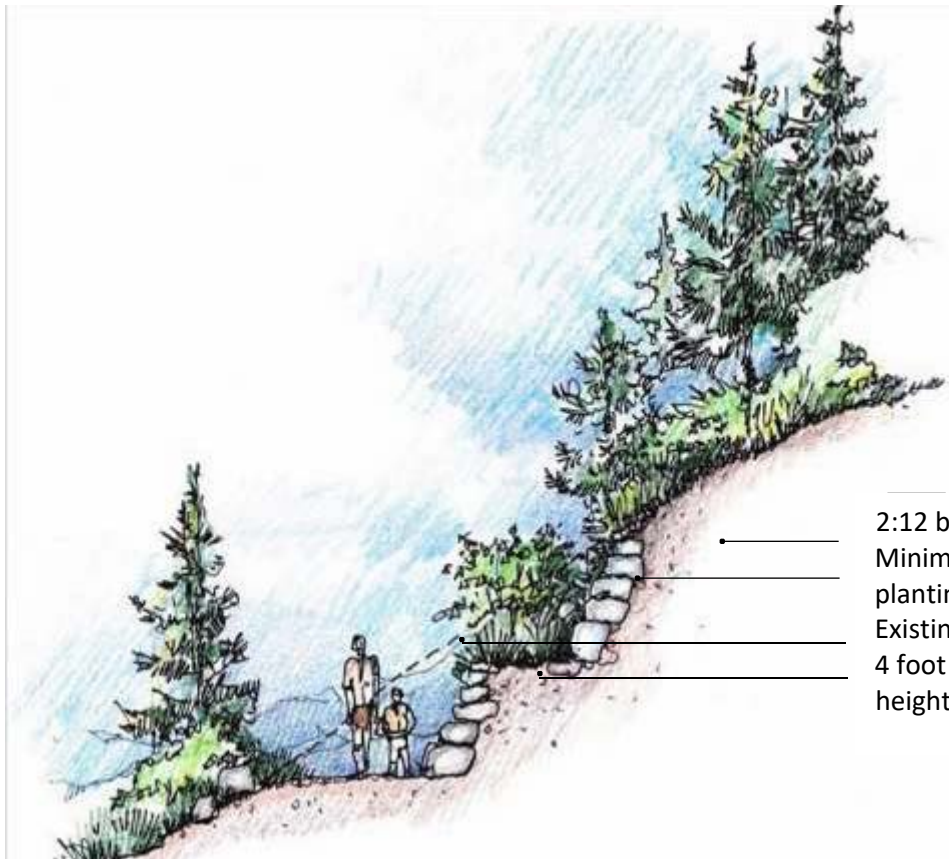
2.7 RETAINING AND SITE WALLS

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.





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 diverse forest 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 casespitousus

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.

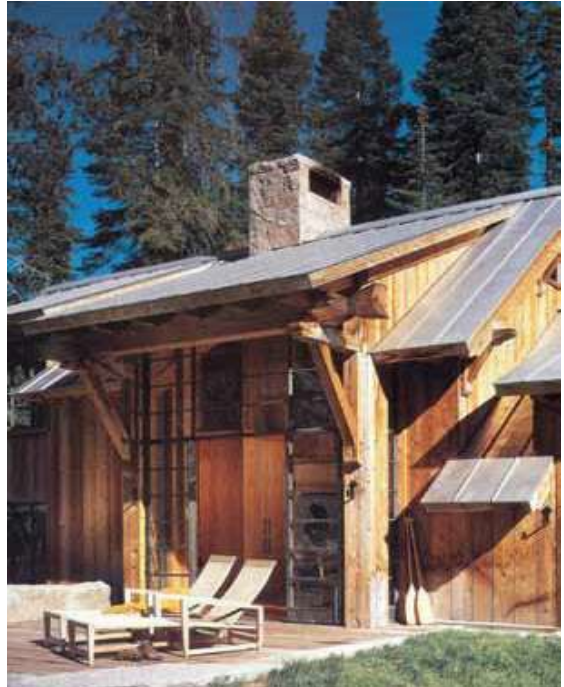
Chimneys, flues and roof vents are to be designed with stout upslope diverters to prevent snow shed damage.

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, including 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.

If after final plans have been submitted and final approval is received by the Design Review Committee, any changes that are resubmitted will be subject to a fee of \$250.00 CAD.

4.4 COMPLIANCE DEPOSIT

Prior to commencing any construction activity, a Compliance Deposit in the amount of \$15,000 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.

