

11275 Darlene Road, Lake Country, V4V 1Y4

MLS® #: 10078984

Zone: Central Okanagan

Status:

Active

PID:

003-101-843

Sub-Area:

LE - Lake Country East / Oyama

Price: \$399,000

Orig Price: \$399,000

ADOM: 3



General Information

Prop Type: Single Family Residential
 Type Dwell: Single Family
 Style/Story: Grade Level Entry
 Year Built: 1985
 Yr Blt Dsc: Approximate
 Grq Opt: Single
 Grq Dsc: Attached
 Carport:
 Shop:

Layout

Beds: 4
 Full Baths: 3
 Half Baths: 0
 En Suite: 3-PCE
 Ttl Baths: 3

Finished Floor Area

Main: 1329
 Above Main: 1329
 Below Main:
 Basement:
 Total: 2658

Lot Information

Frontage: 88.00
 Depth: 118.00
 Irregular:
 Acres: 0.23
 Wtr Frnt:
 Wtr Infl:
 View:

Parking

Prk Cov: 1
 Prk Uncov: 4
 Add Prk:
 RV Park:

View, Lake View, Mountain
 View

Listing Information

List Date: 03/28/2014

X List F#:

Seller Nm: Leslie Gonzato

Act Date: 03/28/2014

X List C#:

Last Mod:

03/28/2014

Occ By:

Seller

TC Length:

Features

Fireplace: 2, Gas, Insert
 Exterior Fin: Vinyl
 Foundation: Concrete
 Heat/Cool: Central Air, Forced Air
 Equip/App: Dishwasher, Dryer, Refrigerator, Stove - Electric, Washer, Window Coverings
 Flooring: Ceramic Tile, Floor Vinyl, Hardwood
 Exterior Feat: Enclosed Balcony, Private Yard
 Interior Feat: Central Air, Drywall, Vacuum Built-In
 Site Infl: Family Oriented, Fully Landscaped, Golf Nearby, Landscaped, Paved Roads, Recreation Nearby, Schools Nearby, Shopping Nearby, Visual Exposure

Rooms

Room	Level	Dimensions	Room	Level	Dimensions
Rec Room	L1	15X22	Living Room	L1	16X22
Ensuite - Full	L2	10X4	Den / Office	L2	6X10'6
Master Bedroom	L2	11'6X13	Bedroom	L1	14X13
Laundry	L1		Bedroom	L2	
Bedroom	L1	12X11	Laundry	L1	11X8
			Bathroom - Full	L2	
			Bedroom	L1	13'6X13'6
			Dining Room	L2	10X11
			Bathroom - Full	L2	11X10'6
			Kitchen	L2	9X12

Finance

Title Held: Freehold
 Assgn Cont: No
 Trades:
 Terms Sale: Cash
 Poss: Neg
 Court Sale: No
 Cont Dsc:
 Title Form: Conventional

Legal/Tax

Native Res: No
 LR Owner: No
 Sell Disclose: No Disclosures
 Non-Fin Enc:
 Legal Dsc: Plan 33733, Lot 66, DL 173, 41 ODYD
 Survey: No
 Spc Imprv:
 Fin Stmnts:
 Levies: No Levies
 Zone Type:
 Stat Tax: Assessed
 Taxes: \$2,518.00
 Tax Yr: 2013
 Zn SubTyp:
 Lnd Asmnt: \$134,000
 Imprv: \$210,000
 Ttl Asmnt: \$344,000

Office Information

List Brk: Realty Executives of the Okanagan(Vrn)
 List Rep: Cameron Manning
 Co List Brk: Realty Executives of the Okanagan(Vrn)
 Co List Rep: Darla Cooper
 Comm: 3% on the first \$100,000 and 1.5% on the balance
 Phone: 250-545-1790
 Phone: 250-863-9511
 Phone: 250-545-1790
 Phone: 250-215-3315

Remarks

Dtl Loc: Lodge>Sherman>Russell>Darlene
 Pub Rmks: Wow, what a view!! Towards the top of Darlene Rd in the family oriented Clearwater Sub Division. This home is a spacious 4bed, 3bath w/den and 2 fireplaces. Clean as they come with an updated suite and separate laundry. The suite is spacious, can be used with one bedroom or two, depending on the needs. The covered deck boasts some of the best views around. Space, privacy views and much more is offered in this well loved home. Value and location is what this home offers. Close to schools, shopping, beaches and golf...this home offers it all. To set up your private viewing, call Cam @ 250-863-9511 or Darla at 250-215-3315 and let us wow you with the views.
 Rep Rmks: Easy to show, Measurements are approx., pls leave card. LB on man door of garage.
 Show Instruct: Call REALTOR®, Lock Box, TouchBase

CONTRACT OF PURCHASE AND SALE INFORMATION ABOUT THIS CONTRACT

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS.

