

Council Agenda Information

☒ Regular Council June 16, 2026



VILLAGE OF ANMORE REPORT TO COUNCIL

Date: June 12, 2026

File No: 3900-30

Submitted by: Josh Joseph – Manager of Development Services

Subject: Pinnacle Ridge Rezoning Application – Bylaw No. 699-2024 (Final Reading)

Purpose / Introduction

To present Anmore Zoning Amendment Bylaw No. 699-2024 (**Attachment 1**) in relation to the Pinnacle Ridge application to rezone the subject lands from RS-1 to Comprehensive Development Zone 8 (CD-8) and to present the finalized Master Development Agreement (**Attachment 2**) that has been secured as a condition of rezoning.

Recommended Options

THAT Anmore Zoning Amendment Bylaw No. 699-2024 be adopted.

Background

The current development proposal was first brought forward for Council consideration at the June 4, 2024, Regular Council Meeting, when the owners: MNP Ltd., Anmore Gate Limited Partnership and Bella Terra Investments 2 Inc. (the applicant) collectively applied to amend the Official Community Plan (OCP) to permit a gross density of 3.5 units per acre across the four parcels (~75 acres) of the undeveloped Pinnacle Ridge Hillside lands (Pinnacle Ridge) to facilitate a clustered hillside residential development.

Following Council's initial consideration of the application and confirmation that it was aligned with the OCP, staff were directed to prepare a rezoning amendment bylaw for Council consideration.

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A formal rezoning application and Zoning Amendment Bylaw No. 699-2024 were subsequently presented to Council on September 10, 2024, where Council provided first reading. Following second reading in July 2025, the application underwent further review by Council advisory committees and external agencies including Mossom Creek Hatchery, the Sasamat Volunteer Fire Department and the City of Port Moody.

Following revisions to address committee and referral comments, Council granted third reading to the bylaw on April 7, 2026, and directed staff to secure a Master Development Agreement (MDA) prior to final adoption. Further Details on the [April 7th Report to Council](#) can be found in the in the April 7th, Agenda Meeting package or on the Pinnacle Ridge Webpage.

While there have been minor changes to the proposed unit count and housing mix throughout the review process, staff believe that the bylaw remains substantially consistent with Council's previous considerations and the OCP policies supporting the proposal. These include comprehensive development policy RLU-8 which contemplates clustered development and a maximum density of 1.8 lots/acre, and Age-Friendly Policy S7 which supports incorporating elements of the [Age-Friendly Action Plan](#) into development applications to consider residential land uses and housing options that support residents aging in place.

Additional details regarding the OCP analysis can be found in the June 4th, 2024, Staff Report available on the [Pinnacle Ridge Webpage](#) hosted on the Village website.

Discussion

The Anmore Zoning Amendment Bylaw No. 699-2024 (**Attachment 1**) will establish a new CD-8 Comprehensive Development zone intended to cluster residential development while preserving substantial portions of the natural hillside. The Comprehensive Development Zone Plan proposes the following land use distribution when road right of ways are not included:

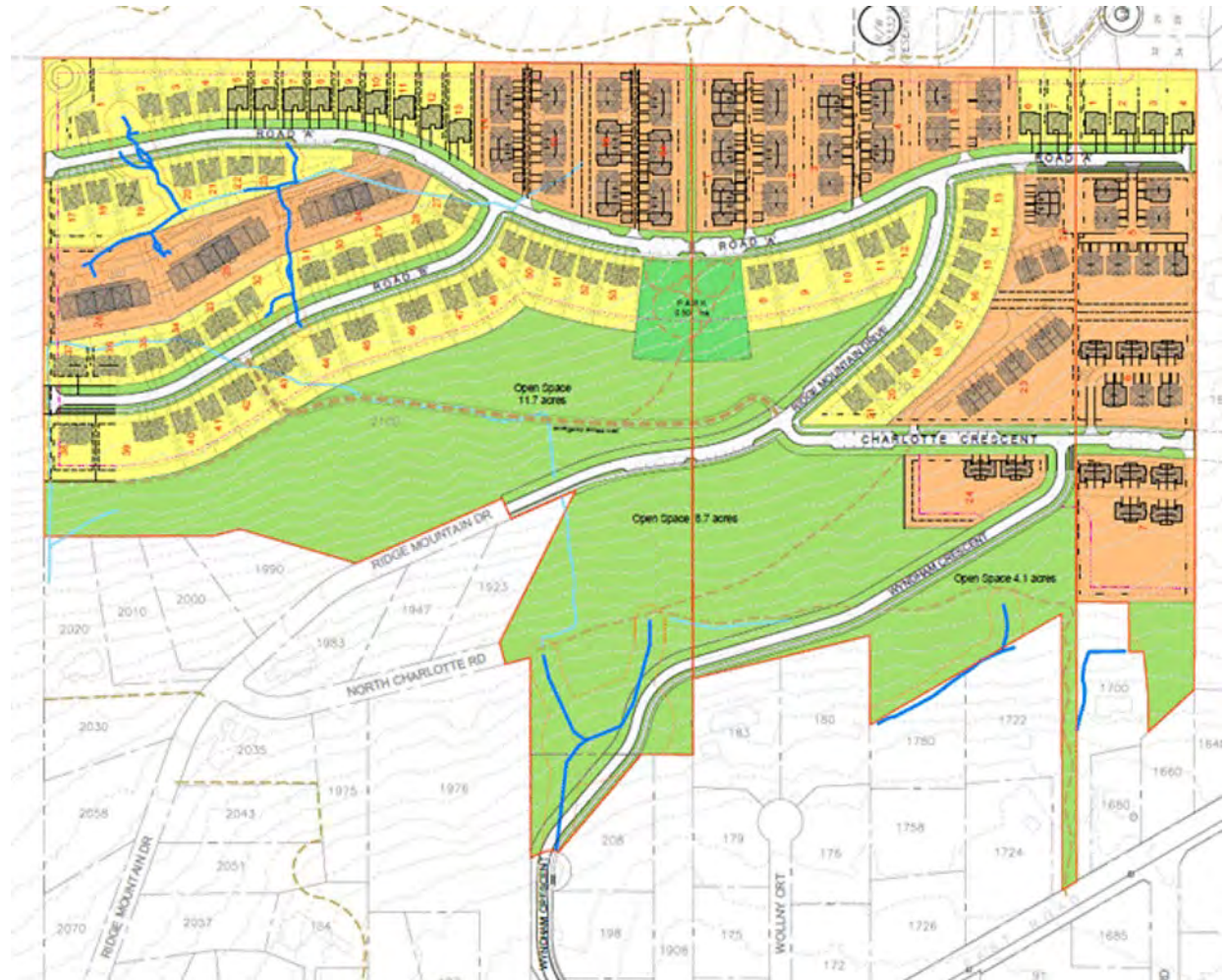
Land Use	Parcel A	Parcel B	Parcel C	TOTALS	
	Acres	Acres	Acres	Acres	%
Open Space	16.2	11.3	0.7	28.2	37.6%
Single/Detached	16.5	5.5	1.2	23.2	30.9%
Townhomes	7.5	9.9	6.1	23.5	31.4%
TOTALS	40.1	26.7	8.0	74.8	100%

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The development permits a maximum of 320 dwelling units, inclusive of required and potential secondary suites. With consideration to the dedication of roadways, ~52.3% of the site area will be used for residential development as illustrated in Figure 1.



Concept Plan	Parcel A			Parcel B			Parcel C			TOTALS			
	m2	Acres	Units	m2	Acres	Units	m2	Acres	Units	m2	Acres	%	Units
Open Space	59,198	14.6		36,530	9.0		2,808	0.7		98,535	24.3	32.5%	
Single Family	53,040	13.1	31	16,441	4.1	16	4,160	1.0	4	73,641	18.2	24.3%	51
Semi-Detached			32										32
Townhomes	28,247	7.0	74	34,247	8.5	74	22,243	5.5	38	84,736	20.9	28.0%	186
Public ROW	21,943	5.4		20,720	5.1		3,275	0.8		45,939	11.4	15.2%	
TOTALS	162,427	40.1	137	107,938	26.7	90	32,486	8.0	42	302,851	74.8	100%	269
Number of lots:			54			24			7				Total Lots : 85
													Lots / Acre : 1.1
													Units / Acre : 3.6

Figure 1. Proposed Comprehensive Development Plan

The proposed housing mix consists of:

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- 51 single-detached dwellings;
- 32 semi-detached Dwellings; and
- 186 townhouse dwellings.

The development achieves a gross density of 1.1 lots per acre, 3.6 principal units per acre or 4.3 units per acre when secondary suites are included.

The development provides approximately 24.3 acres of the site area (32.5%) to be dedicated as parkland and open space when considering the provision of roadways, which includes a 0.5 ha (1.2 acres) active neighbourhood park, as well as an extensive trail network. Additional trail connections will be secured through statutory rights-of-way within the residential development.

Master Development Agreement and Phasing

In accordance with Council's direction at third reading, staff, the Village's legal counsel, and the applicant have finalized and refined the Master Development Agreement (MDA) **(Attachment 2)**.

Since third reading, the MDA has been amended to include updated definitions, additional legal provisions and clarifying language following further review by the Village's legal counsel. Additional refinements have also been incorporated to support the coordinated and orderly subdivision of lands within each phase by separate owners, provide further clarity regarding the timing and delivery of amenities and key infrastructure, and establish a framework through which the Village may consider the future expansion of the proposed water reservoir to service lands beyond the development area, subject to the submission and acceptance of supporting technical studies and detailed engineering design at the subdivision stage.

The MDA secures the amenities and commitments proposed by the applicant and establishes a framework for development of the lands in substantial compliance with the Comprehensive Development Plan, including road alignment, lot configuration and unit density and distribution as shown in Schedule B to the agreement **(Attachment 3)**.

A legal Letter of Undertaking has been provided to the Village which ensures that the MDA is registered immediately following rezoning. The MDA is a Section 219 Restrictive Covenant that prevents subdivision and development except in accordance with the terms of the agreement.

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A key component of the MDA is the phasing plan included in Schedule D of the agreement **(Attachment 3)**. The phasing framework is intended to limit broad site disturbance by confining construction activities to specific areas and ensuring orderly sequence of development across three phases. Each phase requires subdivision approval and approval of all required plans and studies followed by the substantial completion of servicing, road infrastructure, open space, parkland, and amenities before subsequent phases may proceed.

Minor refinements have been made to the phasing plan, including revisions to the sequencing of development on a portion of the southern parcel, which has been moved from Phase 3 to Phase 2 to provide greater housing diversity and flexibility within the development. These adjustments do not alter the overall development cap or the maximum number of units permitted within each phase, which continue to be secured through the MDA

Phase 1

Phase 1 permits up to 150 dwelling units, inclusive of secondary suites. This initial phase secures the provision of trails, the construction of a water reservoir to service the site, the delivery of the active neighbourhood park as shown in Schedule E to the MDA **(Attachment 3)**, an emergency access towards Hickory Drive, and specific road segments identified on the Comprehensive Development Plan. The construction of the active park and water reservoir will be required prior to any residential building permit issuance.

Before approval of Phase 1, the MDA requires submission and approval of a comprehensive list of development-wide plans and assessments intended to inform all subsequent phases, including Environmental Impact Assessment, Geotechnical Analysis, Hydrogeological Analysis, Septic Cumulative Impact Assessment, Integrated Stormwater Management Plan, and water modelling and demand analysis.

Phase 2

Phase 2 will provide an additional 60 units, as well as open space dedications, expansions to the trail systems, and the completion of an emergency loop road connecting proposed Road B to Charlotte Crescent.

Phase 3

Phase 3 will permit the remainder of the development's units (120), delivering the remainder of the open space dedication, the final trail network segments, and the provision of Wyndham Crescent if deemed necessary to satisfy the subdivision and development control bylaw requirements or through technical review.

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The dedication of open space is only contemplated in phase 2 and 3. staff note that until this dedication occurs, these lands remain protected under the MDA where the lands are not to be disturbed.

Housing Density Caps and Distribution

The MDA establishes a Development Cap of 320 dwelling units, comprised of 186 townhouse units, 32 semi-detached units, 51 single-detached units, and 51 secondary suites. Minor adjustments of up to 5% change in unit type provision within Phase 2 or Phase 3 may be permitted, provided that the overall site density, the total density cap of each phase and the total density cap of townhouses are not exceeded. Any adjustments must remain in substantial compliance with the housing distribution contemplated in the Comprehensive Development Plan.

To support housing diversity and accessibility, the MDA mandates that 10% of the single-family homes on the site will include secondary suites, and 5% of all units will be constructed as adaptable dwellings. These requirements may be delivered entirely within in Phase 1 or proportionally across phases but cannot be deferred to later phases.

Environmental Protection and Construction Management

The MDA incorporates environmental protection measures that exceed current Village Bylaw requirements. These measures include the requirement for real-time water quality monitoring as part of the Construction Environmental Management Plan (CEMP). The monitoring system will provide a continuous analysis of discharge water quality and include mechanisms to redirect water for further treatment or halt the discharge where water quality standards are not met.

The MDA also establishes tree retention requirements exceeding those set out in the Anmore Tree Management Bylaw for residential lots to be subdivided. The MDA requires that each residential lot must retain 50% of the original trees following subdivision approval. No further tree removal is permitted until both a Building Permit and Tree Cutting Permit have been issued in accordance with the approved Tree and Natural Vegetation Management Plan to be secured on title.

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Figure 6. Conceptual Phasing Plan

Community Amenity Contribution

The applicant has proposed a Voluntary CAC cash contribution of \$2,041,000, together with in-kind amenity contributions valued at \$709,253, resulting in a combined CAC value of \$2,750,253. This contribution represents approximately 50% of the estimated land value uplift.

The provision of the voluntary cash community Amenity Contribution of \$2,041,000 is a required term and is secured in the MDA which specifies that the CAC is to be paid to the Village within 30 days of adoption of the rezoning approval. The MDA secures the applicant's voluntary in-kind Community Amenity Contributions (CAC) including open space, the active neighborhood park, comprehensive trail networks, and multi-use path extensions.

Conclusion

Staff recommend adoption of Zoning Amendment Bylaw No. 699-2024.

Should Council wish to incorporate additional direction, staff can be directed to amend the MDA and bring forward a revised agreement together with the bylaw for consideration at a subsequent meeting.

Other Options

1. THAT the Anmore Zoning Amendment Bylaw No. 699-2024 be adopted.

(recommended)

OR

2. THAT Council defer the consideration of Anmore Zoning Amendment Bylaw No. 699-2024 and direct staff to incorporate the following consideration to be included in the Master Development Agreement prior to further consideration of the bylaw _____;

OR

3. THAT Anmore Zoning Amendment Bylaw No. 699-2024 be rejected.

Financial Implications

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The proposed development would provide a financial benefit to the Village through the proposed voluntary community amenity contributions associated with the rezoning as outlined earlier in the report.

In addition, the Financial Impact Study (FIS) prepared for the project indicates that, over the long term, the development is expected to generate a net positive fiscal impact for the Village through increased property tax revenue relative to the cost of servicing the development.

Staff hours to review and present the application as it proceeds, including any works related to the application, are cost recovered.

Communications / Civic Engagement

Regular updates throughout the rezoning process from Pinnacle Ridge Rezoning Application are posted on a dedicated webpage for Pinnacle Ridge on the Village website.

Corporate Strategic Plan Objectives

- Create a complete community with opportunities to live, work, shop and play within Anmore.
- Consider new approaches to development that support opportunities for less expensive housing, amenities and small commercial services
- Practise environmental stewardship

Attachments:

1. Anmore Zoning Amendment Bylaw No. 699-2024
2. Section 219 Covenant Master Development Agreement
3. Master Development Agreement Schedules

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Report Approval Details

Document Title:	Pinnacle Ridge Rezoning Application - Bylaw No.699-2024 Final Reading.docx
Attachments:	1. Anmore Zoning Amendment Bylaw No. 699-2024.pdf 2. Section 219 Covenant Master Development Agreement.pdf 3. Master Development Agreement Schedules.pdf
Final Approval Date:	June 11, 2026

This document and all of its attachments were approved and signed as outlined below:

Josh Joseph
Esin Gozukara
Karen Elrick

VILLAGE OF ANMORE

BYLAW NO. 699-2024

A bylaw to amend the Anmore Zoning Bylaw No. 568-2017

WHEREAS the *Local Government Act* authorizes a municipality to amend its zoning bylaw from time to time;

NOW THEREFORE the Municipal Council of the Village of Anmore, in open meeting assembled, enacts as follows:

1. That this bylaw may be cited for all purposes as “Anmore Zoning Bylaw Amendment Bylaw No. 699-2024”.
2. That Anmore Zoning Bylaw No. 568- 2017 be amended under Part 2 – Definitions as follows:
 - a. Add the following definition for **Attached** in alphabetical sequence: means a building or structure physically connected by a common wall at least 3m in length providing internal connections to all enclosed spaces within all buildings or structures. For the purposes of this definition, buildings or structures connected solely by a roof will not be considered attached;
 - b. Add the following definition for **Stacked Townhouses** in alphabetical sequence: means townhouses, except that two principal dwelling(s) are arranged vertically so that dwelling(s) may be placed wholly or partially over the other dwelling. Each principal dwelling will have an individual access to outside, not necessarily at finished grade;
 - c. Add the following definition for **Strata Parcel** in alphabetical sequence: means a strata parcel as defined by the Strata Property Act;
 - d. Add the following definition for **Townhouse** in alphabetical sequence: means a building containing two or more attached principal dwelling units characterised by individual ownership, each having separate ground-oriented access.
3. That Anmore Zoning Bylaw No. 568- 2017 be amended under Part 9 – Zoning Districts as follows:
 - a. That the CD-8 Zone described in Schedule A of this bylaw be added as section 9.21 and that the replaced section and subsequent sections be renumbered accordingly.
4. That the Village of Anmore Zoning Bylaw No. 568-2017 Schedule ‘A’ Zoning Map be amended to change the zoning for the following parcels as identified in Schedule B to this bylaw from Residential 1 – RS1 to Comprehensive Development 8 – CD8:

PID: 028-861-256 028-856-589 027-687-309 002-811-626
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5. The following schedules are included and form part of this bylaw:
 Schedule A – CD-8 Zone
 Schedule B – Map of amended zoning

6. If any Part, Section, Subsection, Sentence, Clause or Phrase of this Bylaw is for any reason held to be invalid by the decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Bylaw.

READ a first time the	10 th	day of September, 2024
READ a second time (as amended) the	22 nd	day of July, 2025
RE-READ a second time (as amended) the	7 th	day of April, 2026
READ a third time the	7 th	day of April, 2026
ADOPTED the		day of

 MAYOR

 MANAGER OF CORPORATE SERVICES

Bylaw 699-2024 Schedule A

9.21 COMPREHENSIVE DEVELOPMENT 8 (PINNACLE RIDGE) – CD-8**9.21.1 Purpose**

The intent of this zone is to accommodate a residential hillside **subdivision** that clusters **one-family dwelling, two-family dwelling** and **townhouses** on a variety of parcel sizes to preserve green space in accordance with the Village of Anmore Official Community Plan.

9.21.2 Permitted Uses and Minimum Parcel Dimensions

The following uses are permitted and shall be developed in accordance with the Comprehensive Development Plan as shown in section 9.21.14 of this Bylaw.

Permitted Primary Use	Permitted Secondary Uses	Minimum Parcel Size	Minimum Parcel Width
One Family Dwelling	Secondary Suite Accessory Buildings and Structures Home Occupation	750 m ²	18 m
Two-Family Dwelling	n/a	900 m ²	25 m
Townhouse	n/a	n/a	n/a
Stacked Townhouse	n/a	n/a	n/a

9.21.3 Maximum Number of Buildings, Size and Height

Permitted Use	Maximum Number per Parcel	Maximum Size	Maximum Building Height
One-Family Dwelling	1	0.35 FAR	11 m
Two-Family Dwelling	1	0.45 FAR	11 m
Townhouses	n/a	0.60 FAR	11 m
Stacked Townhouse	n/a	0.60 FAR	11 m
Accessory Buildings and Structures	1	90 m ²	8 m

- (a) For parcels equal to or smaller than 1,348 m², a maximum of 45 m² of enclosed **garage** area shall be excluded from the calculation of total **floor area**.

9.21.4 Minimum Building Setbacks

Permitted Use	Front Parcel Line Setback	Rear Parcel Line Setback	Exterior Side Parcel Line Setback	Interior Side Parcel Line Setback
One Family Dwelling	6.0 m	7.6 m	2.0 m	2.0 m
Two-Family Dwelling	6.0 m	7.6 m	2.0 m	2.0 m
Townhouse	4.0 m	5.5 m	2.0 m	2.0 m
Stacked Townhouse	4.0 m	5.5 m	2.0 m	2.0 m
Accessory Buildings and Structures	6.0 m	7.6 m	2.0 m	2.0 m

- a) Where a **Townhouse** unit has a **private amenity area** adjacent to an interior side parcel line, the required minimum setback shall be increased to 6.0 m.
- b) Where more than 1 structure for residential use is sited on a lot or within a "strata" development, said structure shall be separated from the adjacent structure by a distance not less than 3 m.
- c) Notwithstanding the setbacks listed in the table above, garages for townhouses and stacked townhouses must be set back a minimum of 6.0 m from the front parcel line to accommodate vehicle parking without encroachment onto the parcel line.

9.21.5 Off-Street Parking and Maneuvering Aisles

Off-street parking spaces shall be provided on the same **parcel** as the **use** being served in accordance with the following requirements:

- (a) 2 spaces per principal dwelling unit;
- (b) 1 space per employee for **home occupation**;
- (c) 1 space per **secondary suite**;
- (d) Visitor parking for **Townhouse** developments 0.2 spaces per dwelling unit (accessible to the public and designated as "visitor parking");
- (e) Each parking space shall be not less than 2.7 metres wide, 5.7 metres long, and 2.2 metres high;

- (f) Parking spaces shall be free of mud, be graded for proper drainage, and be hard surfaced; and
- (g) Off-street parking spaces for townhouse units shall not be accessed directly from a highway but shall be accessed by a driveway(s) and maneuvering aisle as required.