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</i> x <i>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</i> subsp.	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</i> subsp.	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	
Trees	Botanical Name	Common Name	Native	Natural Areas	High Soil Moisture Areas
	<i>Salix discolor</i>	Pussy Willow		x	x
	<i>Salix lasiandra</i>	Pacific Willow	x	x	x
	<i>Salix</i> spp.	Willow Sp.	x		
	<i>Thuja plicata</i>	Western Red Cedar	x	x	
	<i>Tsuga heterophylla</i>	Western Hemlock	x		

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 angustifolius</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-osier Dogwood	X		
			X		
	<i>Corylus cornuta</i>	Beaked hazelnut			
	<i>Crataegus douglasii</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 marmoratus</i>	Mallow-Leaf Ninebark		x	x
	<i>Physocarpus sp.</i>	Ninebark		X	x
Shrub, Vine, Ground Covers	Botanical Name	Common Name	Native	Natural Areas	High Soil Moisture Areas
	<i>Potentilla fruticosa</i>	Shrubby Cinquefoil		x	
	<i>Prunus virginiana</i>	Choke Cherry		X	x
	<i>Purshia tridentata</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 Currant		x	
	<i>Ribes uva-crispa</i>	Gooseberry	x		
	<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		
Shrub, Vine, Ground Covers	Botanical Name	Common Name	Native	Natural Areas	High Soil Moisture Areas
	<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			
<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		
Botanical Name	Common Name	Native	Natural Areas	High Soil Moisture Areas
<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	
<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		
Forbs, Herbs & Perennials	Botanical Name	Common Name	Native	Natural Areas	High Soil Moisture Areas
	<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.</i> , <i>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>	RoseTwisted Stalk	x		
	<i>Smilacina racemosa</i>	Flase Solomon's Seal	x		
	<i>Symphoricarpos mollis</i>	Trailing Snowberry		x	
	<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 wormsckjoldii</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
	<i>Arctostaphylos uva-ursi</i>	Kinnikinnick		x	x
	<i>Artemesia schmidtiana</i>	Silver Mound Wormwood			
	<i>Euonymus fortunei radicans</i>	Wintercreeper euonymus			
	<i>Juniperus communis</i>	Rocky Mountian 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>Hydranea anomala sp</i>	Climbing Hydrangea			x
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
	<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

Wildflowers	Botanical Name	Common Name	Native	Natural Areas	High Soil Moisture Areas
	<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
	<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
	<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		

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

- 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







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

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 D

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: _____

Lot ____ District Lot 4589 Kootenay District Plan EPP _____;

“**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 EIGHTY PERCENT (80%) of the amount shown as “Consideration” in item 3 of the Transfer (as defined below), plus the cost of any improvements thereon, at cost;

“**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.

2.02 It is agreed that the option to purchase granted hereby will only be exercisable by the Transferee if:

- (a) the Transferor does not enter into an unconditional construction contract with a builder approved by the Transferee, acting reasonably, on or before the day which is 30 months following the registration of this Option on title to the Land;
- (b) construction of a residential dwelling in accordance with the Architectural Design Guidelines applicable to the Property is not commenced by that date which is

EXHIBIT D

36 months following the registration of this Option on title to the Land and substantially completed by that date which is 60 months following registration of this Option on title to the Land.

- 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 30 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;
 - (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.

EXHIBIT D

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
691 - 1st Avenue
Fernie, 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.
- 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.

EXHIBIT D

- 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:

END OF DOCUMENT

EXHIBIT E

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 "Montane Fernie Estates" (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

- a. pathway and trail maintenance,
- b. snow removal from sidewalks,
- c. adventure park and playground maintenance, and
- d. 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

1.02 Definitions – in this Indenture, unless the context otherwise requires:

"Annual Amount" means, initially, the amount of \$984.00 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 1 through 5 District Lot 4589 Kootenay District Plan EPP_____

"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 RENTCHARGE

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. If Payment is not received within 30 days, the Transferee will refer unpaid accounts to a collection agency and/or further legal action, and include interest on outstanding amounts at RBC Prime plus 5% as well as any collection fee associated with any and all expenses related to the collection of the outstanding amounts.

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 and, all 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;
- (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.

3.03 A 10% penalty shall be due and payable by the Transferor on all amounts of Rentcharge not paid when due.

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 F

TERMS OF INSTRUMENT PART 2 PRE-CONSTRUCTION GEOTECHNICAL COVENANT MONTANE FERNIE ESTATES

This Covenant granted as of the ___ day of _____, 2022.