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is agreed to is in writing.
2. **DEPOSIT(S):** Section 28 of the *Real Estate Services Act* requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.
3. **COMPLETION:** (Clause 4) Unless the parties are prepared to actually meet at the Land Title Office and exchange title documents for the Purchase Price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
 - (a) The Buyer pays the Purchase Price or down payment in trust to the Buyer's Lawyer or Notary (who should advise the Buyer of the exact amount required) several days before the Completion Date and the Buyer signs the documents.
 - (b) The Buyer's Lawyer or Notary prepares the documents and forwards them for signature to the Seller's Lawyer or Notary who returns the documents to the Buyer's Lawyer or Notary.
 - (c) The Buyer's Lawyer or Notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
 - (d) The Buyer's Lawyer or Notary releases the sale proceeds at the Buyer's Lawyer's or Notary's office.

Since the Seller is entitled to the Seller's proceeds on the Completion Date, and since the sequence described above takes a day or more, it is strongly recommended that the Buyer deposits the money and the signed documents AT LEAST TWO DAYS before the Completion Date, or at the request of the Conveyancer, and that the Seller delivers the signed transfer documents no later than the morning of the day before the Completion Date.

While it is possible to have a Saturday Completion Date using the Land Title Office's Electronic Filing System, parties are strongly encouraged **NOT** to schedule a Saturday Completion Date as it will restrict their access to fewer lawyers or notaries who operate on Saturdays; lenders will generally not fund new mortgages on Saturdays; lenders with existing mortgages may not accept payouts on Saturdays; and other offices necessary as part of the closing process may not be open.

4. **POSSESSION:** (Clause 5) the Buyer should make arrangements through the real estate licensees for obtaining possession. The Seller will not generally let the Buyer move in before the Seller has actually received the sale proceeds. Where residential tenants are involved, Buyers and Sellers should consult the *Residential Tenancy Act*.
5. **TITLE:** (Clause 9) It is up to the Buyer to satisfy the Buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the Property and any encumbrances which are staying on title before becoming legally bound. It is up to the Seller to specify in the Contract if there are any encumbrances, other than those listed in Clause 9, which are staying on title before becoming legally bound. If you as the Buyer are taking out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you, as the seller are allowing the Buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.
6. **CUSTOMARY COSTS:** (Clause 15) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

Costs to be Borne by the Seller

Lawyer or Notary Fees and Expenses:
- attending to execution documents.
Costs of clearing title, including:
- discharge fees charged by encumbrance holders,
- prepayment penalties.
Real Estate Commission.
Goods and Services Tax.



Costs to be Borne by the Buyer

Lawyer or Notary Fees and Expenses:
- searching title,
- investigating title,
- drafting documents.
Land Title Registration fees.
Survey Certificate (if required).
Costs of Mortgage, including:
- mortgage company's Lawyer/Notary.

- appraisal (if applicable)
- Land Title Registration fees.
Fire Insurance Premium.
Sales Tax (if applicable).
Property Transfer Tax.
Goods and Services Tax.



7. **RISK:** (Clause 16) The Buyer should arrange for insurance to be effective on the earlier of the Completion Date or the date the Seller receives the proceeds of sale, or the date the Seller vacates the property.
8. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves:
 - a house or other building under construction
 - a lease
 - a business
 - an assignment
 - other special circumstances (including the acquisition of land situated on a First Nations reserve)

Additional provisions, not contained in this form, may be needed, and professional advice should be obtained. A Property Disclosure Statement completed by the Seller may be available.