The minimum width of manoeuvring aisles shall be as follows:

Parking Angle 30° - 45°	Aisle Width 4.6m
Parking Angle 45°- 60°	Aisle Width 5.5m
Parking Angle 60° - 75°	Aisle Width 6.0m
Parking Angle 75° - 90°	Aisle Width 6.7m

Disabled Persons Parking

All buildings which are required to be accessible by disabled persons must provide at least 1 off-street parking space or 1%, whichever is greater, of the required parking spaces in any parking area to be reserved and designated for disabled persons. Disabled parking spaces to be identified by the international symbol for accessibility for persons with disabilities painted on the ground surface, a sign located at the front of the space and shall be located as close as possible to the entrance of the use or structure.

In the case of head-in or angled off-street parking, such spaces shall have:

- (a) a minimum width of 3.7m;
- (b) at least 1 such space shall have a pedestrian pathway with a minimum width of 1.2m immediately adjacent to the designated off-street parking space; and
- (c) such area shall be painted with diagonal lines or indicated by different surface treatment to differentiate it from the off-street parking space.

Where access to and from the parking areas is by raised sidewalk, hard surface and drop-curb sections with a minimum surface width of 1.2m shall be provided directly adjacent to off-street parking spaces designated for disabled persons and from the parking lot or to other sidewalks or points of entry to a building.

In the case of parallel off-street parking, such spaces shall have a minimum length of 8m, of which the rear 2m shall be painted with diagonal lines.

Where access to and from the off-street parking areas is by raised sidewalk, hard surface and drop curb sections with a minimum surface width of 1.2m shall be provided adjacent to said off-street parking space.

9.21.6 Maximum Parcel Coverage

The Maximum **parcel coverage** shall be:

- (a) 40% of the **parcel** for one-family residential and two-family residential
- (b) 50% of the parcel for **townhouses**.

9.21.7 Maximum Number of parcels

Not more than 134 lots may be created as a result of **subdivision**.

Not more than 320 units may be created as a result of **subdivision**, including **secondary suites**.

9.21.8 Open Space Amenity

An **open space amenity** shall be provided generally in accordance with the Comprehensive Development Plan as approved and incorporated into this Bylaw.

9.21.9 Private and Shared Amenity Area Standards

These standards are for the development and maintenance of amenity areas required in connection with all townhouse developments:

Shared Amenity Areas

- (a) Shared amenity areas are required for townhouse developments of more than 12 townhouse units on the same lot.
- (b) Amenity areas shall be unenclosed areas, free, common and readily accessible to all tenants and may include any combination of lawn, landscaping, flagstone, concrete, asphalt or other serviceable dust free surfacing, recreational facilities such as outdoor swimming pools, tennis courts, horseshoe pitches, etc.
- (c) No area so used shall be located within 5m of any window serving a dwelling unit.
- (d) Off-street parking or off-street loading areas, driveways and service areas shall not be counted as amenity areas.
- (e) All landscaping and recreational facilities shall be maintained in perpetuity.
- (f) The slope of an amenity area shall not exceed 3% but multi-level areas may be interconnected by means of stairs and ramps (v) guard railings or other protective devices shall be erected for above-ground locations.
- (g) The minimum required area shall be 5m² per dwelling unit.

Private Amenity Areas

- (a) Shall be provided adjacent to the individual dwelling unit served.

- (b) Where located on ground level, a private amenity area not less than 15m² in area shall be provided for and contiguous to each ground-oriented dwelling unit.
- (c) Where located above ground a private amenity area of not less than 5m² in area and having minimum dimensions of not less than 1.5m shall be provided for and contiguous to each dwelling unit.

9.21.10 Landscaping for Townhouse Developments

These standards are subject to the requirements of section 5.14 and are for the development and maintenance of landscaped areas required in connection with all townhouse developments:

Minimum landscaping requirements for front setback area shall be:

- (a) 40% of the front setback area shall have no impervious surfaces or vehicular use.
- (b) A portion of the required pervious surface area, equivalent to 20% of the front setback area, shall be reserved for landscape areas and extensively planted with trees and shrubs.

Minimum overall site landscaping requirements shall be:

- (a) Despite section 5.14.2, 20% of the overall lot area shall have no impervious surfaces or vehicular usage.
- (b) a portion of the required pervious surface area, equivalent to 15% of the overall lot area, shall be landscaped.
- (c) a portion of the required landscaped area, equivalent to 7% of the overall lot area, shall be planted extensively with trees and shrubs.

All landscaping shall be designed and installed in accordance with the current edition of the BC landscaping standard.

9.21.11 Townhouse End Unit Treatment

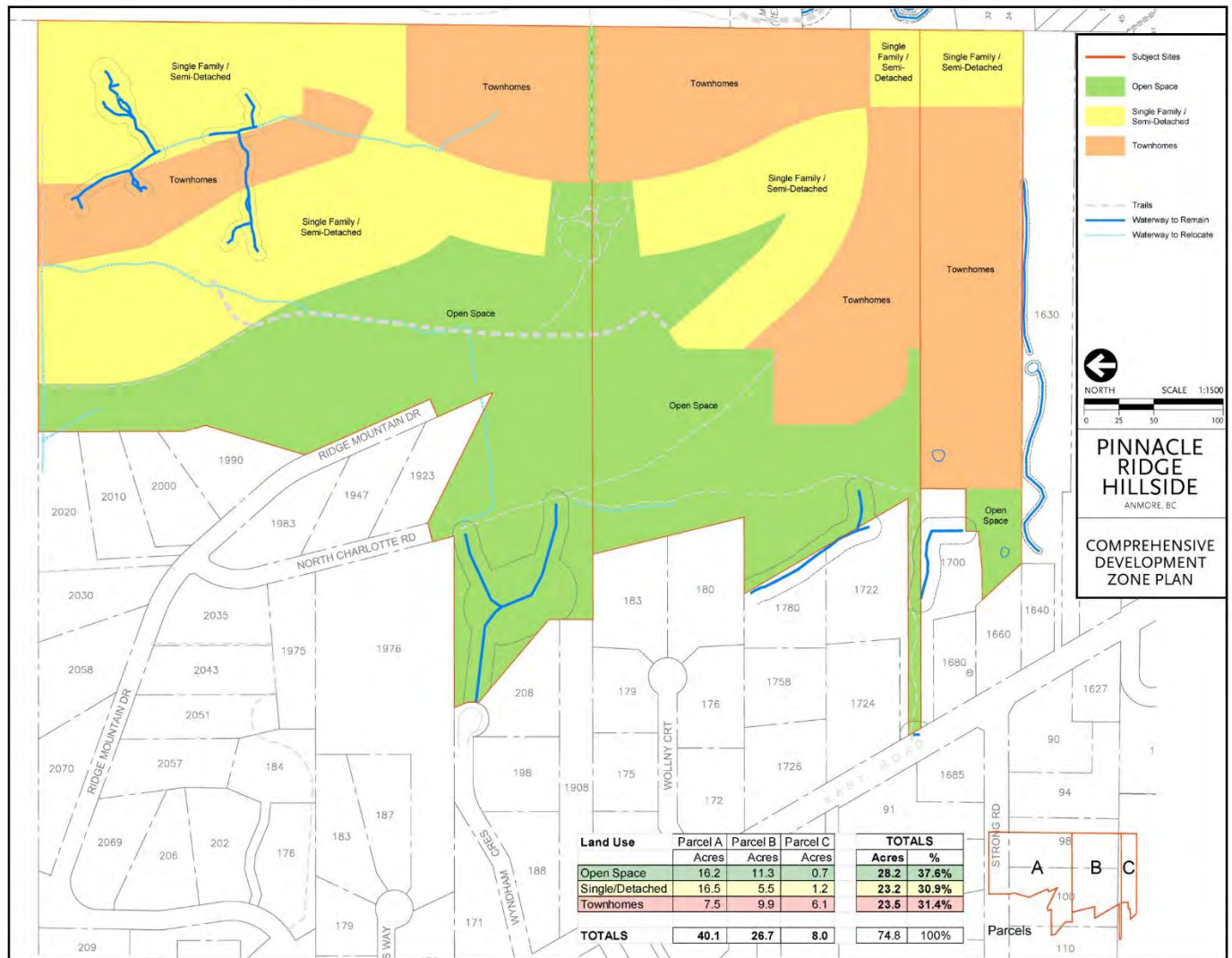
- (a) A Where a townhouse building is oriented perpendicular to a public road, any end unit abutting the public road shall be designed to present an active and articulated street oriented façade to the road.
- (b) End unit façades facing a public road shall include windows and architectural detailing comparable to the principal front façade of the dwelling, and/or a secondary entrance to avoid blank elevations.

9.21.12 Other Regulations

- (a) **Home occupation** shall be subject to the requirements of section 6.5.
- (b) **Secondary Suite** shall be subject to the requirements of section 6.3.

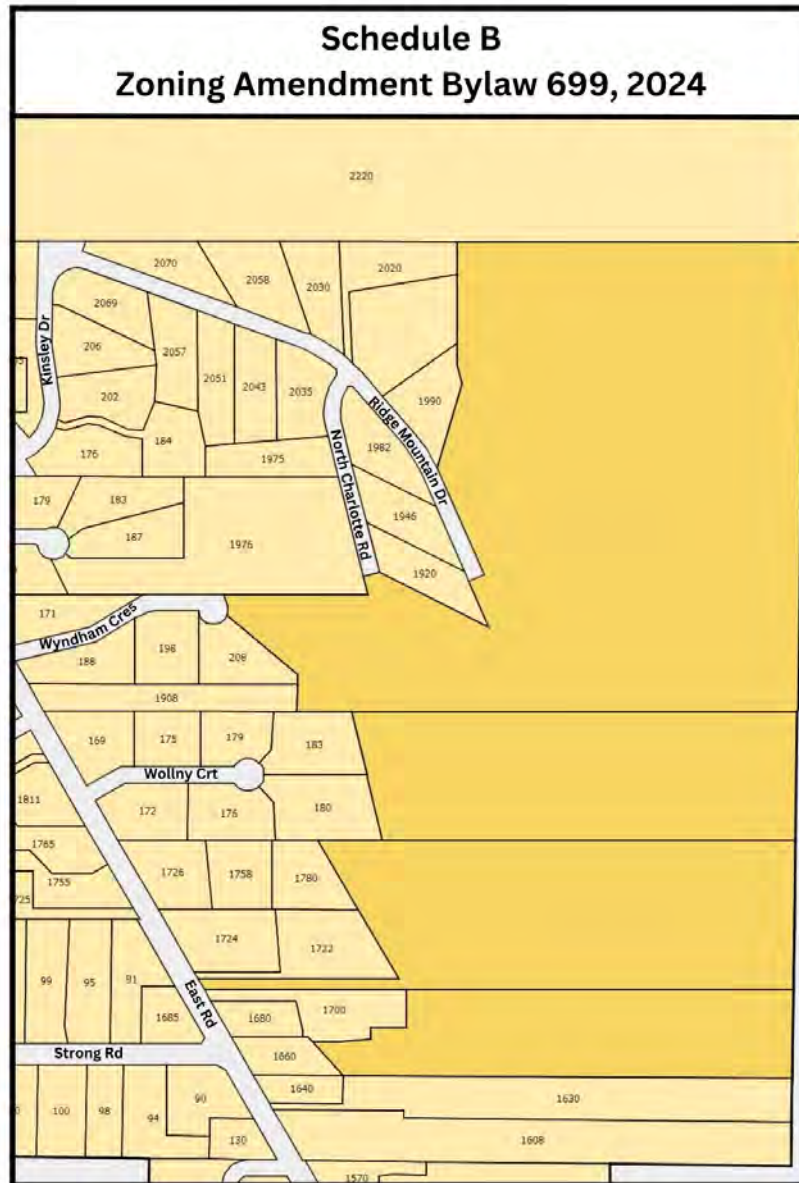
9.21.13 Comprehensive Development Plan

The following Comprehensive Development Plan contained within this Bylaw forms an integral component of this zone:



Comprehensive Development Plan – (Pinnacle Ridge) - CD-8

Bylaw 699-2024 Schedule B



Zoning Map



CD-8

Pinnacle Ridge



RS-1



PART 2 – TERMS OF INSTRUMENT

SECTION 219 COVENANT

(NO-BUILD & NO-SUBDIVISION)

PINNACLE RIDGE MASTER DEVELOPMENT AGREEMENT

THIS AGREEMENT is dated for reference June 2, 2026.

BETWEEN:

MNP LTD., in its capacity as Receiver Manager of the assets, undertakings, and properties of KINGS LEGACY DEVELOPMENTS INC., INC. NO. 740564, a company duly incorporated under the laws of the Province of British Columbia and having an office at 430 - 505 Burrard Street, Vancouver, British Columbia, V7X 1M3

AND:

0763974 B.C. LTD., INC. NO. 0763974, a company duly incorporated under the laws of the Province of British Columbia and having its registered office at Suite # 660, 355 Burrard Street, Vancouver, British Columbia V6C 2G8

AND:

BELLA TERRA INVESTMENTS 2 INC., INC. NO. BC1051242, a company duly incorporated under the laws of the Province of British Columbia and having its registered office at 301-6678 152 Street, Surrey, British Columbia V3S 7J2

(collectively, the “**Owners**”)

AND:

Village of Anmore, a municipal corporation pursuant to the *Local Government Act* and having its offices at 2697 Sunnyside Road, Anmore, British Columbia, V3H 5G9

(the “**Village**”)

WHEREAS:

- A. The Owners are the registered owners of the Lands, as hereinafter defined respectively;

- B. The Owners have applied to the Village for Pinnacle Ridge Hillside Comprehensive Development Rezoning in association with Zoning Amendment Bylaw No. 699-2024 which rezoned the property from Residential -1 to Comprehensive Development 8 (Pinnacle Ridge) (the “**Rezoning Approval**”);
- C. In connection with the Rezoning Application, the Owners have voluntarily offered to enter into this Agreement with the Village to:
 - a. set out the strategy for the development contemplated by the Rezoning Approval;
 - b. establish the sequencing for the phased development of the Lands; and
 - c. secure the provision of amenities, infrastructure, environmental protection measures, hazard risk mitigation measures, parkland dedication, and other works and services associated with the development contemplated by the Rezoning Application;
- D. The intent is that the requirements of this Agreement must be completed by the Owners to the satisfaction of the Village in the sequence contemplated by this Agreement so that the final build out of the Pinnacle Ridge community upon the Lands happens in an orderly and economic fashion;
- E. The Owners have agreed to grant to the Village a covenant under section 219 of the *Land Title Act* to secure the Owners’ commitment to the foregoing (the “**Section 219 Covenant**”);
- F. The Village and the Owners have agreed that the Section 219 Covenant will only be removed once the Village is satisfied that all requirements outlined in this Agreement have been met; and
- G. Section 219 of the *Land Title Act* allows the registration of a covenant in favour of a municipality in respect of the use of land or the use of a building on or to be erected on land and that land is or is not to be built on except in accordance with the covenant, and that land is not to be subdivided except in accordance with the covenant.

In consideration of \$10.00 and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by both parties), and in consideration of the promises exchanged below, the Owners and the Village covenant and agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement, the following terms have the following meaning:

- (a) **"Agreement"** means this Master Development Agreement, together with the General Instrument and all schedules attached hereto;
- (b) **"Arborist Report"** means a report created by a Certified Arborist that assesses tree health, structure and risk and makes recommendations for retention or removal of trees on a site, including a detailed tree inventory describing the trees on a site by species, DBH (diameter at breast height) and health condition;
- (c) **"Archaeological Overview Assessment" or "AOA"** means an assessment which includes:
 - (i) baseline archeological information related to heritage resources found on a site conducted in accordance with British Columbia Archeological Standards and Guidelines; and
 - (ii) evaluation of the archeological site distribution potential for a site based on a desk-based literature review and compilation of existing historical knowledge about recorded archeological site locations, historical First Nations land use and place names and environmental features;
- (d) **"Archaeological Impact Assessment" or "AIA"** means a study that is initiated in response to potential impacts to archeological resources as are identified in an AOA and prior to a development proposal which will potentially disturb or alter the landscape, thereby endangering archaeological sites;
- (e) **"Architectural and Design Guidelines"** means the design guidelines attached as Schedule G to this Agreement;
- (f) **"Building Area Plan"** means a plan showing the footprint and lot coverage of each structure on a site or other area proposed to be Developed, including the cumulative site coverage of all structures proposed on an existing or proposed lot;
- (g) **"Certified Arborist"** means a person holding a current certification of "certified arborist" issued by the International Society of Arboriculture;
- (h) **"Claim"** means any actual or threatened claim, demand, suit, action, cause of action, cost recovery action, proceeding, investigation, charge, ticket, summons, citation, direction, inquiry, order and any other assertion of or with respect to liability or responsibility of any kind arising, asserted or threatened, formally or informally, pursuant to or based upon any enactment, any agreement or contract,

- or at common law or in equity (whether arising in respect of tort, contract or otherwise);
- (i) **"Comprehensive Development Plan"** means the drawing titled "Preliminary Concept Plan" by Ekistics Town Planning, attached as Schedule B to this Agreement;
 - (j) **"Conceptual Land Use Plan"** means the drawing titled "Comprehensive Development Zone Plan" by Ekistics Town Planning, attached as Schedule A to this Agreement;
 - (k) **"Construction Environmental Management Plan" or "CEMP"** means a comprehensive document prepared by a Qualified Environmental Professional intended to communicate to the Village and others working on a site the methodology and physical features to be employed during all stages of construction so that it adheres to any applicable municipal, provincial, and federal environmental requirements, procedures, and responsibilities such as appropriate scheduling of work, installation of erosion and sediment control mechanisms, signage for tree root protection zones;
 - (l) **"Develop"** means, with respect to the Lands, any one or more of the following activities:
 - (i) changing the surface in preparation to Develop the area including excavation, grading and removal of vegetation;
 - (ii) Subdivide (except for a Preliminary Subdivision); and
 - (iii) building on, construct, install or otherwise improve in any manner;and **"Developed"** has a similar meaning;
 - (m) **"Development"** means the development proposed to be constructed on the Lands in accordance with the Rezoning Approval, including all site preparation works typically carried out to prepare a site for the construction of buildings or structures, including excavation, remediation, filling, preloading and grading;
 - (n) **"Development Cap"** means the maximum number of dwelling units permitted on the Lands in accordance with section 3.5;
 - (o) **"Development Lands"** means the portion of the Lands shown on the Comprehensive Development Plan, which for certainty includes all of Lot 23, Lot 8, and Lot 71 and Lot 2;
 - (p) **"Driveway Location Plan"** means a plan showing the location of the proposed driveways intended to provide access to the primary structure(s) on a site;

- (q) **"Emergency Access Plan"** means the drawing showing possible options for emergency connection to Hickory Drive, which is attached as Schedule F to this Agreement;
- (r) **"Environmental Impact Assessment" or "EIA"** means an assessment prepared by a Qualified Environmental Professional that determines the possible environmental effects of the Development or portion thereof, reflecting one or more Phase(s), and outlines methods to mitigate those effects and should include background environmental information and data applicable to the site, summarize field observations from aquatic, riparian, and terrestrial field studies using detailed figures and tables, identify environmentally sensitive areas, watercourses, riparian areas, wildlife habitat, species at risk, and other ecological features present on the lands, and include recommendations for avoidance, mitigation, protection, and monitoring measures necessary to minimize environmental impacts associated with the Development or applicable portion thereof;
- (s) **"Expenses"** means all liabilities, obligations, duties, Losses, damages, costs, expenses (including reasonable legal fees and expenses on a solicitor and own client basis, and fees and disbursements of experts, consultants and contractors, and costs and expenses with respect to or related to security bonds, investigation, survey, sampling, testing, remediation, reclamation, monitoring and reporting and other services), penalties, fines and monetary sanctions and all amounts paid to settle a Claim, or to satisfy any judgment, order, decree, directive, award or other obligation to pay any amount of whatever nature or kind, but excluding any indirect, special or consequential Losses or damages;
- (t) **"Fire Truck Access Plan"** means a plan showing emergency access to the Lands which has been designed to accommodate fire apparatus available to the Village;
- (u) **"General Instrument"** means the Form C under the Land Title (Transfer Forms) Regulation, as amended, and all schedules and addenda to the Form C charging the Lands;
- (v) **"Geotechnical Analysis"** means a specialized study conducted by a professional engineer to evaluate soil, rock and groundwater conditions of a site prior to the approval of subdivision of land and/or construction, and as further specified in the Subdivision and Development Control Bylaw;
- (w) **"Green Space and Trails Plan"** means the green space and trails plan attached as Schedule C to this Agreement;
- (x) **"Hydrogeological Analysis"** means a scientific study or evaluation by a qualified professional that includes a description of the ground and surface hydrology and