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 Lands have been created as a result of a recent residential subdivision of which the Covenantor was the proponent;
- D. The City has required that this Covenant be registered against the Lands as a condition of subdivision;
- E. 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,

EXHIBIT F

THE COVENANTOR COVENANTS AND AGREES WITH THE CITY THAT:

- 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 requirements and prior to the issuance of an occupancy permit, a BCBC Schedule C-B letter of assurance.
- 2) 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 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.
- 3) 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.
- 4) 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.
- 5) (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 F

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

- 6) The indemnity in Subsection a) 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.
- 7) 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.
- 8) 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.
- 9) 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.
- 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

EXHIBIT F

respective successors and assigns, NOTWITHSTANDING any rule of law or equity to the contrary.

- 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 extended by CA7899672 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

MONTANE FERNIE

Lot # _____

MONTANE FERNIE ESTATES OFFER TO PURCHASE AND AGREEMENT OF SALE

The Vendor: **Montane Developments Ltd.** (the “Vendor”)

Full Name: _____	Full Name: _____
Address: _____	Address: _____
_____	_____
_____	_____
E-mail: _____	E-mail: _____
Telephone: Home: _____ Work: _____	Telephone: Home: _____ Work: _____
Fax: Home: _____ Work: _____	Fax: Home: _____ Work: _____
Occupation: _____	Occupation: _____

(collectively the “Purchaser”)

1. The Purchaser [*Circle one*] is / or / is not a resident of Canada for the purposes of the *Income Tax Act*.
2. The Purchaser [*Circle one*] is / or / is not registered for the purposes of the *Goods and Services Tax Act*.
3. Purchaser’s Solicitor: (if known) _____
4. The Purchaser hereby offers to purchase from the Vendor proposed Lot _____, DL 4589 Kootenay District Plan EPP _____ in the Development known as Montane Fernie Estates, in Fernie, British Columbia (the “Lot”), to be subdivided from PID: 031-886-400, Lot A District Lot 4589 Kootenay District Plan EPP126163.
5. Schedule “A” attached hereto forms an integral part hereof. The Purchaser acknowledges that he/she has read all paragraphs and schedules of this agreement.
6. The Purchaser’s obligation to purchase is subject to the following conditions precedent, each benefiting the purchaser:
 - a) _____; and
 - b) _____;
7. The Purchase Price for the Lot is \$ _____ (the “Purchase Price”) payable in lawful money of Canada. The Purchase Price does not include applicable taxes (GST, PST, Property Transfer Tax,) or adjustments.
8. A deposit equal to \$ _____, (the “Deposit”) accompanies this offer, which sum the Vendor will acknowledge by accepting this offer. If the offer is not accepted, the Deposit will be returned. The Deposit shall be held in the manner set out in Schedule “A”.
9. The completion date for the purchase of the Lot is estimated by the Developer to occur on _____, 20 ____ (see Schedule “A” Paragraphs 3 and 4).

Purchaser’s Initials: _____

EXHIBIT G

MONTANE FERNIE

- 2 -

Lot # _____

10. This offer is open for acceptance by the Vendor on or before 5:00 p.m. Mountain time on _____, 20____ and upon acceptance by the Vendor by signing a copy of this Offer, there shall be a binding agreement of purchase and sale of the Lot for the Purchase Price, on the terms and conditions herein contained.

DATED at _____ this ____ day of _____, 20____.

WITNESS:

_____)	_____
Signature)	Purchaser
_____)	
Name of Witness)	_____
_____)	Purchaser
(AS TO ALL SIGNATURES))	

This Offer to Purchase is accepted by the Vendor this ____ day of _____, 20____.
(the “**Acceptance Date**”).

Montane Developments Ltd.,

Per:

Signed at: _____, British Columbia

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 March __, 2023 together with any amendments thereto made prior to the date of this Agreement (collectively, the “**Disclosure Statement**”).

Purchaser's Signature

Purchaser's Signature

EXHIBIT G

SCHEDULE "A" ADDITIONAL TERMS AND CONDITIONS

1. Upon acceptance by the Vendor, the Deposit shall be held in accordance with the terms and conditions set out below.

2. The Deposit shall be held in trust by Rockies Law Corporation (the "**Vendor's Solicitor**") on behalf of the Vendor. All Deposit cheques will be made payable to Vendor's Solicitor, "In Trust". Any interest earned on the deposit shall always accrue to and be payable to the Vendor. In the event that the Vendor fails to complete this transaction on the Completion Date then the Deposit shall be refunded forthwith to the Purchaser. In the event that the Purchaser's conditions precedent set out in paragraph 6 above are not fulfilled or waived in writing within the time required, the Deposit will be returned to the Purchaser. In the event that the Purchaser fails to complete this transaction on the Completion Date, or if the Purchaser or the Purchaser's solicitors fail to deliver the documents required to be delivered pursuant to this Agreement to the Vendor's solicitors before the Completion Date, the Deposit and any interest earned shall be paid to the Vendor without prejudice to the Vendor's other rights hereunder or otherwise at law. In the alternative, the Deposit may be held in trust by the Vendor's real estate agent, and in such event the provisions of this paragraph shall apply *mutatis mutandis*.

