

MORRISSEY COURT 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: MORRISSEY COURT

(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: October 21, 2019

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

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RIGHTS OF RESCISSION

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

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

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

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

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

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LIST OF EXHIBITS

EXHIBIT NO. DESCRIPTION

- A Plan of Subdivision
- B Title Searches
- C Proposed Encumbrance - Architectural Design Guidelines and Restrictive Covenant Terms (All Lots)
- D Proposed Encumbrance - Option to Purchase (All Lots)
- E Proposed Encumbrance – Rentcharge (All Lots)
- F Proposed Encumbrance - Pre-Construction Geotechnical (All Lots)
- G Proposed Encumbrance - Non Disturbance Geotechnical (Lots 69-80)
- H Proposed Encumbrance – Subsurface Drain (Lots 72-80)
- I Proposed Encumbrance – No Access (Lots 69 and 82-88)
- J Contract of Purchase and Sale

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1 The Developer

1.1 Incorporation

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

1.2 Incorporation purpose

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

1.3 Registered and Records Office

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

1.4 Name of Directors

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

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

(1) Nature and Extent of Developer's Experience

Simon Howse, President of the Developer. Mr. Howse, originally from Sydney, Australia, has an established entrepreneurial record in Canada with extensive experience in the development industry. As the owner and operator of many successful businesses in the Elk Valley, including hotels, apartments, restaurants and construction service. Simon Howse has been a general contractor of residential homes and commercial projects for more than 8 years. In that time Simon has built numerous residential homes and multi-family units including the restoration of the 1908 Fernie Schoolhouse. Simon developed and oversaw all areas including the Project Management, Sales and Marketing Team, along with a fully equipped trade team and began the construction of the large-scale development in the spring of 2006. Simon brings a wealth of knowledge and hands on experience to the Parastone Team of Companies. Simon oversees all aspects of the Montane community which is recognized as an ideal location for modern mountain living, close to Fernie's historic downtown.

(2) Statement Re: No Regulatory or other Sanction

"Neither the Developer nor any principal holder, director, or officer of the Developer or principal holder, within the ten years before the date of the Developer's declaration attached to this Disclosure Statement, has been

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subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing with mortgages of land, or to theft or fraud whatsoever."

(3) Statement Re: No Bankruptcy or Insolvency

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

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

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

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

1.6 Conflict Statement

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

2 General Description

2.1 General Description of the Development

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The Development consists of 19 fee-simple municipal 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 702 m² to 1760 m², 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.

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.

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

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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 Guidelines 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. 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.

e) Telephone

Telephone service will be provided by Telus or 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.

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4 Title and Legal Matters

4.1 Legal Description

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

PID: 007-576-391

Lot A District Lot 4589 Kootenay District Plan 9587 Except Plans NEP22339, NEP62291, NEP62407, NEP62408, NEP64706, NEP64864, NEP65351, NEP66828, NEP66830 AND EPP44900, EPP51119, EPP45555, EPP48838, EPP55349, EPP72587, EPP77751, EPP87188 and EPP90403 ("Lot A")

and

PID: 030-398-738

Lot 1 District Lot 4589 Kootenay District Plan EPP77696 Except Part in Plan EPP77751 and EPP87188 ("Lot 1")

The legal description of the Lots will, after subdivision, be Lots 69 - 88, District Lot 4589 Kootenay District Plan EPP96933.

The Purchasers are asked to note that according to Land Title & Survey Authority procedure, the Lots have received numbering sequential to that of adjacent Developments known as Montane Fernie 1, 2, 3 and 4, however no relationship between Lots 1 through 20, District Lot 4589 Kootenay District Plan EPP45555 (Montane Fernie 1), Lots 21 through 28, District Lot 4589 Kootenay District Plan EPP48838 (Montane Fernie 2), Lots 29 through 45, District Lot 4589 Kootenay District Plan EPP55349 (Montane Fernie 3), and Lots 46 through 68, Lot 1 District Lot 4589 Kootenay District Plan NEP92508 Except Plans EPP55349 and EPP72587 (Montane Fernie 4) and the Development is established as a result of this sequential numbering.