- its susceptibility and for all developments when stormwater infiltration is proposed or ground water within 1.0 m of the surface is prevalent, the methodology must follow the master municipal construction documents;
- (y) "**Integrated Stormwater Management Plan**" or "**ISMP**" means a comprehensive ecosystem based approach to rainwater management that is based on the principles contained in the Stormwater Planning Guidebook for British Columbia (latest edition) and the requirements of the Subdivision and Development Control Bylaw, and may include assessments such as hydrologic and hydraulic analysis of surface runoff under both existing and proposed conditions, climate change adjusted anticipated precipitation, and descriptions of all required stormwater infrastructure and mitigation measures including low impact development (LID) and onsite drainage management measures;
 - (z) "**Land Title Act**" means the *Land Title Act*, RSBC 1996, c 250;
 - (aa) "**Lands**" means the land described in Item 2 of the General Instrument and any part, including the buildings or a portion of the buildings thereon, into which said land is Subdivided;
 - (bb) "**Landscape Plan**" means a plan prepared by a registered landscape architect that identifies existing landscaping, site elements and natural features (including trees, shrubs and ground cover) that will be preserved and that illustrates all proposed new landscaping elements to support the area of the Development proposed to be Developed, containing all landscaping infrastructure and design specifications for elements such as, but not limited to, benches, garbage receptacles, playground equipment, bike racks, on-site lighting, garbage enclosure, fencing, signage and retaining walls, and a detailed cost estimate for all proposed elements;
 - (cc) "**Losses**" means all actions, causes of action, Claims, compensation, costs, demands, damages, expenses, fines, judgements, legal obligations, liabilities, losses, orders, penalties, suits and builders liens of every nature or kind whatsoever and all reasonable legal costs on a solicitor and own client basis, but excluding any indirect, special or consequential losses or damages;
 - (dd) "**Lot 2**" means parcel identifier 028-856-589, legally described as LOT 2 SECTION 16 TOWNSHIP 39 NEW WESTMINSTER DISTRICT PLAN BCP50903 (registered in the name of Bella Terra Investments 2 Inc.);
 - (ee) "**Lot 23**" means parcel identifier 028-861-256, legally described as LOT 23 SECTION 21 TOWNSHIP 39 NEW WESTMINSTER DISTRICT PLAN BCP50736 (registered in the name of Kings Legacy Developments Inc.);

- (ff) "**Lot 71**" means parcel identifier 002-811-626, legally described as LOT 71 SECTIONS 16 AND 21 TOWNSHIP 39 NEW WESTMINSTER DISTRICT PLAN 61510 (registered in the name of 0763974 B.C. Ltd.);
- (gg) "**Lot 8**" means parcel identifier 027-687-309, legally described as LOT 8 SECTION 16, 20 AND 21 TOWNSHIP 39 NEW WESTMINSTER DISTRICT PLAN BCP38521 (registered in the name of 0763974 B.C. Ltd.);
- (hh) "**Lots**" means Lot 23, Lot 8, Lot 71, and Lot 2 collectively;
- (ii) "**Lot Grading Plan**" means a lot grading plan meeting the criteria in the Subdivision and Development Control Bylaw;
- (jj) "**Onsite Wastewater Servicing Assessment**" means an analysis that considers the physical, environmental, health and engineering considerations to design an appropriate wastewater system, which must include an assessment of site conditions, soil conditions, anticipated usage of the wastewater system, and potential site impacts, but may also include assessment of pathways to regulatory compliance, system design evaluation (including the layout, size and capacity to handle current and future wastewater loads), infrastructure integrity, environmental impacts (on groundwater and surface water), resilience and redundancy, monitoring and control, and long term sustainability;
- (kk) "**Onsite Wastewater Maintenance Plan**" means a set of instructions for maintaining a sewerage system that if followed will ensure that the sewerage system does not cause or contribute to a health hazard;
- (ll) "**Owners**" means the parties on page 1 and the Transferors described in Item 5 of the General Instrument, and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of the Lands from time to time and "**Owner**" means any one of them;
- (mm) "**Park Plan**" means the conceptual site plan attached as Schedule E to this Agreement;
- (nn) "**Phase**" means Phase 1, Phase 2 or Phase 3, or any combination thereof as the context requires;
- (oo) "**Phase 1**" means that part of the Development shown in green on the Phasing Plan, which as of the date of this Agreement is proposed to consist of a maximum of 150 dwelling units with a park, trails and one access road and emergency access connection to Hickory Drive;
- (pp) "**Phase 2**" means that part of the Development shown in blue on the Phasing Plan, which as of the date of this Agreement is proposed to consist of a maximum of 50

- dwelling units, trails with emergency access to Ridge Mountain Drive to form the "P" loop road;
- (qq) "**Phase 3**" means that part of the Development shown in red on the Phasing Plan, which as of the date of this Agreement is proposed to consist of a maximum of 120 dwelling units, trails and secondary access either through Charlotte Crescent or Wyndham Crescent;
- (rr) "**Phasing Plan**" means the conceptual phasing plan attached as Schedule D to this Agreement showing the sequencing proposed for the Development, which is not intended to prescribe the specific location, configuration, or property boundary for each Phase but rather to identify the preconditions necessary for the Development to proceed in an orderly manner;
- (ss) "**Plans**" means collectively the Conceptual Land Use Plan, the Comprehensive Development Plan, the Green Space and Trails Plan, the Phasing Plan, the Park Plan, the Emergency Access Plan; and the Architectural and Landscape Design Guidelines;
- (tt) "**Preliminary Subdivision**" means any subdivision plan that Subdivides the Lands into lots owned by each Owner that approximate the Phases for the Lands owned by each Owner, but does not create any internal Subdivisions within the Lands owned by each Owner for each of the Phases;
- (uu) "**Qualified Environmental Professional**" means an applied scientist or technologist registered and in good standing with an appropriate professional organization constituted under a statute of the Province of British Columbia, providing services under that organization's code of ethics, and acting within the individual's area of expertise, and may include a Certified Arborist, Professional Forester, or a registered professional biologist;
- (vv) "**Real Estate Development Marketing Act**" means the *Real Estate Development Marketing Act*, SBC 2004, c 41;
- (ww) "**Rezoning Approval**" has the meaning set out in Recital B;
- (xx) "**Road Network Plan**" means a plan showing all proposed roads whether private or public and connections to the existing road network contained in the official community plan;
- (yy) "**Section 219 Covenant**" has the meaning set out in Recital E;
- (zz) "**Septic Cumulative Impact Assessment**" means an assessment of the potential cumulative impacts of multiple onsite wastewater systems on adjacent sites or impacting connected environmental features;

- (aaa) "**Site Servicing Plan**" means a plan depicting required works and services for the applicable Phase as specified in the Subdivision and Development Control Bylaw;
- (bbb) "**Stormwater Treatment Plan**" means a plan that is designed in accordance with the Subdivision and Development Control Bylaw for Pollution Control Device such as oil/grit separators and oil/water separators combination of physical and biological processes to remove pollutants from runoff before it is discharged into natural water bodies;
- (ccc) "**Strata Property Act**" means the *Strata Property Act*, SBC 1998, c 43;
- (ddd) "**Subdivide**" means to divide, apportion, consolidate, or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions, or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization, or development of "cooperative interests" or "shared interest in land" as defined in the *Real Estate Development Marketing Act* and "**Subdivided**" and "**Subdivides**" have a similar meaning;
- (eee) "**Subdivision and Development Control Bylaw**" means the Anmore Subdivision and Development Control Bylaw No. 633-2020;
- (fff) "**Technical Reports**" means any scientific or engineering study, report or assessment accepted by the Village in support of the Development, which versions and/or additional letters will be described in the terms of reference contemplated in section 2.2(d);
- (ggg) "**Tree and Natural Vegetation Management Plan**" means a written plan prepared by a Qualified Environmental Professional identifying tree retention and replanting areas within a site, lot or parcel of land, and including recommendations for implementation, tree protection and maintenance;
- (hhh) "**Tree Management Bylaw**" means Anmore Tree Management Bylaw No. 587, 2018;
- (iii) "**Windthrow Risk Analysis**" means an analysis of a site to inform decisions about tree planting, maintenance and removal and help mitigate the risks associated with severe weather events and recommended mitigation measures necessary to maintain safe and stable tree retention areas, including mitigation measures such as selective tree removal, forest edge management, or additional tree protection measures; and
- (jjj) "**Village**" has the meaning set out in Recital C.

1.2. Interpretation

In this Agreement:

- (a) notwithstanding the definitions and requirements set out in this Agreement, all plans, studies, and assessments required under this Agreement at a future date shall be prepared and submitted in accordance with the applicable requirements of the Subdivision and Development Control Bylaw at the time of the municipal approval, or otherwise to the satisfaction of the Village;
- (b) words importing the singular number include the plural and vice versa and words importing the neuter gender include the masculine and the feminine or body corporate or politic where the context of the parties so require;
- (c) the division of this Agreement into articles and sections and the insertion of headings are for convenience only and will not affect the construction or the interpretation of this Agreement;
- (d) references to any article, section or schedule will, unless the context otherwise requires, mean that article, section or schedule of this Agreement;
- (e) every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, elected officials, directors, servants, employees, agents, contractors, licensees and invitees of such party, wherever the context so requires or allows;
- (f) the words “include” and “including” are to be construed as meaning “include without limitation” and “including without limitation”;
- (g) all payments to be made will be deemed to be payments in lawful currency of Canada;
- (h) reference to “governmental approval” means all federal, provincial, regional, municipal and health authority approvals, permits, authorizations of any nature and kind, lawfully required from time to time pursuant to any enactment;
- (i) reference to “business day” means all days other than Saturday, Sunday and statutory holidays in the Province of British Columbia;
- (j) reference to “party” and “parties” means the one or more parties to this Agreement, as the context demands;
- (k) reference to a whole, for example, the “Lands” includes reference to a portion thereof; and
- (l) unless expressly stated otherwise, all references to enactments refer to enactments of the Province of British Columbia, as amended or replaced from

time to time, and all references to bylaws and policies refers to the bylaws and policies of the Village, as amended or replaced from time to time.

1.3. Acknowledgements

1.3.1 The Owners expressly acknowledge, covenant and agree that:

- (a) as of the date of this Agreement, the Rezoning Approval and the implementation of this Agreement contemplates that the Development will be completed in Phases that do not follow the boundaries of the Lots and that each of the Owners may Subdivide the Lands owned by that Owner under the Preliminary Subdivision to create separate lots to advance the Development and thereafter, the definitions of the Phases in this Agreement shall be updated to describe the legal boundaries of the lots that will be involved in each Phase;
- (b) except as expressly provided, nothing in this Agreement will relieve the Owners from any obligation or requirement arising under any applicable statute, bylaw or regulation that may be required in order to use, Subdivide and Develop the Lands;
- (c) nothing contained or implied in this Agreement will prejudice or affect the Village's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Local Government Act*, the *Community Charter* or other statutes, bylaws, orders and regulations;
- (d) nothing contained or implied in this Agreement will prejudice or affect the rights, powers, duties or obligations of the approving officer for the Village in the exercise of their functions pursuant to the *Land Title Act*, the *Local Government Act*, or other statutes, bylaws, orders and regulations;
- (e) the purpose of this Agreement is to provide a structure for the Development, including the phasing of the Development, the servicing of the Development, the amenities provided by the Owners to the Village and the general public in connection with the Development and the legal agreements to be executed and delivered by the Owners to the Village;
- (f) the Village may withhold an approval or issuance of a permit, subdivision approval and any other authorization if the subdivision, construction or use of the Lands for which the approval, permit or authorization is sought would result in non-compliance with this Agreement;
- (g) the Village may issue a "Stop Work Order" in relation to any activity on the Lands that is or would result in non-compliance with this Agreement and the Owners agree to immediately cease such activity upon receipt of the Stop Work Order until the non-compliance is rectified;
- (h) the Owners are solely responsible for ascertaining and obtaining all governmental approvals (including federal and provincial approvals) required in connection with the Development and that the Village has and will make no warranties or

representations as to the nature of required governmental approvals and has no obligation to enforce or monitor the Owners' compliance with governmental approvals; and

- (i) the Owners are solely responsible for ascertaining and obtaining all third-party licenses, rights of way, easements and agreements, including any such agreements as between each of the respective Owners, that may be necessary in connection with the Development and that the Village has and will make no warranties or representations as to the nature of such agreements that may be necessary in order to allow the issuance of any permit, approval or consent to advance the Development and furthermore, the Village has no obligation to enforce or monitor the Owners' compliance with such other agreements.

1.3.2 The Village expressly acknowledges and agrees that notwithstanding any other provision of this Agreement, the Owners will not be obligated to construct any dwelling units in any Phase, and that compliance with the terms of this Agreement for a Phase will not include a requirement to construct any dwelling units, and for further clarity, an Owner may apply for a building permit, and once the building permit is issued, construct a dwelling unit or dwelling units for a portion of the Lands subdivided in a prior Phase, including after the start of activities to Develop a later Phase.

1.4. Schedules

The following schedules are attached to and form part of this Agreement:

- (a) Schedule A: Conceptual Land Use Plan
- (b) Schedule B: Comprehensive Development Plan
- (c) Schedule C: Green Space and Trails Plan
- (d) Schedule D: Phasing Plan
- (e) Schedule E: Park Plan
- (f) Schedule F: Emergency Access Plan
- (g) Schedule G: Architectural and Design Guidelines

2. SECTION 219 OF THE LAND TITLE ACT

2.1. Section 219 Covenant - Grant

The Owners hereby covenant and agree with the Village, as a covenant in favour of the Village pursuant to Section 219 of the *Land Title Act*, it being the intention and agreement of the Owners that the provisions in this Agreement be annexed to and run with and be a charge upon the Lands and that the Lands will be used only in compliance with the terms and conditions of this Agreement.

2.2. No Development Permitted Except in Accordance with this Agreement

- (a) Notwithstanding that the Owners may otherwise be entitled to under a statute or bylaw, the Owners covenant and agree with the Village that the Lands will not be Developed in connection with the Rezoning Approval unless the Owner's application to the Village to Develop any part of the Lands complies with the requirements of this Agreement, any other interest in land contemplated by this Agreement, such as those statutory rights of way or easements contemplated by section 3.9(c) or replacement Section 219 Covenants contemplated by sections 3.5(c), 3.12(b), 3.14(c), 3.15(c), 3.16(h), 3.17(b), 3.19(b) and 3.21 limiting the use of the Lands, or the Village's bylaws.
- (b) In giving their covenants and agreements in this Agreement, the Owners acknowledge and agree that the Village and its designated and statutory officers have no obligation to approve an application to Develop the Lands that does not comply with the requirements of this Agreement, and more specifically where:
 - (i) the requirements under this Agreement for the prior Phase are incomplete in a way that the phasing described in section 2.3 is detrimentally affected, in the Village's sole opinion;
 - (ii) the application does not reflect the Development's maximum density established by the Development Cap;
 - (iii) any of the Plans, Technical Reports, or other assessments, analysis or reports submitted by the Owners in support of the Development identifies material concerns with the suitability of the Lands to their intended uses under this Agreement that cannot be addressed or mitigated; or
 - (iv) in the Village's reasonable opinion, the application is inconsistent with any other of the Owners' obligations in this Agreement or another enactment applicable to the Development.
- (c) If one or more of the Owners seek to appeal a denial of a subdivision or to have a denial of building permit judicially reviewed, this Agreement may be relied upon by the Village as the reason for its refusal.
- (d) The Owners and the Village may maintain and update in a separate document containing additional terms of reference that are intended to communicate the Village's requirements and expectations with respect to any of the Owners' commitments in this Agreement. These terms of reference are not intended to vary or supplement the terms of this Agreement, but to provide the parties with

an early opportunity to identify areas of disagreement or concerns with reasonableness, which may then inform an amendment to this Agreement.

2.3. Phased Development

2.3.1 The Owners agree to:

- (a) Develop the Lands substantially in conformance to the Phasing Plan, which is intended to provide a conceptual framework illustrating the general sequencing of the Development, including the maximum unit thresholds for each Phase, the allocation of the Development Cap between the Phases and the associated infrastructure and access triggers for each Phase as a part of the overall Development;
- (b) confirm with the Village, prior to any application to Develop within Phase 1, whether the Owners will undertake a Preliminary Subdivision, and if:
 - (i) they do, the configuration of the Preliminary Subdivision will create new lots that will allow the Village to consider every application for an internal subdivision within a Phase as part of a comprehensive development that is part of both the Phase and the Development, including the ability to apply the Technical Reports and Plans to the entirety of a Phase irrespective of each Owner's interest; and
 - (ii) if they do not, the Village has no obligation to consider an application for an internal subdivision within a Phase that is not coordinated in a manner that allows the Village to apply the Technical Reports and Plans to the entirety of a Phase irrespective of each Owner's interest;
- (c) deliver as part of Phase 1 key enabling infrastructure and amenities necessary to support the Development, including the water reservoir and initial park and trail improvements, as further described in this Agreement and shown on the Phasing Plan;
- (d) incorporate into each Phase the specific requirements imposed in Part 3 of this Agreement or arising out of recommendations from any information required from the Owners in accordance with Part 3 of this Agreement;
- (e) construct or secure the construction of all works, services, park improvements, environmental protection measures, and other obligations required under this Agreement for each Phase prior to final subdivision approval or issuance of building permits within that Phase; and
- (f) ensure that there is sufficient legal protections or property rights (which may include dedication of land, statutory rights or way, easements or other interests

in land) over the relevant portion of the Lands containing infrastructure or amenities required under this Agreement to preserve the ongoing operation, maintenance and repair of any such infrastructure and amenities required for a Phase which may include interests in land which will contain infrastructure or amenities for another Phase to eliminate risks associated with the abandonment of a subsequent Phase or Phases.

2.3.2 Notwithstanding any other provision of this Agreement, the Village agrees that each Owner will be entitled to apply for final subdivision of that portion of the Lands owned by that Owner (rather than all Owners making one application), provided that all conditions under this Agreement to the final subdivision of all of the Lands in that Phase are satisfied regardless of whether or not all of the Lands in that Phase are owned by the same Owner.

3. DEVELOPMENT FRAMEWORK AND PHASING

3.1. Compliance with Plans

- (a) The Owners shall Develop the Lands in substantial compliance with the Plans.
- (b) For the purposes of this section 3.1, “substantial compliance” means that the general layout, land use distribution, housing mix, road network, infrastructure systems, and amenity areas illustrated on the Plans shall be maintained.
- (c) Minor adjustments may be permitted to the satisfaction of the Village where such adjustments are required to accommodate subdivision design, detailed engineering, environmental protection measures, geotechnical recommendations, other technical requirements or compliance with applicable municipal bylaws and existing policies.

3.2. Phasing

- (a) The Owners shall Develop the Lands sequentially, starting with Phase 1 and followed by Phase 2 and followed by Phase 3.
- (b) Subject to section 3.3 (*Housing Distribution*) and section 1.3.2, the maximum number of dwelling units that may be constructed on the land comprising each Phase shall not exceed the following:
 - (i) Phase 1 – one hundred and fifty (150) total dwelling units;
 - (ii) Phase 2 – fifty (50) total dwelling units; and
 - (iii) Phase 3 – one hundred and twenty (120) total dwelling units.

- (c) For the purposes of calculating the maximum number of dwelling units permitted within each Phase under this Agreement, secondary suites permitted within single detached dwellings shall be counted as one (1) additional dwelling unit.

3.3. Housing Distribution

- (a) The distribution of dwelling unit types and density within each Phase shall occur in substantial compliance with the housing type distribution within each Phase, as illustrated on the Comprehensive Development Plan, except for minor adjustments in accordance with section 3.3(b).
- (b) Despite any other provision of this Agreement but subject to section 3.3(c), the Owners may apply to the Village for minor adjustments to the distribution of dwelling unit types and density within Phase 2 or Phase 3 and the Village may consent to such minor amendments if:
 - (i) the distribution of unit types within either Phase 2 or Phase 3 does not vary by not more than five percent (5%) of the number of each dwelling unit type illustrated on the Comprehensive Development Plan for that Phase;
 - (ii) the minor adjustment does not materially alter the intended housing mix illustrated on the Comprehensive Development Plan; and
 - (iii) the Development otherwise remains in substantial compliance with the Comprehensive Development Plan.
- (c) For certainty, minor adjustments do not include any changes to:
 - (i) the maximum number of dwelling units permitted within Phase 1;
 - (ii) the maximum number of dwelling units permitted in section 3.5(b) for townhouse units; or
 - (iii) the maximum gross density for the Development permitted by the Development Cap.

- (d) The Owners acknowledge that any material change to the distribution of housing types beyond the minor adjustments in accordance with section 3.3(b) within and between the Phases shall require approval by Council.

3.4. Roads, Infrastructure and Amenities

- (a) The Owners shall Develop the Lands such that the general location and configuration of public roads, strata roads, infrastructure works, parks, trails, and amenity areas is in substantial compliance with the Comprehensive Development Plan.
- (b) Minor adjustments to the alignment, configuration, or location of roads, infrastructure, parks, trails, or amenity areas may be permitted by the Village where such adjustments are reasonably required as a result of detailed engineering design, environmental protection measures, geotechnical recommendations, or field conditions encountered during subdivision or construction.
- (c) Such adjustments shall not materially alter the overall road network connectivity, servicing strategy, park system, or amenity framework illustrated on the Comprehensive Development Plan unless otherwise approved by the Village.

3.5. Development Cap

- (a) The Owners acknowledge and agree that the maximum number of dwelling units permitted on the Development Lands is the maximum permitted under the Rezoning Approval.
- (b) Notwithstanding section 3.5(a), the maximum development cap is three hundred and twenty (320) dwelling units in aggregate across the Development Lands, consisting of not more than one hundred and eighty-six (186) townhouse dwelling units, thirty-two (32) duplex dwelling units, fifty-one (51) single detached dwelling units, and fifty-one (51) secondary suites, generally as illustrated in the Comprehensive Development Plan. Amendments to the unit type distribution outlined in this Agreement may be accommodated as approved by the Village following the provisions of section 3.3 (*Housing Distribution*).
- (c) As a condition of the release of this Agreement from the Lands or a portion of the Lands, the Village may require one or more of the Owners to consent to the registration of a replacement Section 219 Covenant against the applicable portion of the Lands owned by that Owner in order to ensure that the limits on the number of dwelling units per type set out in section 3.5(b) are properly accounted for and the distribution is maintained within smaller portions of the Lands.