3. The Purchaser shall purchase the Lot and the Balance of the Purchase Price for the Lot shall be paid by **certified cheque or bank draft** on the Completion Date (as hereinafter defined). The Vendor will give the Purchaser not less than fourteen (14) days written notice (the "**Notice**") addressed to the Purchaser's address as set out above, specifying the date that shall be the Completion Date (the "**Completion Date**"). Any extension of the Completion Date may only be made by the mutual agreement of the Vendor and the Purchaser. PROVIDED ALWAYS that the Completion Date shall be 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. Any notice of extension of the Completion Date by the Developer shall be final and binding on the Purchaser.

4. **Completion of Lot:** The Purchaser shall be bound to complete the purchase and sale of the Lot if on the Completion Date the lot is legally occupiable. For the purposes of this Agreement, the Lot will be deemed conclusively to be legally occupiable on the Completion Date if the local municipal approving officer has signed the subdivision plan creating the Lot. A portion of the services required to be completed in connection with the Development, such as paving of roads and sidewalks, and installation of "shallow services" such as gas and electricity (taken together, the "Incomplete Works") may not be completed at the Completion Date. In such circumstances the Developer may elect to post a bond (the "Bond") with the City of Fernie (the "City") in the amount of 125% of the estimated cost of completion of the Incomplete Works in order to obtain the signature of the Municipal Approving Officer to the plan of subdivision of the Development. In such case purchasers will, in accordance with the terms of the purchase agreement, be required to complete the purchase and sale and the non-completion, as at the Completion Date, of the Incomplete Works shall not be construed as a breach of this Agreement for any reason and no holdbacks shall be permitted in respect of the Incomplete Works. **The Purchaser agrees not to commence construction of any improvements to or on the Lot until the Incomplete Works are completed, without the written consent of the Vendor.**

5. **Lien Holdback:** The sum of 10% of the Purchase Price (excluding taxes) shall be held back from the Balance of the Purchase Price (the "Lien Holdback") by the Developer's solicitors on the Closing Date. The Lien Holdback will be held by the Developer's solicitors in trust pursuant to the *Builders Lien*

Purchaser's Initials: _____

EXHIBIT G

- 2 -

Act of British Columbia, with interest for the benefit of the Developer, solely in respect of builders' lien claims registered in the Land Title Office in connection with work done at the behest of the Developer (each a "Lien Claim"). The Developer's solicitors are authorized to pay to the Developer on the 56th day after permission to occupy the Property has been issued the Lien Holdback plus interest earned less the amount representing Lien Claims filed against the Property of which the Purchaser or the Purchaser's solicitor notify the Developer's solicitors in writing by 1:00 PM on such day. The Purchaser hereby authorizes the Developer and the Developer's solicitors to do all things they in their discretion deem necessary or desirable to discharge any Lien Claims, including bringing court proceedings in the name of the Purchaser, provided that any such proceedings shall be at the Developer's sole expense. Notwithstanding the foregoing, if the Vendor delivers to the Purchaser a Statutory Declaration stating 1) that all accounts in respect of labour and materials in respect of the Lot have been paid, and that 2) no work has been done on the Lot such as would give rise to a valid claim of lien under the *Builder's Lien Act of British Columbia*, then and in that case there shall be no Lien Holdback.

6. **Completion:** On the Completion Date, the Vendor will:

- a) transfer title to the Lot 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:
 - i) the legal notations set out in the Disclosure Statement;
 - ii) the encumbrances (including any to be registered) set out in the Disclosure Statement;
 - 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;

(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 will be using the purchase monies received from the Purchaser to obtain a partial discharge of the Charges from the Lot. The Purchaser's solicitor or notary public will pay the balance of the adjusted Purchase Price on the Completion Date to Vendor's Solicitor in trust on their undertaking to pay sufficient funds to the holders of the Charges to legally oblige such Charge holders to discharge their Charge from title to the Lot. 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 Transfer and new mortgage documents have been lodged for registration at the Kamloops/Nelson Land Title Office but only if before such lodging against title to the Lot, the Purchaser has:

- A) deposited in trust with its solicitor the cash balance of the Purchase Price not being financed by the mortgage;

EXHIBIT G

- 3 -

- 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 public's undertaking to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds.