CONTRACT OF PURCHASE AND SALE

PREPARED BY: Realty Executives of the Okanagan(Vrn) DATE: Mar 29, 2014
 ADDRESS: 3110D-29th Avenue Vernon PC: V1T 1Z1 PHONE: (250)545-1790
 PER: Cam Manning and Darla Cooper MLS® NO: 10078984

SELLER: <u>Leslie Gonzato</u>	BUYER: <u>Mike Bentien</u>
SELLER: _____	BUYER: <u>Virginia Labine-Bentien</u>
ADDRESS: _____	ADDRESS: <u>9665 Winview</u>
<u>11275 Darlene Road</u>	<u>Lake Country</u>
<u>Lake Country BC</u> PC: <u>V4V 1Y4</u>	PC: <u>V4V 1L6</u>
PHONE: <u>250-801-1022</u>	PHONE: <u>778-480-0581</u>
RESIDENT OF CANADA ☒ NON-RESIDENT OF CANADA	OCCUPATION: <u>BFS/Health Care worker</u>
as defined under the <i>Income Tax Act</i> .	

PROPERTY:

11275 Darlene Road
 UNIT NO. _____ ADDRESS OF PROPERTY _____
Lake Country BC V4V 1Y4
 CITY/TOWN/MUNICIPALITY _____ POSTAL CODE _____
003-101-843
 PID _____ OTHER PID(S) _____
Lot 66, Plan 33733, DL 173, 41 ODYD
 LEGAL DESCRIPTION _____

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

- PURCHASE PRICE:** The purchase price of the Property will be NINE HUNDRED & EIGHTY FIVE THOUSAND 389,000 DOLLARS \$ 385,000.00 (Purchase Price)
- DEPOSIT:** A deposit of \$ 5,000.00 which will form part of the Purchase Price, will be paid on the following terms:

To be paid within 24hrs of final subject

All monies paid pursuant to this section (Deposit) will be paid in accordance with section 10 or by uncertified cheque except as otherwise set out in this section 2 and will be delivered in trust to Realty Executives in Trust and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.


INITIALS

3. **TERMS AND CONDITIONS:** The purchase and sale of the Property includes the following terms and is subject to the following conditions:

See attached addendum

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

4. **COMPLETION:** The sale will be completed on MAY 22, yr. 2014
(Completion Date) at the appropriate Land Title Office.

5. **POSSESSION:** The Buyer will have vacant possession of the Property at 9:00 A m. on MAY 23, yr. 2014 (Possession Date) OR, subject to the following existing tenancies, if any:

6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of MAY 23, yr. 2014 (Adjustment Date).

7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:

2 Washers, 2 Dryers, 2 Fridges, 2 Stoves, 2 Dishwasher, 2 Microwaves. All Window Coverings in the house.
All door and mail keys, ~~Garage Door Opener~~.



Central vac attachments



BUT EXCLUDING:

8. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on March 29, yr. 2014
9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Clause 5, if any, and except as otherwise set out herein.
10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, cash or Lawyer's/Notary's or real estate brokerage's trust cheque.
11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.


INITIALS

PROPERTY ADDRESS

- 12. TIME:** Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller in accordance with the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
- 13. BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
- 14. CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
- 15. COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
- 16. RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.
- 17. PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
- 18. REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.
- 19. PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "Licensee(s)") described in Clause 20, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:
- for all purposes consistent with the transaction contemplated herein;
 - if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;
 - for enforcing codes of professional conduct and ethics for members of real estate boards; and
 - for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®*.



INITIALS

20. AGENCY DISCLOSURE: The Seller and the Buyer acknowledge having received, read and understood the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®* and acknowledge and confirm as follows:

A. the Seller has an agency relationship with

_____ who is licensed in relation to _____
DESIGNATED AGENT/LICENSEE BROKERAGE

B. the Buyer has an agency relationship with

_____ who is licensed in relation to _____
DESIGNATED AGENT/LICENSEE BROKERAGE

C. the Buyer and the Seller have consented to a limited dual agency relationship with

Cam Manning and Darla Cooper
DESIGNATED AGENT/LICENSEE

who is/are licensed in relation to Realty Executives in Trust
BROKERAGE

having signed a Limited Dual Agency Agreement dated _____

If only (A) has been completed, the Buyer is acknowledging no agency relationship. If only (B) has been completed, the Seller is acknowledging no agency relationship.