3.6. Accessible and Secondary Suite Housing Requirements

- (a) The Owners acknowledge and agree that:
 - (i) a minimum of five percent (5%) of the total dwelling units constructed within each Phase shall be designed and constructed as adaptable dwelling units in accordance with the accessibility provisions of the BC Building Code;
 - (ii) a minimum of ten percent (10%) of all single detached dwellings constructed within each Phase be designed and constructed to include a legal secondary suite in accordance with the Village of Anmore Zoning Bylaw and applicable provisions of the BC Building Code; and
 - (iii) the securing of adaptable dwelling units may not be deferred to later Phases without the prior consent of the Village.
- (b) Despite section 3.6(a), the Owners may elect to secure all adaptable dwelling units in Phase 1 and thereafter, Phase 2 and Phase 3 may be Developed without any adaptable dwelling units.
- (c) The required proportions of adaptable units and single detached dwellings containing secondary suites shall be secured within Phase 1 or each individual Phase of the Development and shall not be deferred to a subsequent Phase.
- (d) Prior to final subdivision approval or issuance of building permits within each Phase, the Owners shall demonstrate that the required number of adaptable units and single detached dwellings containing secondary suites are secured within that Phase through covenants on title or otherwise to the satisfaction of the Village.

3.7. Parkland Dedication and Open Space

- (a) The Owners shall dedicate to the Village those lands generally identified on the Comprehensive Development Plan as “Park” and “Open Space” upon final subdivision of each Phase involving such lands.
- (b) Prior to the dedication of any parkland, the Owners shall remove, decommission, or otherwise address, to the satisfaction of the Village, any existing infrastructure located on the lands proposed for dedication, including any redundant, obsolete, or deficient stormwater infrastructure.
- (c) For each Phase, the Owners shall provide the Village with a detailed Park Landscape Plan prepared by a Landscape Architect and thereafter construct, install or cause to be constructed or installed the park amenities generally identified on the Park Plan to the standards satisfactory to the Village. The standards satisfactory to the Village shall include, at a minimum, trails constructed to the Village standard identified in the Village of Anmore Parks

Master Plan, benches, recreational amenities, play structures, bear proof waste receptacles, bike racks, accessible public washroom, and lighting as indicated on the Park Plan and Parks Landscape Plan.

- (d) Notwithstanding the Owners obligations in this section 3.7, the Village may require the Owners to secure their obligations with respect to park construction works through a Works and Services Agreement with financial security prior to final subdivision approval, except that the Active Park will need to be constructed prior to issuance of any residential building permit.

3.8. Trails and Public Access

- (a) The Owners shall Develop the Lands in each Phase such that the trail network generally identified on the Plans for such Phase is constructed, installed or caused to be constructed or installed to standards satisfactory to the Village and consistent with the Green Space and Trails Plan.
- (b) Notwithstanding the Owners obligations in this section 3.8, the Village may require the Owners to secure their obligations with respect to trail construction through a Works and Services Agreement with financial security provided to the satisfaction of the Village.
- (c) For trails proposed to be located on private property, the Village may impose a condition on the Owners requiring the installation of appropriate fencing on property lines that border private property to a standard acceptable to the Village and secure public access by means of a right way prior to final subdivision approval.

3.9. Infrastructure and Servicing

- (a) The Owners shall Develop the Lands such that the following are constructed, installed or caused to be constructed or installed within each Phase with sufficient capacity for the entire Development:
 - (i) the watermain improvements in accordance with the Village of Anmore Water Master Plan and to the satisfaction of the Village; and
 - (ii) all roads generally in accordance with the alignments shown on the Road Network Plan and to standards satisfactory to the Village.
- (b) The Owners acknowledge that the detailed design of the infrastructure and servicing, which may be secured by way of a Works and Services Agreement pursuant to section 3.9(d), should reflect the following:
 - (i) where the extension of Wyndham Crescent is required to function as a secondary access route, based on considerations set out in the materials

provided by the Owners pursuant to section 3.13, and which for greater certainty may not be required if access to Charlotte Crescent is provided, the entirety of the Wyndham Crescent extension shall include the provision of pedestrian infrastructure such as a sidewalk (1 side of the road), multi-use pathway, and/or enhanced paved shoulder, generally located on one side of the roadway, as determined appropriate through detailed design, reflecting the standards of the Subdivision and Development Control Bylaw and to the satisfaction of the Village;

- (ii) any stormwater culverts and drainage main improvements along roads affected by development runoff must be designed and constructed to address capacity and condition deficiencies identified in the Village Stormwater Master Plan; and
 - (iii) where emergency vehicle access is required to satisfy the Village Subdivision and Development Control Bylaw, the construction of the emergency access may be located in accordance with one of the options identified in the Emergency Access Plan to allow emergency evacuation from Road A to Port Moody, which emergency access road shall be constructed at the sole expense of the Owners in accordance with the City of Port Moody's Subdivision and Development Services Bylaw and the Village's Subdivision and Control Bylaw, as applicable.
- (c) The Owners shall provide statutory rights-of-way and easements necessary to accommodate municipal infrastructure and access to infrastructure located on private property within or outside the Phase.
- (d) Notwithstanding the Owners obligations in this section 3.9, the Village may require the Owners to secure their obligations with respect to the design and construction of all required infrastructure works through a Works and Services Agreement with financial security provided to the satisfaction of the Village.

3.10. Kinsey Drive and Ridge Mountain Drive Improvements

- (a) Prior to commencement of subdivision servicing or construction activities on the Development Lands, the Owners shall undertake such improvements to Kinsey Drive and Ridge Mountain Drive as may be required to safely accommodate construction traffic associated with the Development, to the satisfaction of the Village's Engineer. Such improvements may include, but are not limited to, asphalt strengthening, localized asphalt repairs, road widening, drainage improvements, shoulder stabilization, or other works necessary to safely convey construction vehicles and to protect Village infrastructure and adjacent properties.
- (b) All required improvements shall be designed and constructed at the Owners' cost and to the satisfaction of the Village Engineer.
- (c) Prior to issuance of final subdivision approval for a Phase, the Owners shall undertake roadway improvements to Kinsey Drive and Ridge Mountain Drive to the satisfaction of the Village Engineer. Such improvements shall include a final asphalt overlay or additional asphalt uplift of the roads, or such other roadway improvements as determined by the Village Engineer, to address deterioration associated with construction activities and to ensure the roadway meets the Village's roadway standards.
- (d) All required improvements shall be completed at the Owner's cost and to the satisfaction of the Village Engineer.
- (e) Notwithstanding the Owners obligations in this section 3.10, the Village may require the Owners to secure their obligations with respect to the design and construction of all required improvements to Kinsey Drive and Ridge Mountain Drive through a Works and Services Agreement with financial security provided to the satisfaction of the Village.

3.11. Water Reservoir and Fire Flow Provision

- (a) As Part of Phase 1, the Owners shall design and construct a water reservoir and associated water supply infrastructure necessary to provide fire flow and domestic water supply for the development in accordance with the Anmore Subdivision Development Control Bylaw and to the satisfaction of the Village.
- (b) The water reservoir and associated infrastructure shall be operational prior to final subdivision approval or issuance of building permits within Phase 1.
- (c) The reservoir shall be designed and sized by a qualified professional engineer to provide adequate fire flow and water supply capacity for the Development based on the Development Cap and applicable municipal and fire protection standards.

- (d) The reservoir shall be designed with sufficient storage capacity to service the maximum development capacity permitted for the Development Lands.
- (e) The Village reserves the right to increase the sizing of the reservoir to meet Village needs beyond the site requirements, with the additional cost for such upsizing to be borne by the Village, provided that the Village delivers written notice to the Owners that it is exercising this right to increased sizing by no later than 90 days after the acceptance of a complete subdivision application for Phase 1, including a relevant design, assessments and modelling, and if such notice is not received by the Owners by such date the Village will have no further rights in this regard.
- (f) The design and operation of the reservoir and associated water supply infrastructure shall be undertaken in coordination with the City of Port Moody and shall satisfy the requirements of the water servicing arrangements between the Village of Anmore and the City of Port Moody, including the Anmore - Port Moody Water Sharing Agreement.
- (g) Notwithstanding the Owners obligations in this section 3.11, the Village may require the Owners to secure their obligations with respect to the design, construction and commissioning of a water reservoir and associated infrastructure through a Works and Services Agreement with financial security provided to the satisfaction of the Village.

3.12. Compliance with Technical Reports

- (a) The Owners shall Develop the Lands in accordance with all recommendations, mitigation measures, monitoring requirements, and maintenance provisions contained in the Technical Reports to the satisfaction of the Village.
- (b) As a condition of approval of an application to Develop the Lands, or as a condition of the Village's consent to the release of this Agreement from the Lands or a portion of the Lands, the Village may require an Owner to provide a replacement Section 219 Covenant registered against the applicable portion of the Lands owned by such Owner securing its obligations with respect to any recommendations, mitigation measures, monitoring requirements, and maintenance provisions applicable to such portion of the Lands in the most recent versions of Technical Reports.

3.13. Professional Reports and Implementation of Recommendations

Prior to any approval to Develop Phase 1, except for the Preliminary Subdivision, the Owners will submit to the Village the following plans, assessments or reports for the entire Development to assist the Village in determining the specific requirements of each Phase, all to the satisfaction of the Village:

- (a) Environmental Impact Assessment;
- (b) Geotechnical Analysis;
- (c) Arborist Report;
- (d) Tree and Natural Vegetation Management Plan;
- (e) where tree retention areas are proposed on the Development Lands, a Windthrow Risk Assessment;
- (f) Onsite Wastewater Servicing Assessment;
- (g) Onsite Wastewater Maintenance Plan;
- (h) Hydrogeological Analysis including Septic Cumulative Impact Assessment;
- (i) Integrated Storm Water Management Plan;
- (j) Road Network Plan;
- (k) Lot Grading Plan;
- (l) Site Servicing Plan;
- (m) Driveway Location Plan;
- (n) Building Area Plans(s);
- (o) water modeling and demand analysis;
- (p) Archeological Overview Assessment; and
- (q) Fire Truck Access Plan; and
- (r) Landscape Plan.

3.14. **Integrated Stormwater Management Plan**

- (a) Each Phase must be designed to include the stormwater detention facilities contemplated by the Integrated Stormwater Management Plan.
- (b) Notwithstanding the requirements of the Subdivision and Development Control Bylaw, the Owners shall ensure that all stormwater detention facilities are designed such that:
 - (i) the primary spillway accommodates post-development runoff from a ten-year storm event;
 - (ii) the emergency spillway accommodates post-development runoff from a one-hundred-year storm event;

- (iii) there is a suitable Stormwater Treatment Plan, as determined by the Village, for any stormwater entering the stormwater detention facilities; and
 - (iv) discharge paths from detention facilities to receiving environments to be adequately protected from erosion.
- (c) As a condition of the release of this Agreement from the Lands or a portion of the Lands, the Village may require an Owner to provide a replacement Section 219 Covenant registered against the applicable portion of the Lands owned by such Owner securing its obligations with respect to the implementation, operation, and maintenance of all stormwater infrastructure and adherence to the approved Stormwater Management Plan with respect to such portion of the Lands only.

3.15. Environmental Impact Assessment

- (a) The Village may require the Owners to prepare and submit an updated Environmental Impact Assessment for the portions of the Lands involved in Phase 2 and Phase 3.
- (b) If required, the updated Environmental Impact Assessment shall be submitted to and accepted by the Village prior to final subdivision approval within each Phase.
- (c) As a condition of the release of this Agreement from the Lands or a portion of the Lands, the Village may require an Owner to provide a replacement Section 219 Covenant registered against the applicable portion of the Lands owned by that Owner securing its obligations only with respect to such portion of the Lands to secure to the satisfaction of the Village:
 - (i) the implementation of the recommendations and mitigation measures contained in the approved Environmental Impact Assessment and the ongoing compliance with such measures; and
 - (ii) all Streamside Protection and Enhancement Areas and other watercourse protection measures contemplated by this Agreement or otherwise identified in the Environmental Impact Assessment.
- (d) The Owners shall adhere to all applicable Provincial and Federal requirements regarding watercourse protection, watercourse crossings, habitat protection, and watercourse relocation.
- (e) The Owners acknowledge that a Watercourse Development Permit is required in addition to the obligations secured in this Agreement.

- (f) Within each Phase while being Developed, the Owners shall construct and maintain a cedar post and split rail fencing with wire mesh backing and educational signage along watercourse protection areas and ecological protection areas to prevent disturbance.

3.16. Arborist Assessment and Tree Management Plan

- (a) Prior to Subdivision approval for each Phase, other than the Preliminary Subdivision, the Owners shall submit a Tree and Natural Vegetation Management Plan with respect to the portion of the Lands being Developed in that Phase, in accordance with the Village of Anmore Tree Management Bylaw, to the satisfaction of the Village.
- (b) The Owners acknowledge and agree that approval of a subdivision plan for any Phase does not authorize the clearing of trees or vegetation within that Phase and that the cutting down of trees is subject to approval through a separate permitting process, which as of the date of this Agreement is the Tree Management Bylaw.
- (c) Notwithstanding the ability to apply for a tree cutting permit under the Tree Management Bylaw, the Owners acknowledge and agree that all residential lots created within a Phase shall remain in substantially their natural state following subdivision approval until building on residential lots is imminent, as demonstrated by the issuance of a building permit. For certainty, “substantially” in this section 3.16 means the retention of 50% or more of the original trees on each proposed residential lot.
- (d) The Owners acknowledge and agree that their obligation to keep the residential lots in substantially their natural state has been imposed to allow the Development to proceed in a manner that minimizes tree removal, land clearing, excessive grading, or other environmental disturbances. Notwithstanding this intention, the Owners may seek and the Village may issue tree cutting permits independent of a building permit approval to facilitate marketing of residential lots or the construction of any works associated with approved lot servicing, drainage, erosion and sediment control measures, and any other works expressly authorized by the Village.
- (e) The Village may require as a condition of a tree cutting permit that the Owners carry out tree cutting in accordance with the approved Tree and Natural Vegetation Management Plan.
- (f) The Tree Management Plan shall be informed by a detailed Arborist Report and the recommendations of the Wildfire Hazard Assessment included in the Technical Report.

- (g) The Tree and Natural Vegetation Management Plan shall identify, at a minimum:
 - (i) tree retention areas;
 - (ii) individual trees to be retained;
 - (iii) vegetation protection areas and tree protection zones;
 - (iv) trees proposed for removal including the identification of hazardous trees;
 - (v) tree replacement and replanting requirements;
 - (vi) construction protection measures to be implemented in the CEMP; and
 - (vii) the requirements set out in sections 3.16(c) and (d) apply until such time as more specific tree cutting permits have been issued for the residential lot, based on the building envelope that is proposed for each residential lot, in accordance with the Tree Management Bylaw.
- (h) The Owners shall register, at the time of subdivision, a restrictive covenant in favour of the Village on each residential lot requiring future development of the lot to be undertaken in accordance with the approved Tree and Natural Vegetation Management Plan and the Village of Anmore Tree Management Bylaw.
- (i) The Owners shall not Develop the Lands for the applicable Phase until the Tree and Natural Vegetation Management Plan has been approved and tree removal authorization has been issued by the Village.

3.17. Wildlife and Species Protection

- (a) Prior to issuance of building permits for Phase 1 and for each subsequent Phase, the Owners shall complete the following with respect to the portion of the Lands being Developed in that Phase:
 - (i) a BC Conservation Data Centre database search for species at risk; and
 - (ii) surveys for protected species and breeding or migratory birds in accordance with applicable Provincial and Federal legislation.
- (b) As a condition of the release of this Agreement from the Lands or a portion of the Lands, the Village may require an Owner to provide a replacement Section 219 Covenant registered against the applicable portion of the Lands owned by such Owner securing its obligations with respect to the implementation of mitigation measures identified through such surveys with respect to such portion of the Lands only.

3.18. Construction Environmental Management Plan

- (a) Prior to any site disturbance for Phase 1 and for each subsequent Phase, the Owners shall prepare a Construction Environmental Management Plan with respect to the portion of the Lands being disturbed by that Phase.
- (b) The Construction Environmental Management Plan shall incorporate erosion and sediment control plans and shall include the use of real-time water quality monitoring systems/facilities to the satisfaction of the Village, including the name and qualifications of the provider of the real-time water monitoring systems/facilities, who must be approved by the Village.
- (c) The Owners acknowledge and agree that any construction undertaken in contravention of the Construction Environmental Management Plan may be subject to a notice to comply issued by the Village pursuant to Village of Anmore Erosion and Sediment Control Bylaw No. 547, 2016, which notice to comply may direct the Owner(s) to cease construction until the construction is brought into compliance with the Construction Environmental Management Plan and, where necessary, to remediate any damage caused by the non-compliance.

3.19. Architectural and Landscape Guidelines

- (a) The Development should adhere to the Architectural and Design Guidelines.
- (b) As a condition of the release of this Agreement from the Development Lands or a portion of the Development Lands, the Village may require an Owner to provide a replacement Section 219 Covenant registered against the applicable portion of the Lands owned by such Owner securing for the Phase:
 - (i) the Architectural and Design Guidelines or other similar guidelines addressing building form, building size, building orientation and architectural character, building materials, siting, grading, and landscaping; and
 - (ii) the Landscape Plan,

with respect to such portion of the Lands only.

3.20. Fire Protection Measures

- (a) The Owners shall install interior fire sprinkler systems in every dwellings within the Development to address water supply limitations, steep road grades, and emergency access considerations.
- (b) The Owners acknowledge and agree that the Village encourages fire resistant building materials for exterior cladding and roofing materials.

3.21. Road Access and Strata Road Restrictions

As a condition of the release of this Agreement from the Lands or a portion of the Lands, the Village may require an Owner to provide a replacement Section 219 Covenant registered against the applicable portion of the Lands owned by such Owner prohibiting the installation of gates on any strata roads proposed to be located on such Development Lands and a statutory right of way permitting public access on such strata roads, with respect to such portion of the Lands only.

4. NO BUILD COST RECOVERY

- (a) The Owners shall not Develop the Lands in a particular Phase unless and until it has paid of all applicable fees to the Village for that Phase, as applied and outlined in the Anmore Fees and Charges Bylaw No. 608-2019, as well as all costs associated with any additional approvals required to facilitate subdivision (e.g. Development Permit, Development Variance Permit).
- (b) Within a reasonable time upon receipt of a written request by the Village, the Owners shall reimburse the Village for the cost incurred by the Village following its purchasing policies for an independent third-party review of any reports submitted in support of the Development, that the Village elects, in its sole and absolute discretion, to have reviewed, including but not limited to Integrated Stormwater Management Plans, water system modelling, geotechnical and hydrogeological assessments, hydrologic modelling, septic cumulative impact assessment and detailed septic system design plans.

5. COMMUNITY AMENITY CONTRIBUTION

- (a) As part of the Owners' application to Council for the Rezoning Approval, the Owners acknowledge and agree that they committed to providing a voluntary financial contribution of \$2,041,000 toward community amenities ("**CAC**").
- (b) It is a material condition of this Agreement that the CAC is received by the Village's solicitors, in trust, within thirty (30) days of adoption of the Rezoning Approval and failure to make such payment means that section 2.2 of this Agreement operates to prohibit the Development.
- (c) Time is of the essence with respect to section 5(b).
- (d) Nothing in this section 5 prevents the Village from exercising any of its powers pursuant to sections 472 (*official community plan*) or 479 (*zoning bylaw*) of the *Local Government Act*.

6. INDEMNIFICATION

- 6.1. As an indemnity pursuant to section 219(6) of the *Land Title Act*, the Owners agree to release, indemnify, defend and save harmless the Village and its elected officials, officers, servants, agents, and employees (the "**Protected Parties**") against all

Claims and Expenses arising out of, in any way related to, or that would not or could not be sustained but for, the following:

- (a) this Agreement, including but not limited to the exercise by any of the Protected Parties of any rights pursuant to this Agreement, or any restrictions imposed pursuant to this Agreement;
- (b) the Owners complying with this Agreement, including the inability of a single owner to proceed with a Phase or a part of the Development because of the actions or inactions of another owner;
- (c) the Owners defaulting on its obligations under this Agreement; and
- (d) the approval or rejection by any of the Protected Parties of any permit or authorization on the Lands pursuant to this Agreement,

except to the extent resulting from the negligence or wilful misconduct of any of the Protected Parties or persons for whom the Village is responsible at law.

- 6.2. The obligations of the Owners set out in sections 6.1 will survive termination of this Agreement, provided that the Owners will not be liable for failing to comply with any obligations set out in this Agreement, or any Losses incurred or sustained by the Protected Parties, relating or arising in relation to any period after which such Owner ceases to be the owner of the Lands or relevant portion thereof.

7. DEFAULT AND REMEDIES

The Owners acknowledge and agree that the Village may:

- (a) enforce the terms of this Agreement as described in section 2.2;
- (b) claim any amounts owed under this Agreement as a debt due to the Village, and that the unpaid amounts constitute liquified damages; or
- (c) seek an order for specific performance, or a prohibitory or mandatory injunction in order to compel performance of the Owner's obligations in this Agreement.

No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

8. GENERAL

- 8.1. **Legal Fees:** Within a reasonable time upon receipt of a written request by the Village, the Owners shall reimburse the Village for all reasonable legal fees, including charges and disbursements incurred by the Village in connection with the drafting, negotiating

and registering of this Agreement and any subsequent amendments in the Land Title Office.

8.2. **Priority.** The Owners will take all steps necessary to ensure that this Agreement is registered in the Land Title Office in priority to all charges and encumbrances that would be reasonably likely to impair the covenants granted in this Agreement, and in any event, in priority to all financial charges save and except for those in favour of the Village or specifically approved in advance in writing by the Village.

8.3. **Village's Powers Unaffected.** This Agreement does not:

- (a) affect, fetter, or limit the discretion, rights, duties, or powers of the Village or the council of the Village under any enactment or at common law, including any enactment relating to the use or development of the Lands such as subdivision, development permits, or building permits;
- (b) impose on the Village any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
- (c) affect or limit any enactment relating to the use or subdivision of the Lands; or
- (d) relieve the Owners from complying with any enactment, including in relation to the use or subdivision of the Lands.