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

4.3 Existing Encumbrances and Legal Notations

Lot A is currently subject to the following legal notations / charges:

Legal Notations

a) Restrictive Covenant CA4671604 over Lots 1 to 20 Plan EPP45555; b) Restrictive Covenant CA4714169 over Lots 21 to 28 Plan EPP48838;

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c) Restrictive Covenant CA5273282 over Lots 29 to 45 Plan EPP55349; d) Restrictive Covenant CA6082307 over Part Lot 43 Plan EPP55349

shown on Plan EPP67669; e) Restrictive Covenant CA7175231 over Lots 49 to 67 Plan EPP87188; f) A Permit under Part 14 of the *Local Government Act*, see CA7423959; g)

Easement CA7634636 Strata Lots 1 to 4 Plan EPS5687; i) Easement KM98707 over Lot 1, DL 4589, Kootenay District Plan

NEP62291; j) Easement KN89162 Over Lot A Plan NEP65351; k) A Permit under Part 26 of the *Local Government Act*, see KT50437; l) A Permit under Part 26 of the *Local Government Act*, see LB501978.

Other than the foregoing, Lot A is not currently subject to any legal notations.

The Restrictive Covenants described in a) through e) above and the Easements described in g) through j) above are not intended to be appurtenant to the Lots and will not be registered as legal notations on any of the Lots on subdivision.

Statutory Right of Way

m) CA5273262 - a Statutory Right of Way in favour of The Corporation of the City of Fernie;

This Statutory Right of Way will not encumber the Lots upon subdivision.

Covenants

n) CA3648196 - a covenant in favour of The Corporation of the City of Fernie which restricts usage of the Lands to golf course, golf clubhouse, public trails, public parks, and community gardens and agriculture. The Developer has agreed with the City of Fernie to have CA3648196 removed during the subdivision process when the Lots are created; o)

CA4636432 - a Covenant in favour of The Corporation of the City of

Fernie; p) CA7634623 - a Covenant in favour of The Corporation of the City of

Fernie with priority CA7634624 over Mortgage CA6735072;

These Covenants will not encumber the Lots upon subdivision.

Restrictive Covenant

q) CA6139518 – a Restrictive Covenant in favour of Mathieu Millette- LaPointe and Sanne Charlotte de Groot. This Restrictive Covenant pertains to land other than the Lots and will not encumber any of the Lots once subdivided.

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Easement

r) CA7634621 – an Easement appurtenant to Lot 68 Plan EPP90403 with priority CA7634622 over Mortgage CA6735072. This Easement will cease to exist on subdivision of the Lots.

Mortgage s) CA6735072 – a Mortgage in favour of CBT Commercial Finance

Corp.

Lot 1 is currently subject to the following legal notations / charges:

Legal Notations

a) Restrictive Covenant CA6910470 over lots 46 to 48 Plan EPP77751; b) Restrictive Covenant CA7175231 over Lots 49 to 67 Plan EPP87188; c) 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; d)

Easement XG34835 over Lot 1, District Lots 4588 and 4589

Kootenay District Plan NEP20648 Part Plan NEP20649 as to Part former Lot 1 Plan

NEP92872; e) Clauses (E) & (F) Sec. 23(1) LTA See L18469 dated 25/08/1977; f) Re:

Paragraphs (E), (F) and (K) of Section 23(1) of the *Land Title Act*.

See V27504; g) A Permit under Part 26 of the *Local Government Act*, see LB353720; h) A

Permit under Part 26 of the *Local Government Act*, see LB402825; i) As to Part Form Lot 1

Plan NEP82972

1) Permit under Part 26 of the *Local Government Act*, see LB501978 2) Permit under Part 26 of the *Local Government Act*, see LB501979 3) Permit under Part 26 of the *Local Government Act*, see LB501979.

Other than the foregoing, Lot 1 is not currently subject to any legal notations.

Of the above Legal Notations, the benefit of the easements described in a) through d) above will not be transferred to the Lots once subdivided.