21. ACCEPTANCE IRREVOCABLE (Buyer and Seller): The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable, including without limitation, during the period prior to the date specified for the Buyer to either:

A. fulfill or waive the terms and conditions herein contained; and/or

B. exercise any option(s) herein contained.

22. THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.

23. OFFER: This offer, or counter-offer, will be open for acceptance until 2:00 o'clock p m. on Mar 30, yr. 2014 (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

Darla Cooper
WITNESS

X

WITNESS

[Signature]
BUYER

Virginia Labine
BUYER

SEAL Mike Bontien

PRINT NAME

SEAL Virginia Labine-Bontien

PRINT NAME

24. ACCEPTANCE: The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested forthwith after completion.

Seller's acceptance is dated Mar 30, yr. 2014

Darla Cooper
WITNESS

X

WITNESS

[Signature]
SELLER

SEAL Leslie Gonzato

PRINT NAME

SEAL

PRINT NAME

CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS® NO.: 10078984

DATE: May 21, 2013

PAGE 5 of 6 PAGES

RE: ADDRESS 11275 Darlene Road Lake County BC V4V 1Y4

LEGAL DESCRIPTION: Lot 66, Plan 33733, DL 173, 41 ODYD

PID 003-101-843 OTHER PID(S) _____

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED _____

MADE BETWEEN Mike Bentien Virginia Labine-Bentien AS BUYER, AND
Leslie Gonzato AS SELLER AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

BUYER FINANCING

Subject to a first mortgage being made available to the buyer on or before APRIL 15, 14, at market rates and terms satisfactory to the buyer from a lender of the buyers choice. This condition is for the sole benefit of the Buyer.

PROPERTY DISCLOSURE STATEMENT

Subject to the Buyer on or before APRIL 15, 14 approving the PROPERTY DISCLOSURE STATEMENT dated _____ with respect to the information that reasonably may adversely affect the use or value of the Property. If approved, such statement will be incorporated into and form part of this Contract. This condition is for the sole benefit of the Buyer.

TITLE SEARCH

Subject to the Buyer on or before APRIL 15, 14 searching and approving TITLE to the Property against the presence of any charge or other feature, whether registered or not, that reasonably may affect the Property's use or value. This condition is for the sole benefit of the Buyer.

HOME & PROPERTY INSPECTION

Subject to the Buyer on or before APRIL 15, 14, at the Buyer's expense, obtaining and approving an independent HOME & PROPERTY INSPECTION REPORT against any defects which may adversely affect the Property's use or value. The Seller will allow access to the Property for this purpose on reasonable notice. This condition is for the sole benefit of the Buyer.

INSURANCE

Subject to the Buyer obtaining approval for FIRE/PROPERTY INSURANCE on the Property, on terms and at rates satisfactory to the Buyer, on or before APRIL 15, 14. This condition is for the sole benefit of the Buyer.

[Signature]
WITNESS
X
[Signature]
WITNESS
X
[Signature]
WITNESS
X
[Signature]
WITNESS

[Signature]
BUYER
[Signature]
BUYER
[Signature]
SELLER
SELLER

SEAL Mike Bentien
PRINT NAME
SEAL Virginia Labine-Bentien
PRINT NAME
SEAL Leslie Gonzato
PRINT NAME
SEAL
PRINT NAME

*PREC represents Personal Real Estate Corporation

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CONTRACT OF PURCHASE AND SALE ADDENDUM

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PAGE 6 of 6 PAGES

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MADE BETWEEN Mike Bentien Virginia Labine-Bentien AS BUYER, AND
Leslie Gonzato AS SELLER AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

LEVIES

Subject to the Buyer verifying and approving SEWER and/or WATER LEVIES and all related expenses on or before APRIL 15, 14. The Seller shall provide a copy of the most recent tax notice to the Buyer if available. This condition is for the sole benefit of the Buyer.

(TERMS)

LEGAL ADVICE The Buyer acknowledge and declare that they will have read, understood and at their discretion, will have these documents reviewed by their lawyer and or accountant or a qualified advisor of their choice prior to final subject removal.

PROVINCIAL PROPERTY TRANSFER TAX

The Buyer is aware of a Provincial Property Transfer Tax which is 1% on the first \$200,000 of the purchase price and a 2% on the remaining balance.