8.4. **Agreement for Benefit of Village Only and Discharges.** The Owners and the Village agree that:

- (a) this Agreement is entered into only for the benefit of the Village;
- (b) this Agreement is not intended to protect the interests of the Owners, or any member of the public; and
- (c) the Village may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owners.
- (d) the Village will execute and deliver to the Owners or applicable Owner a release and discharge of this Agreement in registerable form:
 - (i) if the Rezoning Approval is not granted; and
 - (ii) as against any portion of the Lands following the completion of a Phase upon Subdivision thereof, subject to any requirement to register a replacement covenant under sections 3.5(c), 3.12(b),

3.14(c), 3.15(c), 3.16(h), 3.17(b), 3.19(b) and 3.21, as applicable.

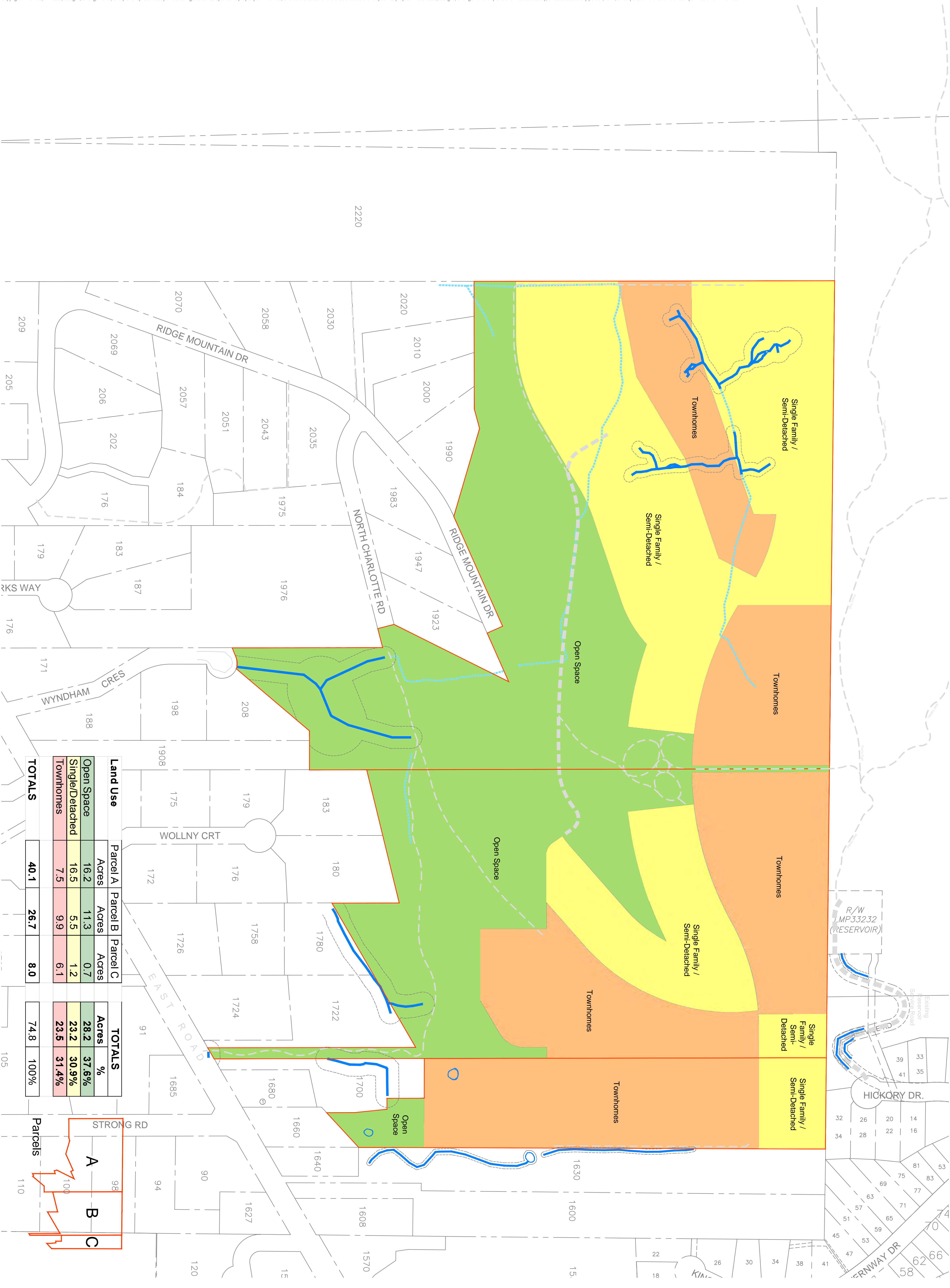
- 8.5. **Inspection.** The Village is not obligated to inspect the Lands or to otherwise ensure compliance with the Agreement nor does an enforcement for the purposes of verifying compliance compel the Village to remedy any default of this Agreement.
- 8.6. **No Public Law Duty.** Except where this Agreement contemplates the Village or a designated or statutory officer of the Village exercising a public law authority, the Owners agree that the Village is under no public law duty of fairness or natural justice with respect to its exercise of any contractual rights and remedies and agrees that the Village may do any of those things in the same manner as if it were a private party and not a public body.
- 8.7. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.
- 8.8. **Waiver.** All remedies of the Village may be exercised by the Village in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the Village exercising any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.
- 8.9. **Sole Agreement.** This Agreement, and any documents signed by the Owners contemplated by this Agreement, represents the whole agreement between the Village and the Owners respecting the payment of the financial obligations described herein, and there are no warranties, representations, conditions, or collateral agreements made by the Village, except as set forth in this Agreement.
- 8.10. **Further Assurance.** Upon request by the Village, the Owners will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the Village to give effect to this Agreement.
- 8.11. **Enuring Effect.** This Agreement will extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 8.12. **Covenant Runs with the Lands.** This Agreement burdens and runs with the Lands and every parcel into which it is Subdivided. Until discharged, all of the covenants and agreements contained in this Agreement are made by the Owners for themselves, their personal administrators, successors, and assigns, and all persons who after the date of this Agreement, acquire an interest in the Lands.
- 8.13. **Limitation on Owner's Obligations.** Subject to section 8.16, the Owners are only liable for breaches of this Agreement that occur while the Owners are the registered owner of the Lands, provided however that notwithstanding that an Owner is no

longer the registered owner of the Lands, that Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lands.

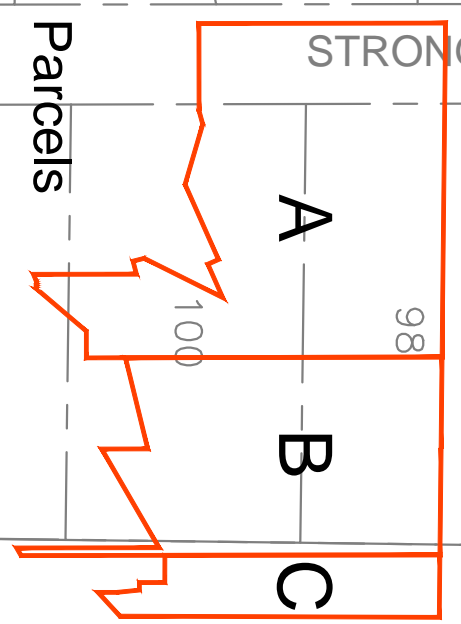
- 8.14. **Applicable Law.** Unless the context otherwise requires, the laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia. Without limiting the above, in the event of any conflict between any provision of this Agreement and the Residential Tenancy Act, this Agreement is without effect to the extent of the conflict.
- 8.15. **Deed and Contract.** By executing and delivering this Agreement, the Owners intend to create both a contract and a deed executed and delivered under seal.
- 8.16. **Joint and Several.** The covenants, agreements, and obligations of the Owners shall be joint and several. The Owners have elected to pursue the Development while the Lots have different registered owners, and it is sole responsibility of the Owners to organize their business affairs and to coordinate with each other for the purpose of satisfying their collective obligations under this Agreement.
- 8.17. **Counterparts and Electronic Delivery.** This Agreement may be executed in any number of counterparts and delivered via e-mail, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument, provided that any party delivering this Agreement via e-mail will deliver to the other party an originally executed copy of this Agreement forthwith upon request by the other party.
- 8.18. **Decisions by Village.** All consents, approvals, determinations and decisions to be made by or on behalf of the Village under this Agreement will be made by the approving officer and/or the manager of development services.

IN WITNESS OF THIS AGREEMENT the Village and the Owners have executed this Agreement by signing the Form C - General Instrument - Part 1 or the Form D - Executions Continued attached hereto.

SCHEDULE A:
CONCEPTUAL LAND USE PLAN



Land Use	Parcel A			Parcel B			Parcel C			TOTALS		
	Acre	Acres	%	Acre	Acres	%	Acre	Acres	%	Acre	Acres	%
Open Space	16.2	11.3	0.7	28.2	37.6%							
Single/Detached	16.5	5.5	1.2	23.2	30.9%							
Townhomes	7.5	9.9	6.1	23.5	31.4%							
TOTALS	40.1	26.7	8.0	74.8	100%							



EKISTICS

Town Planning

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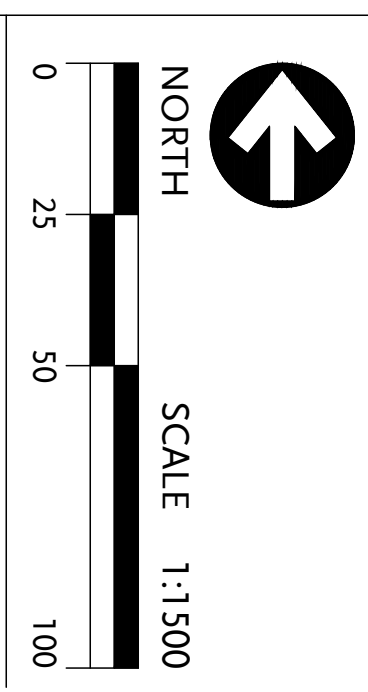
- Subject Sites
- Open Space
- Single Family / Semi-Detached
- Townhomes

- Trails
- Waterway to Remain
- - - Waterway to Relocate

REZONING APPLICATION NOT FOR CONSTRUCTION

REV	DESCRIPTION	DATE
1	Rezoning Addendum 1	June 27, 2024
2	Rezoning Addendum 2	April 22, 2025
3	Rezoning Addendum 3	July 3, 2025
4	Rezoning Addendum 4	July 16, 2025
5	Rezoning Addendum 5	November 3, 2025
6	Rezoning Addendum 6	December 12, 2025
7	Rezoning Addendum 7	March 6, 2026

DATE: December 19, 2023
PROJECT NUMBER: EH01

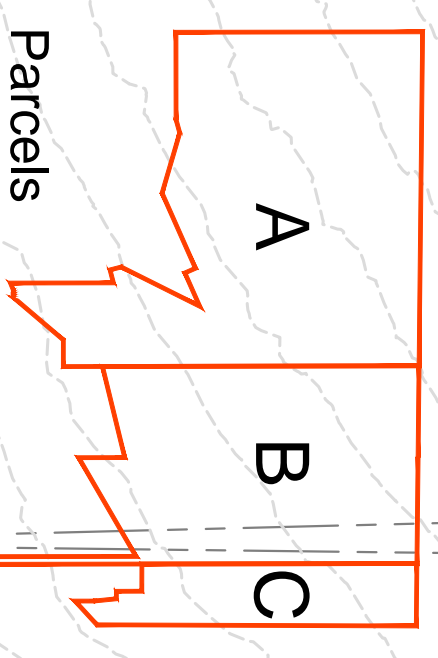
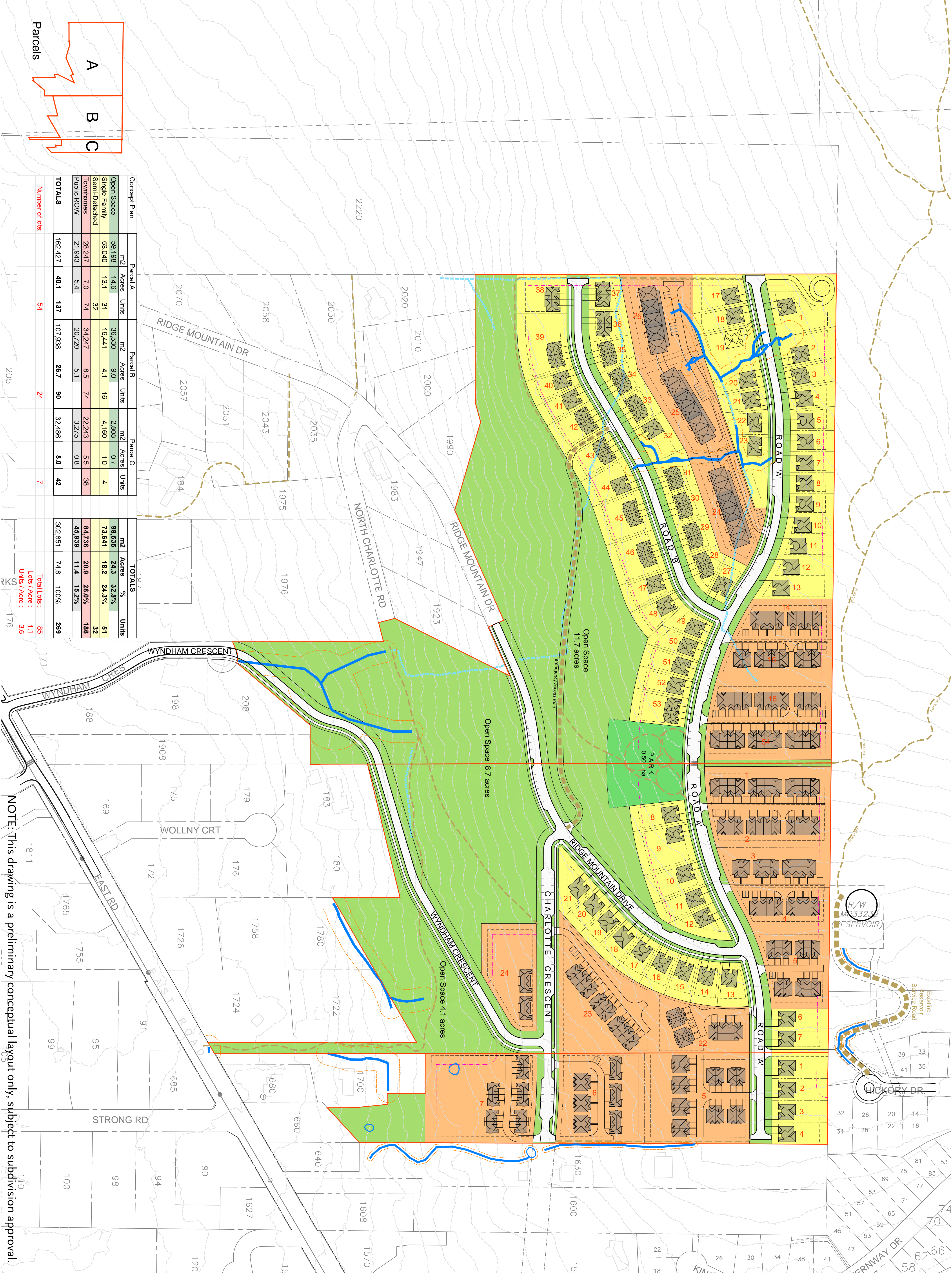


PINNACLE RIDGE HILLSIDE ANMORE, BC

COMPREHENSIVE DEVELOPMENT ZONE PLAN

RZ-1

SCHEDULE B:
COMPREHENSIVE DEVELOPMENT PLAN



Concept Plan	Parcel A	Parcel B	Parcel C	TOTALS
Open Space	m2 59,198 Acres 14.6	m2 36,530 Acres 9.0	m2 2,808 Acres 0.7	m2 98,535 Acres 24.3
Single Family	53,040	16,441	4,160	73,641
Semi-Detached	28,247	34,247	22,243	84,736
Townhomes	21,943	20,720	3,275	45,939
Public ROW	5.4	5.1	0.8	11.4
TOTALS	162,427	107,938	32,486	302,851
Number of lots:	40	137	28	205
Units	137	90	42	269
Units / Acre:	3.2	1.1	6.0	2.6
Units / Acre:	1.1	1.1	3.6	1.1
Units / Acre:	1.1	1.1	3.6	1.1

NOTE: This drawing is a preliminary conceptual layout only, subject to subdivision approval.

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Town Planning

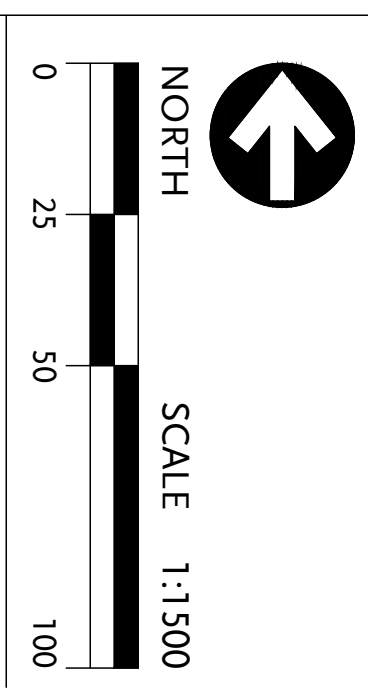
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 ekistics.ca

- Subject Sites
- Open Space
- Single Family / Semi-Detached
- Townhomes
- Public R.O.W.
- Trails
- Waterway to Remain
- Waterway to Relocate
- 10m Forest Setback

REZONING APPLICATION NOT FOR CONSTRUCTION

REV	DESCRIPTION	DATE
1	Rezonning Addendum 1	June 27, 2024
2	Rezonning Addendum 2	April 22, 2025
3	Rezonning Addendum 3	July 3, 2025
4	Rezonning Addendum 4	July 16, 2025
5	Rezonning Addendum 5	November 3, 2025
6	Rezonning Addendum 6	December 12, 2025

DATE: December 19, 2023
 PROJECT NUMBER: EH01



PINNACLE RIDGE HILLSIDE

ANMORE, BC

PRELIMINARY CONCEPT PLAN

RZ-2

**SCHEDULE C:
GREEN SPACE AND TRAILS PLAN**

**SCHEDULE D:
PHASING PLAN**

EKISTICS

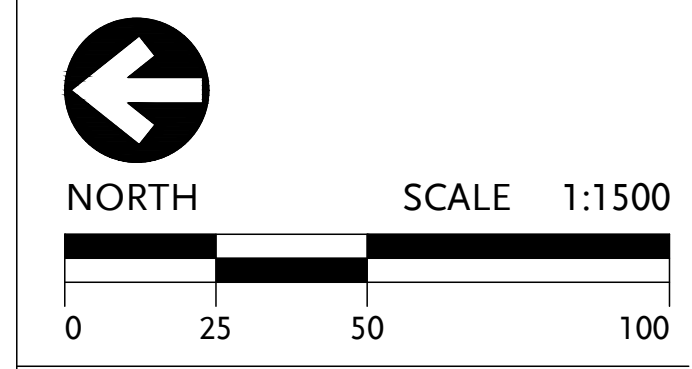
Town Planning

201 - 103 West 6th Avenue
 Vancouver, BC
 Canada, V5Y 1K3
 +1 604 739 7532
 ekistics.ca

- Subject Sites
- Existing Roads and Trails
- Phase 1
- Phase 2
- Phase 3
- Color by phase
- Public Roads
- Emergency Access Roads
- Alternate Road
- Individual Units
- Sidewalks
- Tertiary Trails
- Open Space Dedication

REV	DESCRIPTION	DATE
1	Phasing Exhibit Revisions	June 5, 2026
2	Phasing Exhibit Revisions	April 22, 2026
3	Rezoning Addendum 7	March 6, 2026
4	Rezoning Addendum 6	December 12, 2025
5	Rezoning Addendum 5	November 3, 2025
6	Rezoning Addendum 4	July 16, 2025
7	Rezoning Addendum 3	July 3, 2025
8	Rezoning Addendum 2	April 22, 2025
9	Rezoning Addendum 1	June 27, 2024

DATE: December 19, 2023
 PROJECT NUMBER: EH01



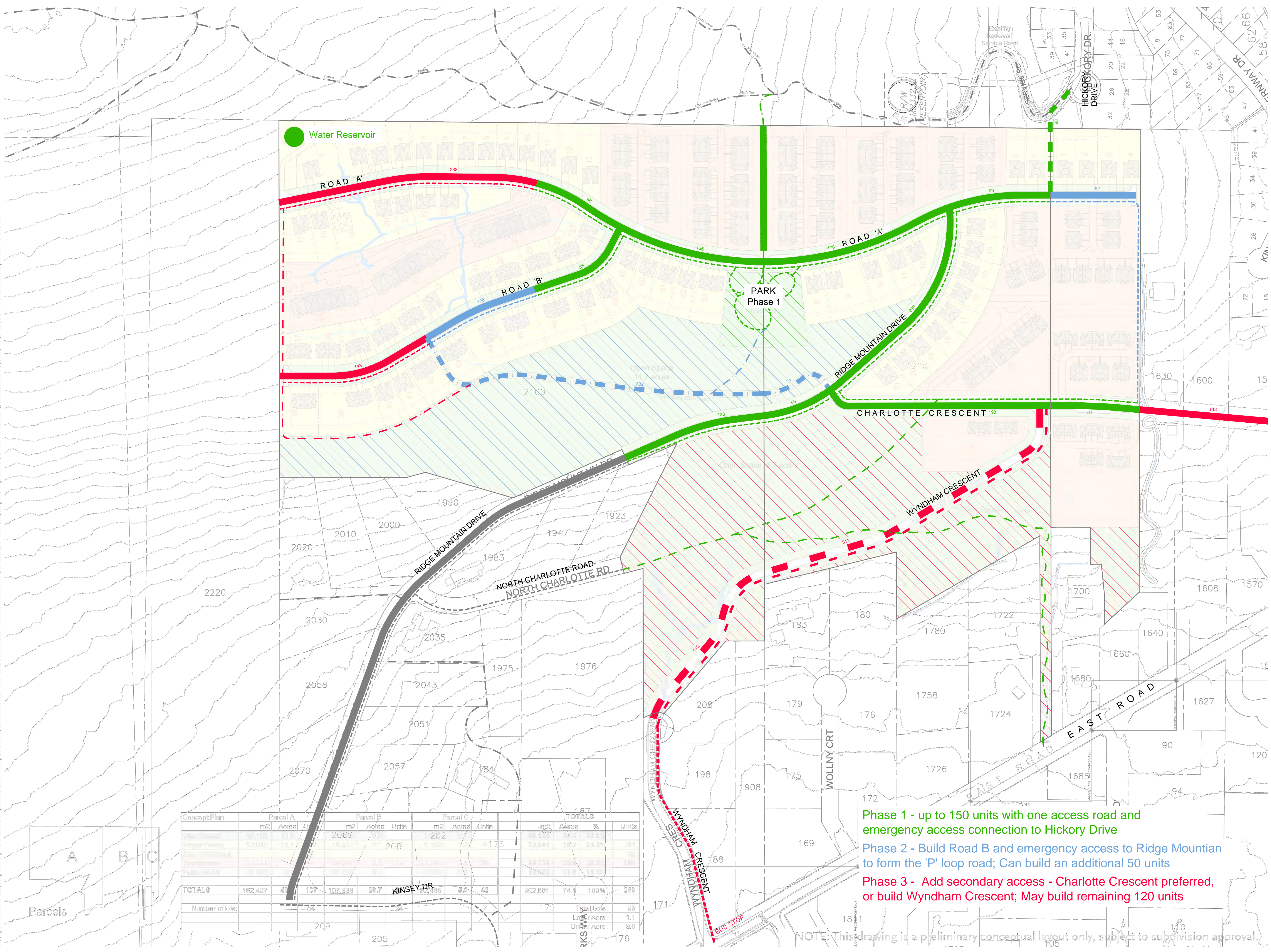
PINNACLE RIDGE HILLSIDE

ANMORE, BC

CONCEPTUAL PHASING PLAN

RZ-11

Beyer 05 June 2026 4:37pm \\EPV\F50\ETP_Works\EH01 - Village of Anmore Urban's Masterplan\CAD\06004-EH01-MasterPlan.dwg Layout = RZ-11
 Copyright EKISTICS. All ideas, designs, arrangements, and plans represented by this drawing are owned by and the property of EKISTICS, and were created for the exclusive use of the specified project. These ideas, designs, arrangements or plans shall not be used by, or disclosed to any person, firm, or corporation without the written permission of EKISTICS.