Undersurface Rights

j) 17281D in favour of Cominco Ltd.; k) 17283D in favour of Cominco Ltd.; l) 17284D in favour of Cominco Ltd.; m) 17291D in favour of Cominco Ltd.; n) 17292D in favour of Cominco Ltd.;

o) L6660 in favour of Her Majesty the Queen in Right of the Province of

British Columbia;

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p) S142 in favour of Her Majesty the Queen in Right of the Province of British Columbia; q) S143 in favour of Her Majesty the Queen in Right of the Province of British Columbia; r) KP6315 in favour of the Crown in Right of British Columbia; s) KP6316 in favour of the Crown in Right of British Columbia; t) KP6317 in favour of the Crown in Right of British Columbia;

Statutory Right of Way

u) LB272269 in favour of British Columbia Hydro and Power Authority;

Covenants v) XK6069 in favour of The Crown in Right of British Columbia and

Regional District of East Kootenay; w) KT71351 in favour of The Crown in Right of British Columbia and

The Corporation of the City of Fernie; x) LB338137 in favour of The Corporation of the City of Fernie; y) CA3648199 in favour of The Corporation of the City of Fernie; z) CA3736448 in favour of The Corporation of the City of Fernie; aa) CA6080602 in favour of The Corporation of the City of Fernie;

It is anticipated that none of the above Covenants will encumber the Lots once subdivided.

Restrictive Covenants

bb) LB8316 modified by CA253862 Appurtenant to the Remainder of Parcel 89 (See 85409I) DL 4589 Kootenay District Part Former Lot 1 Plan NEP82972; cc) LB8319 Appurtenant to the Remainder of Parcel 89 (See 85409I)

DL 4589 Kootenay District Part Former Lot 1 Plan NEP82972;

It is anticipated that none of the above Restrictive Covenants will encumber the Lots once subdivided.

Mortgage dd) Mortgage CA6735072 in favour of CBT Commercial 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 charge in Lot A referred to in item s) and Lot 1 referred to in item dd) above to grant a release of the charge in respect of any Lot concurrent with the completion of the purchase and sale of such Lot.

The Title Searches for Lot A and Lot 1 are included at Exhibit "B".

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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

The Developer proposes to register against title of the Lots as set out below the following charges which shall remain on title following completion of the purchase and sale of the Lots:

(i) Architectural Design Guidelines on title to all of the Lots by way of Restrictive Covenant, the terms of which are attached hereto in **Exhibit "C"** and which will impose certain restrictions on the use of the Lots;

(ii) Statutory Rights of Way and/or Easements as may reasonably be required by public authorities, Crown agencies and/or public utilities in order to service and/or provide emergency access to the Lots as required;

(iii) An Option to Purchase on title to all of the Lots as shown in **Exhibit "D"**;

(iv) A Rentcharge on title to all Lots for the purpose of paying for the cost of snow removal and trail maintenance, to be administered by the Developer on the basis of cost recovery and a reasonable management fee, in substantially the form attached in **Exhibit "E"**;

(v) A Pre Construction Geotechnical Covenant on title to all Lots in the form attached as **Exhibit "F"**, requiring site specific geotechnical confirmations to be provided during foundation excavation;

(vi) A Non-Disturbance Geotechnical Covenant on title to Lots 69 to 80 in the form attached as **Exhibit "G"**, requiring further site-specific investigative work to be conducted prior any construction in the area marked as "Proposed Geotechnical Covenant" on Lots 69 through 80 in Exhibit A;

- (vii) A Covenant on title to Lots 72 to 80 in favor of the City of Fernie in respect of an existing subsurface drain located along the south (upslope) side of Lots 72 to 80, in the form attached as **Exhibit “H”**;
- (viii) A Covenant on title to Lots 69 and 82 through 88 prohibiting vehicular access from such Lots to Montane Parkway, in the form attached as **Exhibit “I”**; and
- (ix) Any other charge required.

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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.

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

5 Construction and Warranties

5.1 Construction Dates

As of the date of this Disclosure Statement construction of the Development has commenced and is expected to be completed between October 1, 2020 and December 31, 2020.

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.**

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 received Subdivision Layout Approval for the Development from the City of Fernie on October 7, 2019, being the equivalent of a Building Permit for subdivisions of bare land.