7. **Costs/Taxes:** The Purchaser shall assume and pay where applicable all real property taxes, Provincial Sales Tax ("PST"), Federal Goods and Services Tax ("GST"), on the value of the Lot, Property Transfer Tax, property tax, rates, local improvement assessments and other charges levied against Lot, and all adjustments both incoming and outgoing of whatsoever nature will be made as of the Completion Date. The Purchaser will pay to the Vendor on the Completion Date the amount of the GST if applicable on the value of the Lot and the Vendor will be responsible for remitting the appropriate amount of tax.

8. The Lot is the subdivision lot as described in this Agreement and does not include any dwelling unit or other building.

9. The actual area of the Lot may vary up or down from that set out in the subdivision plan by up to 5% without compensation to the Purchaser.

10. The Purchaser acknowledges having ample opportunity to inspect the Lot prior to completion and on completion agrees to accept the Lot in "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, condition, view corridors, geotechnical matters, absence of any latent or apparent defect, or other attributes of the Lot or the Development. Purchaser assumes all risk in respect of the above.

11. The Purchaser acknowledges that the Development includes service facilities and equipment required by municipal authorities and any other authority having jurisdiction over the Development, such as transformers, fire hydrants 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 Lot with any such service facilities as are deemed necessary by the Vendor, without compensation to the Purchaser.

12. The civic address, the Lot number relating to the Lot, and the address assigned to the Development as of the date hereof are subject to change at the discretion of the Vendor without compensation to the Purchaser.

13. **Transaction Documents:** It shall be the Purchaser's responsibility to prepare the documents necessary to complete this transaction and the Purchaser shall deliver to the Vendor 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. The Vendor shall bear all costs of providing clear title to the Lot in accordance with section 6.

14. Neither this Agreement nor any interest in the Lot created hereunder shall be registered in the applicable Land Title Office except for transfer of the Lot on the Completion Date. This Agreement creates contractual rights only between the Vendor and the Purchaser and not an interest in land.

EXHIBIT G

- 4 -

15. **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, 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 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.

16. **Risk:** The Lot shall be at the risk of the Vendor until the Transfer of the Lot has been accepted for registration in the Land Title Office and thereafter at the risk of the Purchaser.

17. **Assignment:** The Purchaser shall not assign its rights under this Agreement without the prior consent of the Vendor, which consent may be withheld at the sole and unfettered discretion of the Vendor.

18. **Sale:** The Purchaser shall not advertise or offer the Lot for sale prior to the Completion Date.

19. **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 Development;
- c) to provide ongoing products and services to the purchasers;
- d) to market, sell, provide and inform the Purchaser of the Vendor's products and services including information about future projects;
- e) additional purposes identified when or before the information is collected.

20. **Miscellaneous Provisions:** 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. Where there is more than one Purchaser, the obligations of the Purchaser will be construed as joint and several obligations.

21. 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.

22. **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, 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 or in the Disclosure Statement. The agreements, representations and warranties contained herein will survive completion and the conveyance of the Lot to the Purchaser. This Agreement may not be altered or amended except by an amendment in writing signed by both parties.

EXHIBIT G

- 5 -

23. **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.

24. **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 facsimile, 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 then on the day of transmission, and if mailed, then on the third business day after the day of mailing.

25. 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 or bank draft, and shall be delivered at the Purchaser's expense to Vendor's Solicitor.

26. The Purchaser agrees to, concurrently with the completion of the Purchase and Sale of the Property, grant the Vendor a Rentcharge substantially as set out in the Disclosure Statement.

27. The Purchaser agrees to, concurrently with the completion of the Purchase and Sale of the Property, grant the Vendor an Option to Purchase providing that the Vendor shall have the option to re-purchase the Property for eighty per cent (80%) of the agreed sale price hereunder, plus the cost of any improvements thereon, at cost, in the event that:

- 1) the Purchaser does not enter into an unconditional construction contract with a builder approved by the Vendor, acting reasonably, on or before the date which is 30 months following the Completion Date; or
- 2) construction of a residential dwelling in accordance with the Architectural Design Guidelines applicable to the Property is not commenced by the third anniversary of the Completion Date and substantially completed by the fifth anniversary of the Completion Date.

The Option to Purchase shall be prepared by the solicitors for the Vendor and provided to the solicitor for the Purchaser and registered by the solicitor for the Purchaser at the Purchaser's registration expense immediately following the registration of the Form A Transfer and in priority to any purchase financing.