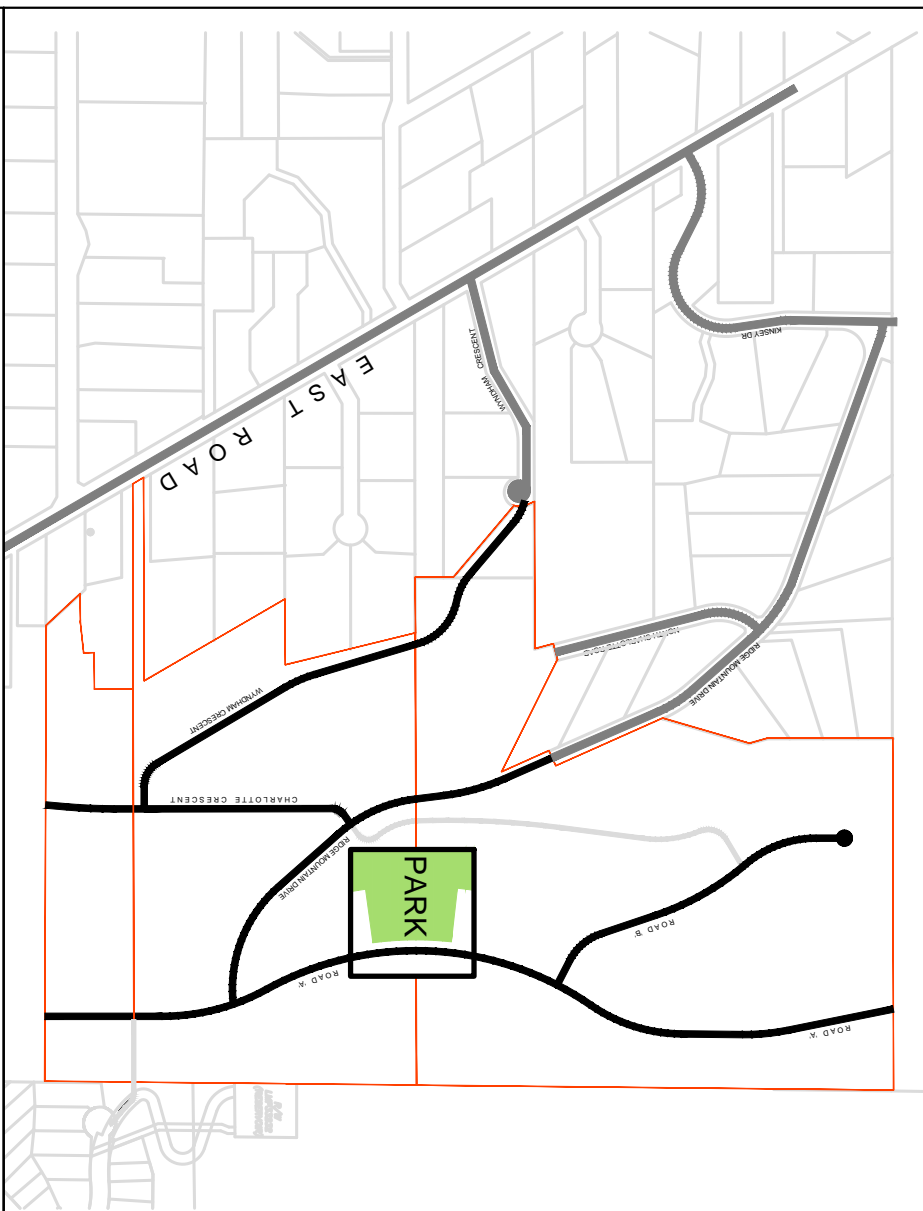


Concept Plan	Parcel A	Parcel B	Parcel C	TOTALS				
	m2	Acres	Units	m2	Acres	Units	%	Units
Units	118	206	202	526	12.0	526	100%	526
Area	118,000	18,000	202,000	438,000	10.0	438,000	100%	438,000
TOTALS	162,427	26.7	302,851	465,278	10.7	829	100%	829
Number of lots:	54	24	179	257		85		85
						1.1		1.1
						3.6		3.6

- Phase 1 - up to 150 units with one access road and emergency access connection to Hickory Drive
- Phase 2 - Build Road B and emergency access to Ridge Mountain to form the 'P' loop road; Can build an additional 50 units
- Phase 3 - Add secondary access - Charlotte Crescent preferred, or build Wyndham Crescent; May build remaining 120 units

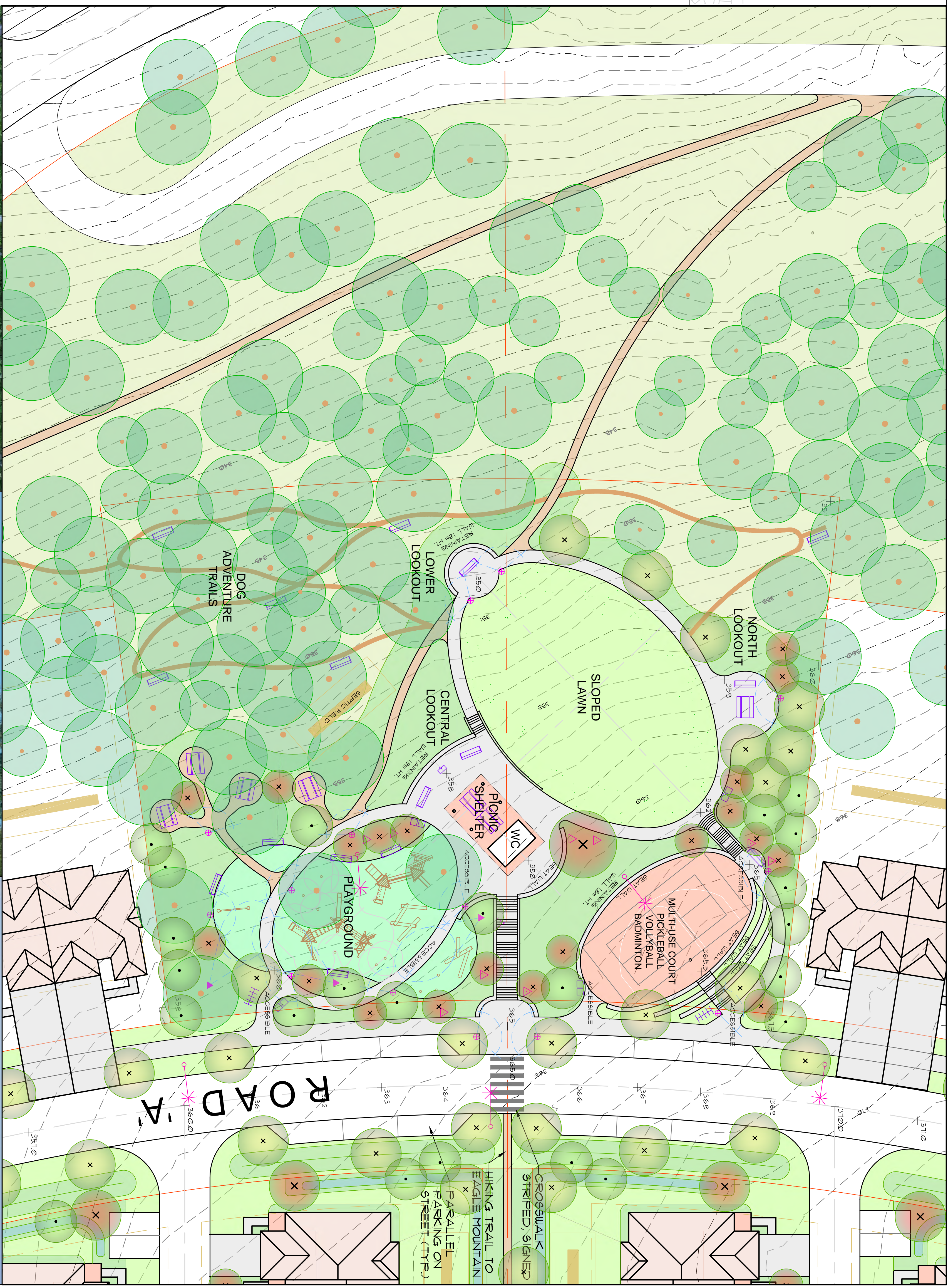
NOTE: This drawing is a preliminary conceptual layout only, subject to subdivision approval.

SCHEDULE E:
PARK PLAN



- ASPHALT PAVING
- CONCRETE WALK
- CONCRETE PAVERS
- PLAYGROUND SURFACE
- D.G. GRAVEL PATH
- EXISTING TREE
LOCATION TO BE VERIFIED
- DECIDUOUS TREE
Bigleaf Maple, Birch, Alder
- CONIFEROUS TREE
Red Cedar, Fir, Hemlock
- FEATURE TREE
Dogwood, Cherry, Hawthorn
- LAWN
- NATIVE SHRUB PLANTING
- UNDISTURBED FOREST
- BOLLARD LIGHT (H=1M)
- LANDSCAPE UPLIGHT
- LANDSCAPE DOWNLIGHT
- SIGN UPLIGHT
- STREET LIGHT
- PICNIC TABLE
- WOODEN BENCH
- BIKE RACK
- BBQ GRILL
- GARBAGE BIN

This concept plan is for discussion purposes only and reflects preliminary ideas for the neighborhood park. It will be refined based on site survey, tree locations, utilities, and municipal guidelines. Final design will incorporate feedback from the Parks & Recreation Committee and other community stakeholders.



MULTI-PURPOSUS BALL COURT



PICNIC SHELTER WITH WASHROOM



NATURE/ADVENTURE PLAY AREA

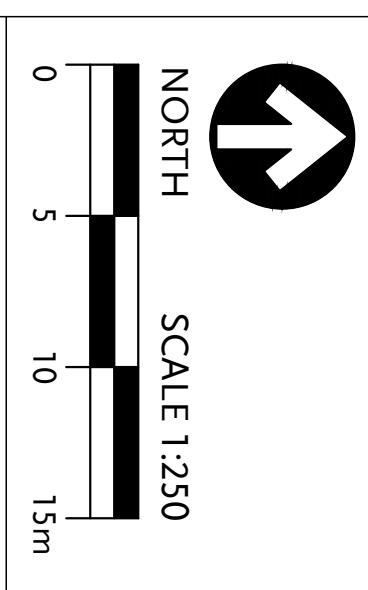
EKISTICS
 Landscape

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 Vancouver, BC
 Canada, V5T 1K3
 +1 604 739 7332
 Project Manager: Steven Beyer
 ekistics.com

REZONING APPLICATION
 NOT FOR CONSTRUCTION

REV	DESCRIPTION	DATE
1		
2		
3		
4		
5		

DATE: December 5, 2025
 PROJECT NUMBER: EH01
 DRAWN BY: STB
 CHECKED BY: STB



PINNACLE RIDGE PARK
 ANMORE, BC

CONCEPTUAL
 SITE PLAN

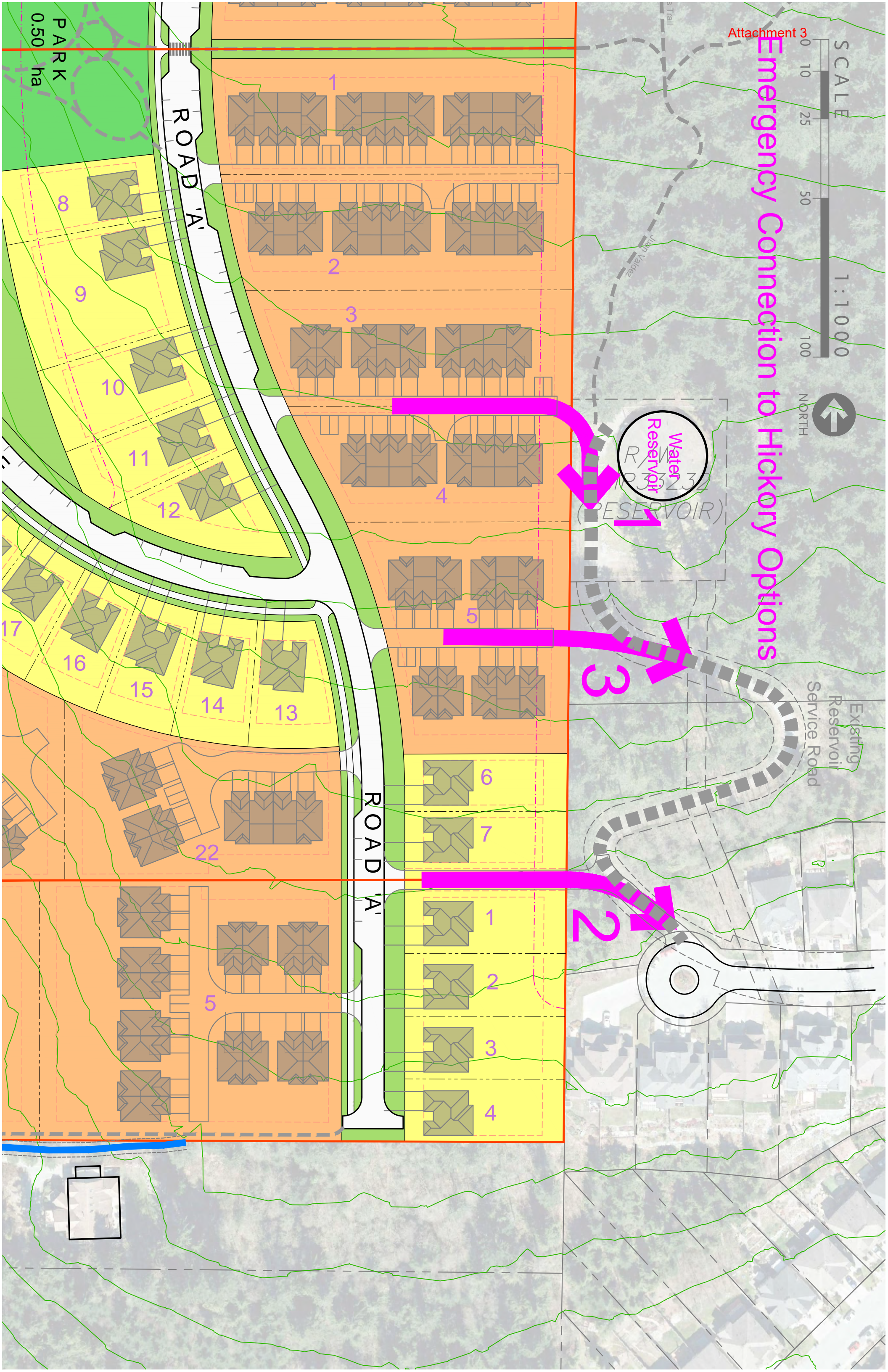
LA001

**SCHEDULE F:
EMERGENCY ACCESS PLAN**

SCALE
0 10 25 50 100
1 : 1 0 0 0



Emergency Connection to Hickory Options



PARK
0.50 ha

ROAD 'A'

ROAD 'A'

Water Reservoir

Existing Reservoir Service Road

1

3

2

1

2

3

4

5

6

7

1

2

3

4

8

9

10

11

12

17

16

15

14

13

22

5

SCHEDULE G:

**ARCHITECTURAL & DESIGN
GUIDELINES**



PINNACLE RIDGE HILLSIDE **DESIGN GUIDELINES**

JUNE 2026

ARCHITECTURAL REVIEW PROCESS

The Pinnacle Ridge Hillside Design Guidelines are intended to provide direction for site planning, architecture, landscape design, exterior materials, and other site improvements throughout the community. While consistency in overall neighbourhood character is encouraged, individual designs are also encouraged to respond to the unique conditions of each Homesite, including topography, views, vegetation, solar orientation, and adjacent development. The Guidelines are intended to support a high standard of design excellence reflecting Anmore's semi-rural character.

Prior to submitting for a Building Permit, all proposed buildings, landscape works, retaining walls, fencing, exterior lighting, and other improvements identified within these Guidelines shall receive Preliminary Approval by the following designated Architectural Control Reviewer to ensure substantial compliance with these Design Guidelines:

EKISTICS Town Planning, Steven Beyer or Ron Baerg

In addition to original construction, any subsequent improvements, replacements, repairs or alterations to a Lot shall be subject to design review and approval by the Architectural Control Reviewer, regardless of whether a Building Permit is required.

The Architectural Control Reviewer may consider minor variations or alternative design solutions where the overall intent and character of the neighbourhood is maintained.

These Guidelines are intended to complement, and not replace, applicable Village of Anmore bylaws, development permit requirements, engineering standards, and BC Building Code regulations.

These design guidelines shall have no further force or effect after twenty (20) years from the date of registration of these design guidelines in the Land Title Office and shall be considered discharged from all of the lots by the passage of time.

See Section 5 at the end of this document for review submittal details and Architectural Control Reviewer's contact information.





SITE DEVELOPMENT DESIGN GUIDELINES

In keeping with the vision for Pinnacle Ridge Hillside, the site development principles reflect a desire to:

- Respect and enhance Anmore's semi-rural character;
- Create indoor spaces that are natural extensions of the outdoors, and that take maximum advantage of the climate and hillside landscape;
- Use plants, landscape structures and architectural details that respect the local context and semi-rural character;
- Protect and enrich the natural terrain features of the site; and
- Utilize a site-adaptive approach that defines a building footprint by its shape from the natural form of the Homesite.





EASEMENTS AND STATUTORY RIGHTS OF WAYS

Easements, restrictive covenants, statutory rights of ways and other encumbrances on the Homesite are described in the purchase and sale agreement and review by the Architectural Control Reviewer may be required for improvements near these easements or statutory rights of ways.

SITE DRAINAGE

While rainwater drainage has been incorporated into the neighbourhood street design, individual properties must manage rainwater drainage within their Homesite.

Guidelines for rainwater management include capturing water as close to where it falls and preventing concentrated runoff and erosion. Homesites shall not divert stormwater to adjacent properties. Preserving natural drainage patterns is encouraged, where feasible, so as to safeguard existing hydrological functions.

Strategies for rainwater management may involve redirecting roof downspouts to street drainage or using splash pads to disperse water away from homes. Proper dispersal includes directing downspout water over permeable surfaces like lawns or gardens and utilizing pipes if the area around the downspout is paved.

SITE GRADING

While site grading has been incorporated into the neighbourhood design, individual properties must finalize the grading within their Homesite.

To preserve the local character, grading should mimic the variation of the surrounding hillsides and should direct water away from building or structure footings. Extensive grading, cutting and/or filling of Homesites, or alteration of grades in excess of 1.5 metres, will require review by the Architectural Control Reviewer prior to excavation.

Catch basins and drainage piping may be required for surface and roof drainage control. Compliance with the Village of Anmore's regulations is required for discharging pool or hot-tub filter backwash systems.

DRIVEWAYS

Driveways should be designed to minimize visual dominance and excessive paving. For driveways, preferred materials are integral-colour or stained concrete, textured integral-colour concrete, and/or masonry; asphalt finishes are not permitted. For Townhomes and Semi-detached homes, it is preferred all driveways use concrete pavers. Driveways must be a minimum of 600 mm (2 ft.) from the side lot line. All driveways within a lot should be the same material, color and finish. Owners are responsible for meeting the Village of Anmore's driveway grade and emergency vehicle access requirements. Also see Section 4 Landscape.