6.2 Construction Financing

The Developer has obtained mortgage financing for the construction of the Development. As a condition of the completion of the purchase and sale of the Lots

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with each purchaser the Developer will arrange with such bank or other financial institution to grant a release of any such mortgage in respect of any 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 “J”**.

(a) Termination Provisions

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

1. It is not accepted by the Developer pursuant to section 1.13 thereof; 2. The Purchaser's conditions precedent described in Section 1.7 are not waived or declared fulfilled in writing; 3. It is rescinded in accordance with the Purchaser's statutory rescission rights; or 4. Upon the default of the Purchaser in completing the purchase and sale thereunder in a timely manner.

(b) Extension of Time

The purchase agreement provides that the Developer can extend the completion date from time to time until the later of the time that the Lot is ready to be occupied and the time that title to the Lot has been raised. This provision requires the Developer to use commercially reasonable efforts to obtain permission to legally occupy the Lot and to raise title to the Lot. The purchase agreement also provides that the completion date is extended for a period equivalent to the amount of time lost in completion of construction of the Lot by reason of unforeseen circumstances including, without limitation, time lost from strikes, lockouts, climatic conditions, acts of Governmental Authorities, fire, explosion, Acts of God, or other circumstances beyond the exclusive control of the Vendor. There are no provisions permitting the Purchaser to unilaterally extend the contract. Any other extensions of the completion date may only be made with the mutual agreement of the Developer and Purchaser.

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

(c) Assignment

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

(d) Interest on Deposits

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

(e) Time of the Essence

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

"Time shall be of the essence of this Agreement. Unless all payments on account of the Purchase Price together with the adjustments are provided and all other amounts payable by the Purchaser are paid when due, then the Vendor may terminate this Agreement and in addition to any other remedy available to the Vendor, the Deposit plus any interest accrued shall immediately and absolutely be forfeited to the Vendor on account of damages. The Purchaser acknowledges and agrees that in such case the Deposit represents earnest money, and is not in the nature of a penalty. The Purchaser hereby irrevocably authorizes and directs any solicitors or real estate agents holding any such Deposit to forthwith upon the request of the Vendor deliver such Deposit to the Vendor."

7.3 Developer's Commitments

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 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**

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Incomplete Works or that the City will complete the Incomplete Works at any particular time, or at all.**

7.4 Other Material Facts

Pursuant to the City of Fernie's 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 \$12,500 per single-family residential dwelling. The amount of Development Cost Charges assessed at any particular time will vary based on the amount set for such purpose by the City of Fernie pursuant to the DCC Bylaw.

[Signatures appear on following page]

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DISCLOSURE STATEMENT
Fernie October 21,
2019**

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 October 21, 2019.

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

Simon Howse
President

Signed by the Director of Montane
Developments Ltd.:

Simon
Howse

Pag
e
18

Sunniva Drive

Yirri Avenue

9 4355PP E₇

5.05=_a7 3.744=_in alP₀ 1.826.04

9 854_n alPPark

1 3045PPEn alP₅ 5554PP E_W R_S **M**ontane Parkway _Area = 0.411 ha

Morrissey Court

0.424 ha _Aera = 3 .34414.32

2^{9.95}

1^{0.79}

0

a=33.0=

1^{6.46}

E_{PS}5687

plan

Strata

1^{0.16}

31.82

a=43.41

r=150.00

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7:⁵⁰

2

7.46

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$$a^{-16.29}$$

20

$$a^{-15.70}$$

$$64 \cdot 7^{36} r a^{-16.08} \cdot 781 = a^3 2^{6.91}$$

$$3.591 = a 6^{.00}$$

6

$.31 1^3$

$$a = 17.0 r^{-15.00}$$

$1^{4.87}$

$2^{1.33}$

$2^{1.27}$

$$6.31 141.39 a^{-7.34}$$

$2^{1.85}$

$2^{2.24}$

43.67

$2^{0.36} 2^{4.05}$

45.80

$$a^{-5.74} 6^{.83}$$

$1^{6.50}$

$1^{14.5}$

EXHIBIT A

44.53

$$a = 19.65^2 \cdot 9.8 = a 7 \cdot 3.76 \cdot 4^5 \cdot 9.73 = a =$$

r

36.32

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$5^{.98}$

127.92

$$a = 12.93 \cdot 7.92$$

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$$r^2 \cdot 524 = 4$$

$$8.81 = 1 \cdot 3.41 = a$$

33.03

32.74

32.64

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33.43

$4^{6.14}$

$4^{2.90}$

$$2 \cdot 5.75 = r 46.82$$

$$0 \cdot 0.54 r = 39.80$$

5.00

$$r^{14.01} = a 68.31 a^{-13.44}$$

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47.78

48.19

$4^{1.69}$

Proposed

Easement

5m

Proposed

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Sunniva Drive

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$$0.2 \cdot a^{-24.35} \cdot 2^{0.20} \cdot .02 =$$

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$$668 \cdot 8^{-.88} \cdot 33 \cdot L \cdot D^{8.00}$$

$$1 \cdot 1 \cdot 2^{260} \cdot 1^{901} \cdot 2^4 a^{-10.80}$$

$$7.31 = 1 \cdot 0.13 = r a^4 \cdot 6.73 = a a^0$$

Yirri Avenue

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alp⁷

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a^{=5.74} 6^{.83}

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01

48.19 :a2⁴¹ 1.44.53

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EXHIBIT A

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36 r 32668 8.8833 **L D**

5.00
r
Proposed
Easement
5^m
Proposed
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EXHIBIT B
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EXHIBIT B
EXHIBIT C

TERMS OF INSTRUMENT PART 2 NO BUILD RESTRICTIVE COVENANT AND DESIGN GUIDELINES MORRISSEY COURT

This Covenant granted as of the ____th day of _____, 2019.

BETWEEN:

AND:

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")

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")

EXHIBIT C

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.

3. It is agreed that the Transferor shall require the approval of the Transferee to the contractor hired by the Transferor to construct improvements on the Servient Tenement.

4. It is agreed that the burden of this Restrictive Covenant shall run with the Servient Tenement, shall be binding upon the parties hereto and their respective successors and assigns for a term expiring 25 years from the date this Restrictive Covenant is filed in the Land Title Office, and that the said Restrictive Covenant shall be for the benefit of and be appurtenant to the Dominant Tenement.

MONTANE Single-Family

Residential Design Vision and Codes

October 9, 2014

Revised December 2014

EXHIBIT "C"

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.

EXHIBIT "C"

EXHIBIT "C"

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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.

EXHIBIT "C"

EXHIBIT "C"

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

EXHIBIT "C"

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.

EXHIBIT "C"

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.

House oriented to view

View Corridor

Natural Area

Improvement Envelope: All improvements take place within this area. Non-native plantings may be used in this area

Improvement Envelope Boundary

Driveway access

EXHIBIT "C"

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.

EXHIBIT "C"

EXHIBIT "C"

2.4 GRADING

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

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

2.5 DRAINAGE SYSTEMS AND STRUCTURES

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

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

EXHIBIT "C"

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

2.6 Driveway and Parking Requirements

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

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

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

2. Driveways can be formulated by various materials - asphalt, concrete, concrete pavers, natural pavers or

pervious blocks but must be approved by the DRC. 3. Parking spaces are to be the minimum required to handle the Owner's parking needs. A minimum of one enclosed parking space is required on each Lot.

EXHIBIT "C"

Clusters of existing trees are Preserved to screen driveway and related improvements ^{Rustic} boulder retaining walls decrease impacts to vegetation

Alignment of driveway responds to topography

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

2.7 RETAINING AND SITE WALLS

Objectives: - Minimize disturbance to the site by utilizing walls to preserve vegetation. - Integrate retaining walls into the existing topography to reinforce the connection of the built environment

with the landscape. - Use authentic materials that appear to be local to the site and constructed with traditional dry stack, timber and/or boulder methods.