PROPERTY CONDITION The Seller agrees to have the property free and clear of all personal belongings, debris and garbage on or before the time of possession. In the event the property is not left in this condition, the seller agrees to have the items removed at his expense.

HIDDEN DAMAGE The Seller declares that there is no damage to walls or flooring presently hidden by furniture or accessories.

SURVEY CERTIFICATE The Seller agrees to provide to the Buyer at no cost, a survey certificate of the property if one is available.

APPLIANCE WARRANTY The Seller acknowledges that all included items will be in good and proper working condition as of the possession date. The Seller agrees to provide appliance manuals and warranty information if available.

X Paula Loop
WITNESS

X _____
WITNESS

X Paula Loop
WITNESS

X _____
WITNESS

X _____
WITNESS

BUYER Mike Bentien

BUYER Virginia Labine-Bentien

SELLER Leslie Gonzato

SELLER _____

SELLER _____

SEAL Mike Bentien

PRINT NAME

SEAL Virginia Labine-Bentien

PRINT NAME

SEAL Leslie Gonzato

PRINT NAME

SEAL

PRINT NAME

*PREC represents Personal Real Estate Corporation

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INFORMATION ABOUT THE PROPERTY DISCLOSURE STATEMENT **RESIDENTIAL**

If this disclosure statement is being used for bare land strata, use the Property Disclosure Statement – Strata Properties along with this form.

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE PROPERTY DISCLOSURE STATEMENT.

EFFECT OF THE PROPERTY DISCLOSURE STATEMENT:

The property disclosure statement will not form part of the Contract of Purchase and Sale unless so agreed by the buyer and the seller. This can be accomplished by inserting the following wording in the Contract of Purchase and Sale:

“The attached Property Disclosure Statement dated
Mar 26 yr. 2014 is incorporated into
and forms part of this contract.”

ANSWERS MUST BE COMPLETE AND ACCURATE:

The property disclosure statement is designed, in part, to protect the seller by establishing that all relevant information concerning the premises has been provided to the buyer. It is important that the seller not answer “do not know” or “does not apply” if, in fact, the seller knows the answer. An answer must provide all relevant information known to the seller. In deciding what requires disclosure, the seller should consider whether the seller would want the information if the seller was a potential buyer of the premises.

BUYER MUST STILL MAKE THE BUYER'S OWN INQUIRIES:

The buyer must still make the buyer's own inquiries after receiving the property disclosure statement. Each question and answer must be considered, keeping in mind that the seller's knowledge of the premises may be incomplete. Additional information can be requested from the seller or from an independent source such as the Municipality or Regional District. The buyer can hire an independent, licensed inspector to examine the premises and/or improvements to determine whether defects exist and to provide an estimate of the cost of repairing problems that have been identified on the property disclosure statement or on an inspection report.

FOUR IMPORTANT CONSIDERATIONS:

1. The seller is legally responsible for the accuracy of the information which appears on the property disclosure statement. Not only must the answers be correct, but they must be complete. The buyer will rely on this information when the buyer contracts to purchase the premises. Even if the property disclosure statement is not incorporated into the Contract of Purchase and Sale, the seller will still be responsible for the accuracy of the information on the property disclosure statement if it caused the buyer to agree to buy the property.
2. The buyer must still make the buyer's own inquiries concerning the premises in addition to reviewing a property disclosure statement, recognizing that, in some cases, it may not be possible to claim against the seller, if the seller cannot be found or is insolvent.
3. Anyone who is assisting the seller to complete a property disclosure statement should take care to see that the seller understands each question and that the seller's answer is complete. It is recommended that the seller complete the property disclosure statement in the seller's own writing to avoid any misunderstanding.
4. If any party to the transaction does not understand the English language, consider obtaining competent translation assistance to avoid any misunderstanding.