WALKWAYS

Walkways should be consistent in design with the driveway, and may be constructed of unit pavers, exposed aggregate, patterned concrete or poured in-place concrete and may incorporate brickwork or stone, either in the form of edge treatment, dividing lines, decorative panels, or as pads at the base of front steps. The front walkway must be at least 1m (3'-6" nominal) in width. Also see Section 4 Landscape.

EXTERIOR LIGHTING

The neighbourhood prioritizes preserving the dark night sky for residents and visitors to enjoy. To achieve this and to ensure adequate lighting is provided for the development, specific exterior lighting requirements are subject to review by the Architectural Control Reviewer.

The Village does not require street lighting, but lighting is recommended for minimum safety using rural-appropriate spacing consistent with TAC and IESNA guidelines for low-volume rural roads.

Use of energy-efficient exterior lighting systems, including daylight sensing automation and LED fixtures, is encouraged, especially for pedestrian safety.

SCREEN WALLS / FENCES

Screen walls or fences should complement the home's design. Use of screen or louvre sections is encouraged in walls to maintain connections to the street and allow for the play of light and air. Screen walls may not be used to delineate setback lines and/or property lines for long distances and must be attractive from both sides. They shall not exceed a height of 1.5m as measured from the adjacent finish grade.

Horizontal and vertical stepping and staggering of walls and screens is encouraged, with careful attention to the engagement of masses, the articulation of overlapping planes, and the stepping of wall heights.



All finish materials on screen walls and fences must comply with the Architectural Design Guidelines found in Section 3. Also see Section 4 Landscape. Chain link or other metal fences, railway or landscape ties, or diagonal lattice work shall not be permitted unless otherwise permitted by the Architectural Control Reviewer.

RECREATIONAL EQUIPMENT

Recreational equipment should be thoughtfully integrated into the site design and screened from prominent public view where practical. Sports Courts and Swimming pools are permissible, and to be constructed in backyards only.

RETAINING WALLS

Retaining walls may be desirable on lots that back onto slopes but should not mark setback lines and/or property lines for long distances. A single unbroken wall must not exceed 12m in length. When necessary to break up walls, the minimum wall to wall offset shall be 1.25m.

Walls running parallel to other walls and site improvements at a consistent height should be avoided. Seat walls should be incorporated into retaining walls whenever appropriate, set at 450mm (18 in.) height.

For retaining conditions over 1.5m, multiple stepped walls should be used with wide planters between the top of the lower wall and the base of the upper wall. The planter depth (width) should be half that of the retaining wall height.

Where retaining walls are constructed in the front yard (and in flanking yards on corner Homesites) or in areas adjacent to parks or public walkways, they are to be constructed of natural stone or faced with natural or cultured stone, or utilize boardform or architectural concrete finish or small block retaining systems such as Allan Block or Versa-Lok. Use of wood or heavy timbers, jumbo-sized concrete brick, and exposed concrete retaining walls are prohibited. Also see Section 4 Landscape. All walls will be subject to review by the Architectural Control Reviewer.

EXTERIOR SERVICE AREAS

All above-ground garbage and trash containers, mechanical equipment and other outdoor maintenance and service facilities must be screened from view from the public realm. Exterior clotheslines are not permitted. Also see Section 4 Landscape.

ARCHITECTURE DESIGN GUIDELINES

One of the primary objectives of any architecture is the appropriate response to a site and its context. Architectural guidelines are intended to conceptually illustrate building and design elements and key design principles in order to establish a common architectural language for the community.

These Guidelines are intended to allow for variety and flexibility to capitalize on the natural setting, local climatic conditions and unique characteristics of each Homesite with the intention of maintaining a specific character for the neighbourhood.

The style of Pinnacle Ridge Hillside is inspired by the local hillside landscape, the wet west coast climate and the moderate temperatures that encourage indoor-outdoor living.

This new neighbourhood seeks to retain Anmore's semi-rural character, which expresses itself in the lifestyles of residents and the relaxed 'country-type style' of the community.

Creativity is encouraged in all designs as long as proper proportion, scale, attention to detail and site integration are achieved. In doing so, the sense of a harmonious community will be created; one that matures gracefully while appreciating in value.





ARCHITECTURAL PRINCIPLES

In keeping with the vision for the site, the architectural principles reflect a desire to create a character suitable to this natural, treed hillside site, to support a lifestyle that connects the inhabitants with the landscape and to encourage a strong neighbourhood identity and sense of place. The architecture is inspired by the dynamic beauty of the surrounding landscape. More specifically, the architecture should:

- Provide housing types and forms that embrace the landscape setting to create a strong neighbourhood identity and architectural language;
- Provide appropriate plans that support the active and 'country style' lifestyle of the neighbourhood;
- Create features that encourage interaction between neighbours in the community;
- Encourage opportunities for indoor-outdoor living in practical and functional ways;
- Acknowledge the textures and colours of the local landscape through the use of materials and colours that harmonize with the natural surroundings;
- Consider the climatic conditions of Anmore, as well as the subtler micro-climatic factors of sun, shade, rain and wind – as a principle driver in the design and development of your home; and
- Respect and enhance the existing semi-rural character of Anmore.

BUILDING FORM

Simple Geometries

Building form is a determining factor in the design of the home style and is made up of simple geometries with at least three distinct geometric elements on both the front and rear elevations. Layered horizontal façade and roof elements hold the building geometries together.

Expression of Entry

Each home should have a subtle yet clear expression of entry. Entry elements shall address the street and provide a clear direction towards the door. The feature elements can be a projecting roof form, walls, screens or planters that extend the architecture of the home into the landscape and announce the arrival to the home.

Townhome Streetscape

Townhome developments should contribute to an active and pedestrian-oriented streetscape through the use of clearly defined entrances, front porches, landscaping, windows overlooking public spaces, and varied façade articulation. All residential units facing streets should have entries oriented towards, and be clearly accessible and visible, from the street.

Building Projections

Building projections can be varied and complex. Elements can wrap around and engage forms to link different parts of the building together.



Transition Areas

Townhomes abutting single-family homes should aim for a harmonious transition, creating a "soft-edge". This can be achieved through various methods such as selecting complementary building materials and rooflines.

Asymmetry

The character of the home can be asymmetrical with dominant and secondary elements. Building forms should incorporate layered massing and articulated roof elements to create visual interest and reduce perceived scale. The architecture expresses contrasting forms of open and solid, roof overhang and parapet.

Asymmetrical windows and openings are placed to take advantage of views or light and to complement the geometric forms of the building.

Garage Form

The overall garage mass and roof form should not dominate the front elevation of the home. The garage should be deliberately downplayed in the context of the front façade of the home.

Although the garage face will typically take up a significant portion of the front façade, the entrance and habitable portions of the house must be the dominant features.

For attached residential forms, garages and parking access should be integrated into the overall building composition. Exposed parking structures should be avoided. Where portions of the underground parking are exposed, they should match the building color and finish.

Architectural Style

The architectural style emphasizes the following elements:

- Solid - the face or surface of the building with punched out doors, windows or openings.
- Void - doors, windows and other openings.
- Articulation of building facades, particularly facing the street with bay windows, recessed porches and overhangs are encouraged.
- Attached residential buildings should incorporate variation in façade treatment, materials, colours, roof forms, and entry design to help define individual units and reduce perceived building mass.
- Homes on corner lots with exposed side elevations should incorporate variations in massing and openings to create an appealing façade.
- Building design, materials, colours, and landscaping that reflect elements found in the surrounding residential area should be used.



ROOFS

Form

- Roofs are an important component of the neighbourhood character and should be carefully designed to complement the architectural form of the home and surrounding streetscape.
- Pitched roofs should remain the predominant roof form throughout the neighbourhood. Alternative roof designs may be considered when effectively integrated into an overall building design that complements the surrounding neighbourhood.
- Shed, gable, hip and flat roofs or a combination of these forms are encouraged. Large monolithic roof forms should be avoided.



Hip Roofs

Hip roofs may be used as a roof form.

Hip roofs will help to downplay the height of taller façades. Hip roofs bring a consistent soffit expression to a home with the roof reading as a lid or cap over the structure of the home.



Gable Roofs

Gable roof forms are an acceptable roof form.

Gable ends should be thoughtfully integrated into the overall architectural expression of the home



Shed Roofs

Homes with low slope shed roof forms are acceptable, providing they meet all municipal regulations.



Flat Roofs

Flat roofs may be used in limited areas either as transitional roof in the body of the house or roofs to cover outdoor space.

Flat roofs should be carefully integrated into the overall building composition and roof design.



Roof Decks

Roof decks are allowed and should be thoughtfully integrated into the roof design with consideration for privacy, overlook, and visual impact. Provision of storage space on the roof for furniture during the winter months or during a storm is encouraged.



Canopies

Canopies are encouraged to announce the entry and provide a statement in contrast to the garage face.

Canopies should incorporate simple, refined structural expressions consistent with the architectural character of the home.



Material

Standing seam metal and asphalt shingle roofs are the acceptable sloped roof materials. Metal roofs are permitted, provided they are designed to mitigate reflectivity and do not cause objectionable glare.

Standing seam or batten seam metal roofs are encouraged where designed to complement the architectural character of the home and minimize reflectivity.

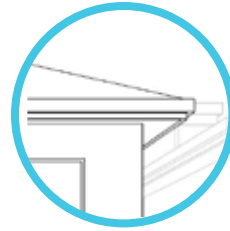
Visible flat roof areas should incorporate high-quality, durable roofing materials appropriate to the architectural expression of the building.

Roofing membranes and flashing should be carefully integrated into the roof design. Roof penetrations, flashing, and mechanical venting should be thoughtfully integrated into the overall roof design.

On shed or hip roofs, shingles are permitted on the primary roof volumes only. Shake-style asphalt or fiberglass shingle roofs must be natural in appearance, colour, and texture.

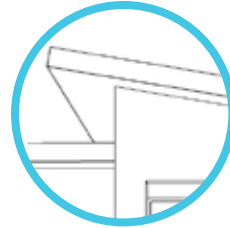
Overhangs

The roofs on the home are meant to appear light and refined. Roof overhangs should appear light and refined and remain proportionate to the building form. For shed, flat or gable end roofs over outdoor space, the overhang can be extended as long as the overall appearance is light and in keeping with the neighbourhood aesthetic.



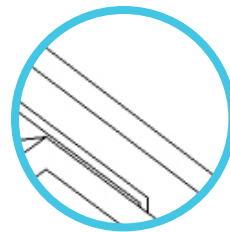
Roof Venting

Roof venting systems should be integrated into the roof design in a manner that minimizes visual prominence from the public realm.



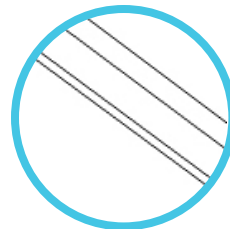
Rake and Fascia

Rake and fascia elements should remain refined in appearance and proportionate to the architectural expression of the home.



Soffits

Soffits should be simple, refined, and integrated into the overall roof design. Exposed rafter tails are encouraged to provide more texture and variation - particularly on the front and rear of the homes. The rafter tails should appear light and refined.



Gutters and Downpipes

Gutters and downpipes should be simple in form and integrated into the overall architectural expression of the home.

The gutters and downpipes should complement the colour palette and architectural character of the home.

Colour

Roof colours should complement the overall architectural palette of the home. In general, roof colours should be in the grey, beige and black tones.



COLOUR PALETTE



FAÇADES

Building Façades and Heights

Within the building composition, the façade is divided up into a series of volumes and planes. The façade must not be on a continuous vertical plane, but must be divided into a series of planes with elements of the façade that come forward and others that recede.

Careful attention should be taken to balance the elements with one plane being more dominant than the others. Horizontal canopies or roof elements can help to connect the different surface planes together.

Homes located in corner lots or within visually prominent view corridors along the public street require special architectural detailing and finish treatment. Special care is necessary in order to minimize the visual impact of the home and integrate the form into its context.

Exterior Walls

Wall cladding should wrap complete building volumes from ground to the underside of the eaves.

Building Base and Foundation Walls

The form of each building volume is complete in terms of its expression and material application. Therefore, there is no strong delineation of a building base. For example, there is no stone base, change of material or horizontal banding dividing the façade into parts.

A limited base of stone along the edge of the front entrance and porch is acceptable – this may be done in conjunction with a planter wall. Also see Section 4 Landscape.

Concrete foundation walls must not be exposed beyond 4 inches above finished grade on the front and rear sides of the home. To eliminate unfinished foundation walls, concrete and stone-faced walls shall be continued down to grade and all other approved finish materials shall extend to where practical.

Tall Façades

Given the slopes on the site and the potential for 3 storey buildings, the roof forms have a direct impact on the scale and perceived height of the home.

On 3 story buildings access to the front door can be at grade, at half level or one story above grade. The preference is for the entrance to be at half level or one story above grade. Achieving this grade change on the exterior, blended with landscape walls and planters creates a stronger, more pleasing sense of entry and balances the overall façade.



OPENINGS

Entry Doors

The visibility and prominence of the front door to the street is an important element of identity to the home.

Canopy structures over the entry doors are encouraged to bring a strong presence to the street.

There should be a high quality of finish in and around the entry doors.

The entry doors should incorporate large simple panels of glass or if solid, glass side-lights adjacent to the door to bring a sense of openness to the home.

Door colour should match or be complementary to the windows and other details in the home, such as windows, fascias, exterior light fixtures and hardware.



Garage Doors

Garage doors should be understated, simple and elegant. Garage doors will be double or single wide doors, adequately framed by the façade of the home.

If glazed, the windows should be simple in either a vertical or horizontal pattern.

The garage door colour will be complementary to the color of the home so as to blend with the overall appearance and not stand out.

Oversized garage doors, defined as garage doors taller than 8 ft. or wider than 18 ft., may be considered by the Architectural Control Reviewer where appropriately integrated into the overall building design.



Windows

Well-detailed and proportioned windows will define the character of the home. Window orientation can be varied and should support the overall façade composition. Windows may be individual or grouped within a façade. Window style should be consistent on all elevations.

Homes on corner lots with exposed side elevations should incorporate openings to create an appealing façade.

Window colours should be complementary to the colour of the home.

Large picture windows should complement the overall composition and be balanced with areas of solid façade elements.

Shutters are allowed if proportional and contribute to the overall style of the home.



Wide Openings

Indoor-outdoor connections are important in creating the semi-rural, 'country style' character of the homes.

Large picture or operable windows or doors are encouraged. High quality sliding, bypass or bi-fold doors are acceptable.

Large openings may dominate a façade but should be framed with substantial wall surface on either side of the opening. Large operable openings should typically have some form of cover or shade associated with the opening.

Skylights and Light Tubes

The use of skylights and light tubes to bring light into the home through the roof is permitted.

Skylights should be glass and of a high quality. The position and appearance of the skylight should be simple and clean in keeping with the architectural character.



Finish Materials

The design of all homes should incorporate the use of one or more complementary materials on the exterior wall surfaces. As a diversity of material, form and color between homes is encouraged, the guidelines do not dictate one dominant façade finish material.

Without prescribing the use of specific building materials, the following list of exterior building materials, and their authentic detailing and application, are encouraged: vertical or horizontal siding, vertical board and batten siding, metal siding, metal panel, cement panel, stone veneer and stucco.

Materials changes should not occur within the same building plane or the same building volume.

Secondary or accent exterior wall materials relate specifically to design elements within the building.

All exterior wall materials should not have the appearance of being 'applied' or a veneer treatment.

The coursing pattern in which stone is laid is critical to the design and to the authentic appearance of the materials. Stone shall not be laid in a vertical coursing pattern. Flagstone patterning suitable for horizontal surfaces may not be allowed on vertical wall surfaces. Stones used on the corners of a building should give the appearance of a minimum thickness of 4 inches to avoid the appearance of a thin veneer.

All trim should be painted the same or a complementary colour to the home.

Vinyl or aluminum siding and similar synthetic cladding materials are discouraged.

Colours

The colour palette for the homes is inspired by nature; the surrounding colours in the environment and landscape and the distance vistas: grey, beige, earth-based brown, dark brown or black, grassland greens, and cooler colours inspired from the sky.

All colours on an individual home must be complementary and the colours must not clash with the surrounding homes or landscape. In general, all colours on the house should reflect the refined character of the architectural style.

Each home shall have one dominant colour with a second complementary exterior colour. Accent trim, windows and doors, hardware and light fixtures, trellises and shading devices may introduce an additional complementary colour. Window colour can be the same or in contrast to the colour of the siding for example if the house is white, the windows can be white, black or dark grey.

The colours applied to an object should relate to that object's material substance as much as possible. For example, a metal railing could be painted black, silver, or dark brown. These are colours that relate to a metal's substance and the process of metal production. The colour of stone cladding should relate as close as possible to the natural stone colours found on the site.

Natural wood on shading devices, trellises, screens or fences are acceptable and should be stained or painted in natural hues to complement and harmonize with the home and larger landscape.

Colours for exterior art-work, sculpture and any other special feature shall be of complementary tones chosen to blend rather than contrast with the home and its surroundings. No highly reflective finishes shall be used on any exterior surfaces, including door and window hardware, with the exception of glass, which may not be mirrored or coloured.



SAMPLE COLOUR PALETTE



DECKS, PORCHES AND TERRACES

Form

Decks, porches and terraces are necessary extensions of the home, providing outdoor rooms as extensions of interior spaces, that encourage indoor-outdoor living.

These spaces must be carefully designed as if part of the home itself extending practical, usable space into the outdoor environment. These spaces could be used as an outdoor living room, kitchen or barbecue area, outdoor dining, hot tub or pool.

All decks, porches and terraces must be consistent with the architectural style of the home. They should be integrated into the overall composition of the building and not appear tacked onto the home.

Structure

The structure of decks and porches should be clean and refined with appropriate columns and beams in keeping with the form and character of the building.

On 3 storey façades, second level decks should be supported in a substantial way with framed and clad structural support forming a base to the 2 stories above. Alternative structural expressions may be considered by the Architectural Control Reviewer where consistent with the architectural intent of the Guidelines.

Material

The surface material on decks porches and terraces should complement adjacent interior floor material. If appropriate, utilize the same interior material in a home's entrance out onto the entry landing and porch.

High quality concrete aggregate, stamped concrete, wood decks over a waterproof membrane and vinyl decks are acceptable.

Finish

Decks, porches and terraces should have a high quality of finish since these areas are of frequent use and visibility, contributing significantly to the overall sense of refinement appropriate to the style of the home.

All decks should have a finished soffit of stained or painted wood panels or bead board.

Also see Section 4 Landscape.



OUTDOOR STAIRS & LANDINGS

Form

Outdoor stairs and landings will contribute to an indoor-outdoor lifestyle and the connection of the home to outside yards and terraces.

The form of outdoor stairs and landings must be well integrated into the architecture and landscape design of the home so as not to stand out and become a dominant feature.

As it is likely that most stairs and landings will interface with side yards, careful consideration must be given to these conditions and their impact on neighbour's homes and privacy.

Structure

The structure of the stairs utilized at the entry to the home must be concrete / masonry.

The supporting structure of the stairs must not be elevated, but must appear to be an extension of the ground, built into walls and planters.

The structure of a stair at the rear of the home can be wood or steel. The overall structure of the stair and landings should tie into the materials of the home including posts and beams, stringers, railings and surface material.

Material

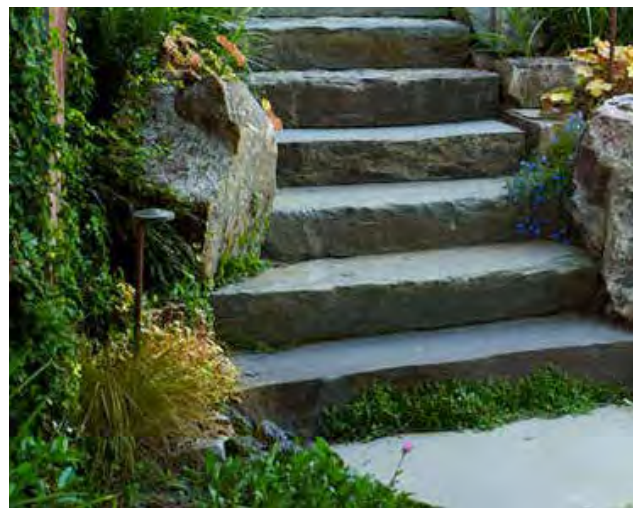
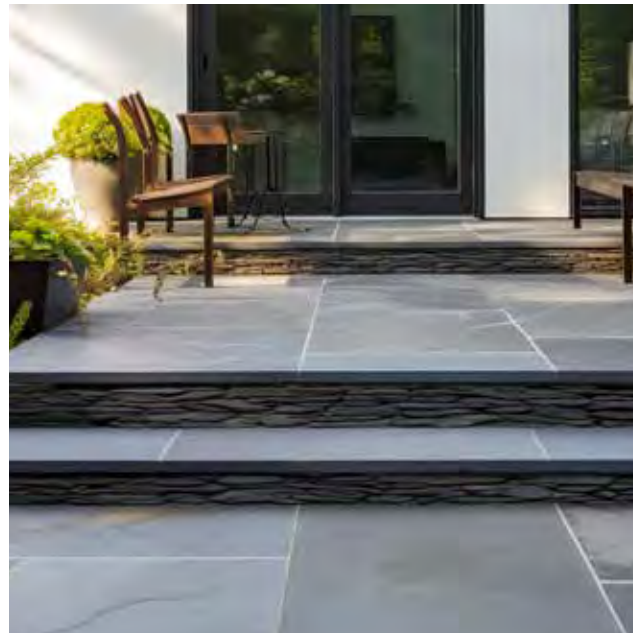
All stairs, risers and treads will be composed of high quality finish materials such as aggregate, tile, stone or painted wood or smooth concrete or smooth coloured concrete.

Finish

The finish for stairs and landings should tie into the refined and clean language of the architecture.