Guidelines: 1. Retaining walls are not to exceed 4 feet (1.25 meters) in height. Walls up to 6 feet (2 meters) in height

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

EXHIBIT "C"

2:12 batter Minimum 4 foot (1.25 meter) planting pocket width Existing grade 4 foot (1.25 meter) maximum height retaining wall

Retaining Rustic of the built Stone environment retaining wall with reinforces the landscape

the connection transitions wall naturally minimizes into existing site disturbance landforms and Authentic appear native materials to site used with dry stack method to 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.

EXHIBIT "C"

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.**

EXHIBIT "C"

EXHIBIT "C"

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

EXHIBIT "C"

Wood header is combined with pervious crushed rock surface to define path
Native stone pavers create natural path

EXHIBIT "C"

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.

EXHIBIT "C"

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.

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).

EXHIBIT "C"

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

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.

EXHIBIT "C"

: 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 Lewis Mock Orange Shrubby Cinquefoil Geranium viscosissimum Philadelphus lewisii Potentilla fruticosa

EXHIBIT "C"

EXHIBIT "C"

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

2.14.2 LIGHT EMISSION

meters). 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

EXHIBIT "C"

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. EXHIBIT "C"

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.

EXHIBIT "C"

EXHIBIT "C"

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 run-off 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.

EXHIBIT "C"

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

EXHIBIT "C"

EXHIBIT "C"

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

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.

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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.

EXHIBIT "C"

4. CONSTRUCTION GUIDELINES

To assure the construction of any improvement within MONTANE occurs in a safe and timely manner without damaging the natural landscape and while minimizing disturbance to residents or guests, these Guidelines will be enforced during all construction activities. The Owner of a Homesite shall be responsible for violations of the Guidelines (including the

construction regulations contained herein) by any contractor, subcontractor, agent, or employee performing any activities on behalf of the Owner within MONTANE, whether

located on the Homesite or elsewhere within the community.

4.1. PRE-CONSTRUCTION CONFERENCE

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

The contractor is to bring to and/or complete the following items prior to the conference: 1. Compliance Deposit (See Section 4.4) 2. Construction Sign details (See Section 4.13) 3.

Contractor Emergency Contact Information 4.2 SITE OBSERVATION

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

protected will be reviewed. 4.3 FINAL OBSERVATION

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

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

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

additional observation. 4.4 COMPLIANCE DEPOSIT

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

EXHIBIT "C"

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.

EXHIBIT "C"

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.

EXHIBIT "C"

- 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.

EXHIBIT "C"

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.

EXHIBIT "C"

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 *Abies lasiocarpa* Subalpine Fir *Abies amabilis* Amabilis Fir x *Abies concolor* White Fir x *Acer ginnala* Amur Maple x *Alnus rubra* Red Alder x x *Amelanchier alnifolia* Saskatoon Serviceberry x x x *Betula papyrifera* Paper Birch x x *Crataegus douglasii* Black Hawthorn x x *Juniperus scopulorum* Rocky Mountain Juniper x *Larix laricina* Tamarack x *Larix occidentalis* Western Larch x x x *Picea engelmannii* Englemann Spruce x *Picea engelmannii* x *glauca* Hybrid Sitka and White x *Picea glauca* White Spruce x x *Pinus ponderosa* Ponderosa Pine x x *Pinus contorta* Shore Pine x x *Pinus contorta subsp.* Lodgepole pine x *Pinus flexilis* Limber Pine *Pinus monticola* Western White Pine x *Pinus nigra* Austrian Pine *Pinus ponderosa* Ponderosa Pine x x *Pinus sylvestris* Scotch Pine *Populus basamifera* Black Cottonwood x x *Populus alba* White Poplar x *Populus balsamifera*

subsp. Northern Black Cottonwood x x *Populus tremuloides* Quaking Aspen x x x *Prunus emarginata* Bitter Cherry x *Prunus pensylvanica* Bird Cherry x *Prunus virginiana* Choke Cherry x *Pseudotsuga menziesii* Douglas Fir x x x *Pseudotsuga menziesii* Douglas Fir - Coastal x *Salix discolor* Pussy Willow x x *Salix lasiandra* Pacific Willow x x x *Salix spp.* Willow Sp. x *Thuja plicata* Western Red Cedar x x *Tsuga heterophylla* Western Hemlock x

EXHIBIT "C"