Careful attention should be given to exposed flashing, joints and railing connections to maintain a clean and refined appearance.

Also see Section 4 Landscape.



DETAILS

The neighbourhood character should remain clean, refined, and responsive to Anmore's semi-rural context.

Variation can be brought to each home by the character direction and attention to detail. The details which will influence these variations are door and window style, garage door style, exposed structural supports (wood vs. metal), chimney caps etc. These elements can be used in order to give each house a distinctive and consistent character. Also see Section 4 Landscape.

Address Numbers

The character and colour of the exterior address numbers should match other exterior elements in the home such as the windows, hardware, railings and exterior lighting. Address numbers should be illuminated at night.

Trim

Building trim should be minimal and match or be in contrast to the colour of the adjacent wall material.

Hardware and Exterior Lighting

The character and colour of the hardware should match other exterior elements of the home such as windows, awning brackets and house numbers.

Railings

Railing should only be placed where required by code, and where needed, should be refined and contemporary in style. The colour of the railing structure should match the colour of windows and/or other details on the house such as hardware and exterior light fixtures.

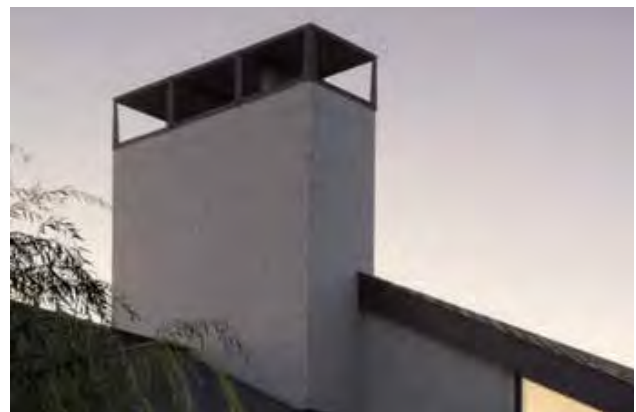
If a front porch is close to natural grade, railings should not be applied as a decorative element.

Chimneys

Exterior chimneys shall extend down to the finished landscape grade. Fireplaces and other chimney chases must be finished in stone, or in materials similar to the materials used for the exterior finish of the home. Chimneys finished in materials other than stone should incorporate trim materials that are complementary to those used on the exterior façade of the home.

The character and colour of the chimney caps should be complementary to other exterior elements in the home such as windows, hardware, fascia, railings, exterior lighting and house numbers.

In the case of 'zero clearance' and/or 'direct venting' gas fireplaces, vents shall be located away from view-sensitive façades (i.e. the front façade of a home).



MISCELLANEOUS

Antennae and Satellite Dishes

There should be no antennae or satellite dishes of any sort visible from roads or other public areas.

Home Security Systems

The use of exterior security systems and security doors is permitted, unless they alter the integrity of the architectural design of the home. Exterior bars and blinds are not permitted.

Accessory Structures

Accessory structures including trellises, garden pavilions, hot tub pavilions or outdoor barbecue/ kitchen shelters can help create a fine-grained collection of structures and better relate the large masses of residential architecture to the landscape. Accessory buildings should be visually connected to the home by walls, terraces or major landscape elements and should have a complementary colour and material palette.

Energy Step Code

All homes shall comply with applicable BC Building Code energy efficiency requirements in effect at the time of permit application.

Septic Systems

All lots are to be adequately serviced to effectively treat effluent on site. The placement of the systems is specific to each lot and takes into consideration the slope and geotechnical conditions of the lot.

FireSmart

All new homes are encouraged to integrate the FireSmart principles. These include management of vegetation, the development of defensible space, firebreaks and the use of appropriate building and landscape materials.

Hvac and Air Conditioning Units

Air conditioning units or other mechanical hardware must not be visible from the street. Sound proofing is required on all operating mechanical equipment which may affect adjacent properties. No window-mounted air conditioning units are permitted.

Solar Panels Or Shingles

Solar panels or shingles are encouraged as a renewable energy source. They must be well integrated into the design of the roof and fit with the overall scale and aesthetic of the building.



LANDSCAPE DESIGN GUIDELINES

The landscape of the neighbourhood is inspired by the existing landscape character. The landscape guidelines intend to align with the natural setting and semi-rural character of the Village of Anmore.

Planting of native and non-native appropriate hardy plant material will reinforce this new landscape acumen. The goal is for the neighbourhood to be a place of integrity offering a sustainable approach to development.

The Guidelines have been established for all landscape work including planting, materials, structures, and features, to deliver a seamless transition between private and public landscape areas.



4

LANDSCAPE | THE VISION



LANDSCAPE PRINCIPLES

The private landscape of the home should be attractive, seasonally sensitive, blend naturally and seamlessly with the public landscape, and be of a high quality.

The front and back yards shall be treated as an extension of the surrounding green spaces to situate the home in a naturalized setting. The design of these areas shall be treated with the thoughtful organic arrangement of planting and hard surface where the overall neighbourhood reads as one landscape experience.

The arrival sequence to the home from the street shall be a seamless, unified composition. The relationship between indoor and outdoor spaces shall reinforce the strong visual and physical connection between both. Living spaces shall extend to the back yard terraces, reinforcing this indoor/outdoor relationship. The architectural aesthetic shall inspire a landscape aesthetic that is responsive and complementary.

Plant selection will utilize a native and locally appropriate palette providing texture, seasonal colour and scale. Hard landscape elements should be consistent in their use of natural materials and reinforce the design language. In addition the landscape should:

- Avoid the traditional suburban landscape of manicured lawns, ornamental plantings and groomed edges with a sensitive, sustainable alternative.
- Define the residential private landscape with the incorporation of stone walls, address panels, privacy screens and paving materials.
- Traditional lawn areas should be minimized and replaced with plantings and ground covers to promote sustainability.
- Consider organic planting patterns reminiscent of the existing vegetation with appropriate groupings of species. Hard landscape in the form of paths or outdoor rooms for seating and gathering should appear to be situated within a natural landscape setting.
- Retain existing mature, healthy trees and unique landscape features if possible.
- Promote resident and visitor safety. Where stairs are required provide appropriate riser/tread ratios, non-slip surfaces and handrails where required.



PRIVATE YARDS

The private open space shall be designed to define the front, side and back yards of each home as integral outdoor rooms within the surrounding landscape context. Existing features should be incorporated into the landscape design where appropriate. Designs should maximize the use of organic forms and natural patterns.

Elements like stone walls, address panels, privacy screens, paved or gravel outdoor rooms and natural plantings are the defining elements of the residential lots. These elements are to be incorporated in the side and back yards to bring continuity and a unified design. Side yard retaining walls should consider natural stone materials, concrete or geo-modular systems.

Townhome front yards should incorporate landscaping, terraces, low fencing, planting beds, or similar elements to create a comfortable transition between public and private space.

Asphalt paving, landscape timber ties or large block wall systems are prohibited. Also see Section 2 Site Development.

Garden Walls

Garden walls are to be a maximum of 4.0 ft in height constructed of natural stone or boardform concrete. Lower walls at a height of 450mm (18 inches) and 500mm in width are encouraged to provide a variety of height and interest. In the back yards, the lower walls can provide seating as well as retaining. They are to be constructed of stacked and reinforced concrete block with a stone facing, or boardform concrete or in the case of the back yard rear lot line dry stack walls can be used. Also see Section 2 Site Development.

Gravel

Gravel shall be of a 25mm (1 inch) minus clear crusher run granite. It shall be of a minimum depth of 50mm (2 inches) and defined by PVC edging as per manufacturer's specifications.

Paving

Paving material should be natural, robust, durable, and have a vandal-resistant composition and construction. Paving types will help unify and strengthen the visual quality of the common and private open spaces and provide visual indicators of transitions between the public and private realms.

The use of flagstone, pre-cast concrete pavers, gravel, or a stamped textured concrete pattern in driveways is encouraged. Also see Section 2 Site Development.

Decking

Decking materials shall be a green sustainable product such as IPE or a synthetic wood composite in plank form, or smooth or smooth coloured concrete. The colour of decking is to be complementary to the architectural aesthetic of the home. Also see Section 2 Architecture.

Address Panel

The address panels provide the home number. They may be designed as an independent element placed in conjunction with stone walls in the yard. They shall be constructed of board form concrete, natural local coloured stone or cedar. Colours and textures should be consistent with the colour palette of the home. All fasteners shall be powder coated and/or galvanized metals. Also see Section 2 Architecture.

The numbers shall be of a corten or rust resistant metal mounted proud. Landscape lighting shall be incorporated into the wall or screen to light the address panel.

Landscape Lighting

Landscape lighting shall be used for the address panel and is encouraged for highlighting garden features, structures, and stairs. The use of low voltage LED lighting and/or solar units shall be used. Night sky policies should be taken into consideration. Also see Section 2 Site Development.



Structures

Gazebos, trellises, screens and gates that relate to and are natural extensions of the home are encouraged. As vine covered landscape structures are effective ways in providing needed shade and reducing peak solar gains, placing them on south and west facing exposures is encouraged. The style, materials and colour of all landscape structures should match or complement the home. Also see Section 2 Architecture.

Privacy Screen/Fencing

Privacy screens shall be an extension of the architectural expression of the home. Privacy screening is permitted within close proximity of the home to screen patios, decks and/or seating areas.

Privacy screens shall not be designed as an impermeable wall. Screening shall be a maximum height of 4.5 ft (1.37 m). Permitted screening materials include stained or finished wood, frosted glass or dark contemporary styled metal. Vinyl or PVC screening is not permitted. Also see Section 2 Site Development.



TRANSITION AREAS

The transition areas include the landscape boulevard, side yards between home and the back yard 2:1 slope condition beyond patios to the rear property lines.

Landscape Boulevard

Landscape will need to be carefully incorporated on the residential lots owing to the boulevard use as a service corridor which restricts the planting of trees.

Back Yard Slopes

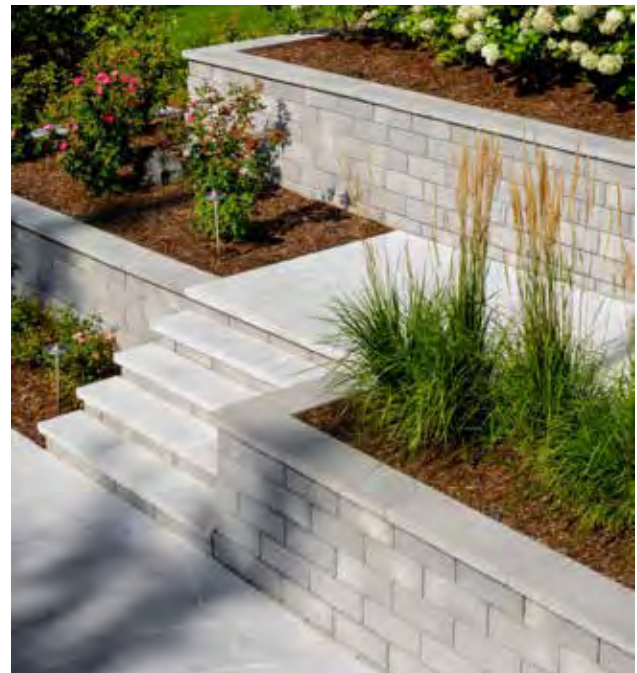
Low garden walls, privacy screens, gravel and plantings shall be incorporated to provide design integrity with the front yard. Paving of the patios shall incorporate natural stone materials, precast concrete slabs or scored concrete or sustainable wood decking. Additional structures such trellis' and gazebos are encouraged for shade and solar gain reduction. Also see Section 2 Site Development.

Steep sloping back yards transition areas shall incorporate native grassland and trees plantings to help retain slopes and integrate with the landscape. Also see Section 2 Site Development.

Swimming Pools, Lap-Pools & Hot Tubs

Swimming pools, lap-pools and hot-tubs, shall be visually connected to the home through walls, courtyards and/or landscape structures and plantings. In-ground pools, lap-pools, and hot tubs are subject to review by the Architectural Control Reviewer, while above-ground pools are prohibited. Colours shall be consistent with the colour palette of the home.

Pools and/or lap-pools must be constructed according to government regulations with a pool barrier and gates. All pool plans submitted for approval must show a room or vault for pool equipment. All designs shall require review and approval of a BC Licenced Geotechnical Engineer and the Architectural Control Reviewer.



Side Yards

The side yards serve as grade transitional areas. In some cases they incorporate pedestrian stair access from front to back yards. Pedestrian access stairs where required shall be a 0.6m wide stair system. The use of green vegetated retaining systems should be considered to handle the grade change. Shrubs or trees shall be planted in these areas to provide a green screen between units.

Side yard grade transition areas shall be designed with consideration of home window locations to maximize sunlight penetration to the homes. Gravel will be used to provide a drainage area for the residential lots.

Refer to Grade Changes/ Retaining in Private Yards Section for options of grade treatment. Also see Section 2 Site Development.

PLANTING

To further protect, enhance and manage the existing environment of the neighbourhood, care should be taken to protect existing, healthy plant material (especially mature trees). Stressed, diseased, or otherwise compromised plant material should be removed or rehabilitated.

Planting Guidelines

All landscaping should retain existing vegetation wherever possible and use native or non-native appropriate hardy plant materials as outlined in the Planting Palette section. The palette emphasizes low-maintenance selections requiring little or no irrigation or fertilization. When possible, all plants should be sourced locally.

Final plant selection should be made in light of regional environmental constraints and recent conditions. Alternative plant selections may be considered by the Architectural Control Reviewer where consistent with the overall landscape intent of the Guidelines.

Proposed plantings should enhance and frame views to the larger natural landscape. Additionally, plants may be used to visually screen adjacent properties for added privacy and, where required, should consist of a mix of deciduous and evergreen trees.

All landscaping materials installed must comply with the following minimum size standards, unless otherwise approved by the Architectural Control Reviewer:

- **Deciduous trees:** a minimum 5cm calliper and 3.6 m (12 ft.) high;*
- **Evergreen trees:** a minimum 5cm calliper and 3.0 m (10 ft.) high;
- **Shrubs and vines:**
 - A minimum #7 pot or 1 m (40 in.) high for specimen shrubs;
 - A minimum #5 pot for structural ('space defining') shrubs;
 - A minimum #2 pot for mass planted shrubs & vines.

* *Dependent upon plant species and availability*

Special attention should be given to protect trees and shrubs from snow clearing and storage during winter months.

Proposed plant material should comply with local fire code and wildfire covenant requirements with respect to species selection and spacing. All plant material and installation shall comply with the British Columbia Landscape Standard.



Prohibited & Approved Plants

To ensure integrity of natural habitat, plant species shall be controlled and adhered to. A list of recommended plant species, including native or non-native appropriate hardy species are outlined in Planting Palette Section. Alternative plant species may be considered by the Architectural Control Reviewer where appropriate to the site conditions and landscape character.

Maintenance & Irrigation

Installation of appropriately designed, fully automated, drip irrigation systems, as per the British Columbia Landscape Standard, may be incorporated.

Homeowners shall be responsible for the maintenance of front yards including the landscape boulevard.

Owners must exercise extreme diligence in maintaining Homesites in a neat and presentable fashion, free and clear of litter. Planting areas shall be warranted for one year of growth from installation and shall be healthy and thriving.

Site features and elements, hard surfaces, irrigation and lighting systems shall be functional and operational as designed and kept in a condition that enhances the design and intended use of the site.

The use of compost and extensive mulching shall be employed to conserve moisture and prevent evaporative water loss.

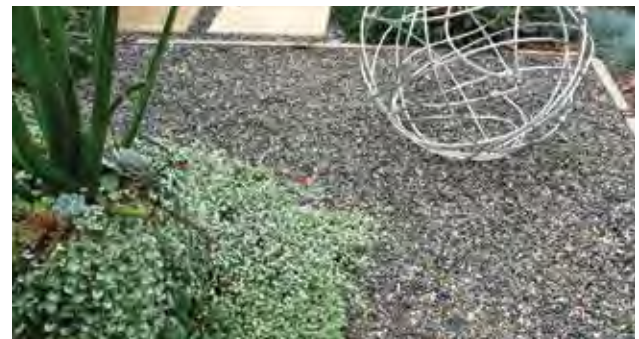
Maintenance operations shall follow ecologically sound practices such as integrated pest management, plant health care, composting, fertilizing and the application of organic mulches.

Maintenance for newly established landscapes shall focus on producing healthy plant growth toward desired mature forms and an increase in size.

SUSTAINABILITY FEATURES

Rain water collection shall be retained on site as much as possible. Reducing off-site drainage will reduce demands on the stormwater management system and will also reduce the irrigation requirements.

Use of swales, permeable material such as gravel and the incorporation of water collection systems such as cisterns or rain barrels will achieve this goal. The use of Flex MSE™ Vegetated Wall Systems, as an alternative to stone faced retaining walls is encouraged. This Geo-modular system is a cost effective green sustainable alternative.



PLANTING PALETTE

The suggested planting palette for the neighbourhood is based on:

- Retention and reinforcement of the existing ecosystems;
- Introduction of plant species to encourage birds, bees and butterflies to thrive; and
- Planting of native and non-native appropriate shrubs and grasses.

Trees

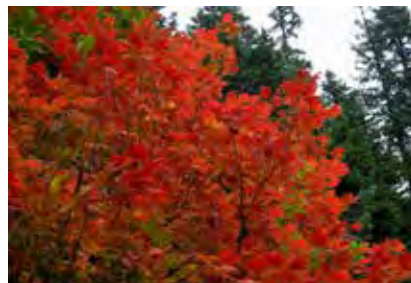
<i>Acer macrophyllum</i>	Big Leaf Maple	<i>Cornus nuttallii</i>	Pacific Dogwood
<i>Rhamnus purshiana</i>	Cascara	<i>Picea Sitchensis</i>	Sitka Spruce
<i>Pseudotsuga menziesii</i>	Douglas Fir	<i>Acer circinatum</i>	Vine Maple
<i>Salix</i>	Native Willow Species	<i>Thuja plicata</i>	Western Red Cedar

Shrubs/Perennials

<i>Mahonia nervosa</i>	Low or Dull Oregon Grape	<i>Spiraea douglasii</i>	Hardhack
<i>Maianthemum dilatatum</i>	False Lily of the Valley	<i>Philadelphus Lewisii</i>	Mock Orange
<i>Allium cernuum</i>	Nodding Onion	<i>Rosa nutkana</i>	Nootka Rose
<i>Aquilegia formosa</i>	Red Columbine	<i>Symphoricarpos albus</i>	Common Snowberry
<i>Polystichum munitum</i>	Sword Fern	<i>Mahonia aquifolium</i>	Tall Oregon Grape
<i>Achillea millefolium</i>	Yarrow	<i>Holodiscus discolor</i>	Oceanspray
<i>Rosa gymnocarpa</i>	Baldhip Rose	<i>Physocarpus capitatus</i>	Pacific Ninebark
<i>Corylus cornuta</i>	Beaked Hazelnut		



Pacific Dogwood



Vine Maple



Sitka Spruce



Nootka Rose



Yarrow



Tall Oregon Grape

DESIGN GUIDELINE REVIEW & APPROVAL PROCESS

1. Initial Contact & Fee Submission

The applicant contacts the Architectural Control Reviewer (ACR) to initiate the review process:

- Schedule the design guideline review
- Submit the Design Review Fee of \$2,500 (2026), with annual increases at 5% to account for inflation
- Confirm project address, scope, and anticipated timelines.

2. Submission of Required Drawings

The applicant provides all required materials, which shall include:

- Site plan with parcel line, building footprint, dimensions of building location, all proposed hardscape elements such as driveway, walks, fences and walls, septic system, and site grading for drainage.
- Floor plans of each level to scale
- Elevations with Materials and colour board
- Landscape plan and plant palette
- Any additional documents to assist with the Guideline Review

3. Consultant Review & Feedback

The ACR reviews the submission for compliance with the Design Guidelines. A written summary of comments, required revisions, and compliance notes are provided to the applicant.

4. Resubmission (If required)

If revisions are necessary, the applicant updates the drawings and resubmits them for further review. Additional rounds of review may occur until the submission meets guideline requirements.

5. Preliminary Approval Checklist for Building Permit

Once the design is deemed compliant, the ACR issues a Preliminary Approval Checklist confirming that the project meets the Design Guidelines. This document will be required as part of the Building Permit application.

6. Construction Phase Compliance Review

During construction, the ACR will conduct one or more site visits to verify that the built form, materials, and detailing match the approved design.

7. Final Approval Checklist

Upon completion, the consultant performs a final site review. If the project complies with the approved design, the consultant issues a Final Approval Checklist, which will be required prior to occupancy or final inspection.

Architectural Control Reviewer:
 Steven Beyer - beyer@ekistics.ca
 Ron Baerg - baerg@ekistics.ca
 EKISTICS Town Planning
 #201-103 West 6th Ave., Vancouver, BC
 T: (604)739-7526 www.ekistics.ca

PINNACLE RIDGE DESIGN GUIDELINES CHECKLIST

Applicant:
Property Address:

Section	Comments	Preliminary Approval	Final Approval
2. Site Development			
Site Drainage			
Site Grading			
Driveways			
Walkways			
Lighting			
Walls / Fences			
Recreational Equipment			
Retaining Walls			
Service Areas			
3. Architecture			
Building Form			
Roofs			
Facades			
Openings			
Decks, Porches, Terraces			
Outdoor Stairs, Landings			
Details			
Miscellaneous			
4. Landscape			
Private Yards			
Transition Areas			
Planting			
Sustainability Features			
Plant Palette			

Reviewing Consultant:	Date:	Date:
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Preliminary Approval intended to show the applicants design drawings have met the intent of the design guidelines and is approved to proceed with permitting. Final Approval intended to show the applicant has met the intent of the design guidelines through construction and is approved as final inspection.



Creating Great Places.

PLANNING | ARCHITECTURE | LANDSCAPE ARCHITECTURE | LAND DEVELOPMENT

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