Shrub, Vine, Ground Covers

EXHIBIT "C"

High Botanical Name Common Name Native Natural

Areas

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

EXHIBIT "C"

Shrub, Vine, Ground Covers

Botanical Name Common Name Native Natural

High Areas

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

Forbs, Herbs & Perennials Botanical Name Common Name Native Natural

Areas

High Soil Moisture Areas

Achillea millefolium Yarrow *Actaea rubra* Red Baneberry *Adiantum pedatum* Northern Maidenhair Fern *Allium cernuum* Nodding Onion *Anaphalis margaritacea* Pearly Everlasting *Aquilegia formosa* Western Columbine *Aquilegia sp.* Columbine *Aralia nudicaulis* Wild Sarsaparilla

High Forbs, Herbs & Perennials Botanical Name Common Name Native Natural

Areas

Soil Moisture Areas *Arnica cordifolia* Heart-Leaved Arnica *Arctostaphylos uva-ursi* Kinnikinnick *Artemisia frigida* Fringed Sagebrush X x *Aster alpinus* Alpine Aster x *Aster laevis* Smooth Aster X *Aster spectabilis* Showy Aster x *Calochortus apiculatus* Mariposa Lily x *Campanula rotundifolia* Harebell x *Carex nicricans* Black Alpine Sedge x x *Carex obnupta* Slough Sedge x x *Carex rostrata* Beaked Sedge x x x *Castillejo miniata* Common paintbrush x *Chimaphilia umbellata* Prince's Pine x *Collinsia parviflora* Small-Flowered Blue-Eyed x *Collomia linearis* Narrow Leaved Collomia x *Clintonia*

uniflora Queen's Cup x *Cornus canadensis* Canada Bunchberry x x *Delphinium menziessi* Menzies'
 Larkspur x *Delphinium spp.* Larkspur x *Deschampsia caespitosa* Tufted Hair Grass x *Disporum hookeri*
 Oregon Fairy-Bell x *Dryopteris expansa* Spiny Wood Fern x *Echinacea purpurea* White Swan
 Cloneflower x *Epilobium glaberrimum* Smooth Willow-Herb x *Festuca idahoensis* Bluebunch Fescue x
Fragaria virginiana Wild Strawberry x x *Gallium aparine* Cleavers x *Galium triflorum* Sweet Scented
 Bedstraw x *Geum macrophyllum* Large-leaved Avens x *Goodyera oblongifolia* Rattlesnake Plantain x
Hedysarum sulphurescens Yellow Hedysarum x *Heracleum lanatum* Cow Parsnip x *Hieracium*
albiflorum White Hawkweed x *Hieracium canadense* Canada Hawkweed x *Gaultheria shallon* Salal x
Lathyrus ochroleucus Cream-Coloured Vetchling x *Linnaea borealis* Twinflower x *Linum lewissii* Blue
 Flax x *Listera cordata* Hart-Leaved Twayblade X x *Lupinus arcticus* Wild Lupine *Lupinus sericeus*
 Flexile Lupine x *Lupinus polyphyllus* Large Leaf Lupine x

EXHIBIT "C"

High Forbs, Herbs & Perennials Botanical Name Common Name Native Natural

Areas

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

EXHIBIT "C"

EXHIBIT "C"

High Forbs, Herbs, & Perennials Botanical Name Common Name Native Natural

Areas

Soil Moisture Areas Only *Chrysanthemum x morifolium* Eldorado Garden Mum x *Euthamia graminifolia*
 Flat-top Goldentop x *Rudbeckia laciniata* Tall Coneflower x *Tiarella trifoliata* Foamflower x *Trifolium*
hybridum Alskie Clover x *Trifolium pratense* Red Clover x x *Trifolium species* Clover x x *Typha latifolia*
 Cattail x x *Veronica wormskjoldii* Apline Speedwell x *Vicia americana* American Vetch x *Viola adunca*
 Early Blue Violet x *Viola canadensis* Canada Violet x *Viola orbiculata* Round Leaved Violet x *Viola Spp*
 Violet Spp x x

Ground Covers Botanical Name Common Name Native Natural

Area

High Soil Moisture Areas Only *Arctostaphylos uva-ursi* Kinnikinnick x x *Artemesia schmidtiana*
 Silver Mound Wormwood *Euonymus fortunei radicans* Wintercreeper euonymus *Juniperus communis*
 Rocky Mountian Juniper *Juniperus sabina* Savin Juniper *Juniperus sabina* Tamarax Juniper x
Mahonia repens Creeping Mahonia x *Penstemon caespitosus* Creeping Penstemon *Potentilla verna*
 Cinquefoil Potentilla *Parthenocissus quinquefolia* Virginia Creeper

Vines Botanical Name Common Name Native Natural

Areas

High Soil Moisture Areas Only *Clematis sp* Clematis x *Hydranea anomala sp* Climbing Hydrangea x

EXHIBIT "C"

High Soil Grasses Botanical Name Common Name Native Natural

Areas

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

Ornamental

Grasses Botanical Name Common Name Native Natural

Areas

High Soil Moisture Areas Only *Carex bebbii* Bebb's Sedge x *Carex lanuginosa* Woolly Sedge x *Festuca sp.* Blue Fescue x *Helictotrichon sempervirens* Blue Oat Grass x *Panicum capillare* Switch Grass x *Schizachyrium scoparium* Little Bluestem x

High Wildflowers Botanical Name Common Name Native Natural

Areas

Soil Moisture Areas Only *Heterotheca villosa* Hairy Golden Aster x x *Linum lewissii* Blue Flax x x *Lupinus polyphyllus* Large Leaf Lupine x x *Lupinus sp.* Lupine x x *Penstemon sp.* Penstemon x x

Ferns and Fern-allies Botanical Name Common Name Native Natural

Areas

High Soil Moisture Areas Only *Cystopteris fragilis* Bladderfern x *Equisetum pratense* Horsetail x *Dryopteris filix-mas* Sheildfern x

Mosses, Lichens and Liverworts

Botanical Name Common Name Native Natural

High Areas

Soil Moisture Areas Only *Cladonia sp.* British Soldier x *Dicranum sp.* British Soldier x *Lycopodium clavatum* Club Moss x *Marchantia sp.* British Soldier x *Peltigera sp.* Lungwort x *Pleurozium schreberi* Red-Stemmed Feathermoss x *Polytrichum juniperinum* Lungwort x *Ptilium crista-castrensis* Feather Moss x *Rhytidiopsis robusta* Pipecleaner Moss x *Sphagnum sp.* Sphagnum Moss x

EXHIBIT "C"

Recommendations – Seed Mixtures

Forb Botanical Name Common Name Native Natural

Areas

High Soil Moisture Areas Only *Aster chilensis* Creeping Aster *Heuchera parviflora* littleflower alumroot *Penstemon eriantherus* Fuzzy-Tongued Penstemon *Phacelia hastata* Silverleaf Phacelia *Potentilla hippiana* Woolly Cinquefoil *Sphaeralcea coccinea* Scarlet Globemallow

Grass Botanical Name Common Name Native Natural

Areas

High Soil Moisture Areas Only *Carex paysonis* Payson's Edge *Deschampsia cespitosa* Tufted Hairgrass *Elymus trachycaulus* Slender Wheatgrass *Juncus balticus* Baltic Rush *Leymus cinereus* Basin Wildrye *Achnatherum hymenoides* Indian Ricegrass *Pascopyrum smithii* Western Wheatgrass *Poa alpina* Alpine Bluegrass *Poa ampla* Big Bluegrass *Poa compressa* Canada Bluegrass *Poa spp.* Bluegrass Species *Pseudoroegneria spicata* Bluebunch Wheatgrass

Shrub Botanical Name Common Name Native Natural

Areas

High Soil Moisture Areas

Juniperus horizontalis Creeping Juniper **Only** *Purshia tridentata* Antelope Bitterbrush *Rosa woodsii* Wood's Rose *Shepherdia argentea* Silver Buffaloberry *Symphoricarpos albus* Common Snowberry *Symphoricarpos occidentalis* Western Snowberry *Ribes* Species 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.

EXHIBIT "C"

EXHIBIT "C"

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