PROPERTY DISCLOSURE STATEMENT RESIDENTIAL



Date of disclosure: March 26, 2014

The following is a statement made by the seller concerning the premises or bare-land strata lot located at:

ADDRESS/BARE-LAND STRATA LOT #: 11275 Darlene Road
Lake Country BC

V4V-1Y4

(the "Premises")

THE SELLER IS RESPONSIBLE for the accuracy of the answers on this property disclosure statement and where uncertain should reply "Do Not Know." This property disclosure statement constitutes a representation under any Contract of Purchase and Sale if so agreed, in writing, by the seller and the buyer.		THE SELLER SHOULD INITIAL THE APPROPRIATE REPLIES.			
		YES	NO	DO NOT KNOW	DOES NOT APPLY
1. LAND					
A. Are you aware of any encroachments, unregistered easements or unregistered rights-of-way?			<i>[initials]</i>	☒	☒
B. Are you aware of any past or present underground oil storage tank(s) on the Premises?			<i>[initials]</i>	☒	☒
C. Is there a survey certificate available?			<i>[initials]</i>	☒	☒
D. Are you aware of any current or pending local improvement levies/charges?			<i>[initials]</i>	☒	☒
E. Have you received any other notice or claim affecting the Premises from any person or public body?			<i>[initials]</i>	☒	☒
2. SERVICES					
A. Indicate the water system(s) the Premises use: Municipal ☐ Community ☐ Private ☒ Well ☐ Not Connected ☐ Other _____			<i>[initials]</i>	☒	☒
B. Are you aware of any problems with the water system?			<i>[initials]</i>	☒	☒
C. Are records available regarding the quantity and quality of the water available?	<i>[initials]</i>			☒	☒
D. Indicate the sanitary sewer system the Premises are connected to: Municipal ☒ Community ☐ Septic ☐ Lagoon ☐ Not Connected ☐ Other _____				☒	☒
E. Are you aware of any problems with the sanitary sewer system?			<i>[initials]</i>	☒	☒
F. Are there any current service contracts; (i.e., septic removal or maintenance)?			<i>[initials]</i>	☒	☒
G. If the system is septic or lagoon and installed after May 31, 2005, are maintenance records available?				☒	<i>[initials]</i>
3. BUILDING					
A. To the best of your knowledge, are the exterior walls insulated?	<i>[initials]</i>			☒	☒
B. To the best of your knowledge, is the ceiling insulated?	<i>[initials]</i>		<i>[initials]</i>	☒	☒
C. To the best of your knowledge, have the Premises ever contained any asbestos products?			<i>[initials]</i>	☒	☒
D. Has a final building inspection been approved or a final occupancy permit been obtained?	<i>[initials]</i>			☒	☒
E. Has the fireplace, fireplace insert, or wood stove installation been approved by local authorities?				<i>[initials]</i>	☒
F. Are you aware of any infestation or unrepaired damage by insects or rodents?			<i>[initials]</i>	☒	☒
G. Are you aware of any structural problems with any of the buildings?			<i>[initials]</i>	☒	☒
H. Are you aware of any additions or alterations made in the last sixty days?			<i>[initials]</i>	☒	☒
I. Are you aware of any additions or alterations made without a required permit and final inspection; e.g., building, electrical, gas, etc.?			<i>[initials]</i>	☒	☒

[initials] ☐ ☐ ☐ ☐

INITIALS

ADDRESS/BARE-LAND STRATA LOT #: 11275 Darlene Road

Lake Country BC

V4V-1Y4

3. BUILDING (continued):	YES	NO	DO NOT KNOW	DOES NOT APPLY
J. Are you aware of any problems with the heating and/or central air conditioning system?				
K. Are you aware of any moisture and/or water problems in the walls, basement or crawl space?				
L. Are you aware of any damage due to wind, fire or water?				
M. Are you aware of any roof leakage or unrepaired roof damage? (Age of roof if known: <u>16 months</u>)				
N. Are you aware of any problems with the electrical or gas system?				
O. Are you aware of any problems with the plumbing system?				
P. Are you aware of any problems with the swimming pool and/or hot tub?				
Q. Do the Premises contain unauthorized accommodation?				
R. Are there any equipment leases or service contracts; e.g., security systems, water purification, etc?				
S. Were these Premises constructed by an "owner builder," as defined in the Homeowner Protection Act, with construction commencing, or a building permit applied for, after July 1, 1999? (If so, attach required Owner Builder Declaration and Disclosure Notice.)				
T. Are these Premises covered by home warranty insurance under the Homeowner Protection Act?				
U. Is there a current "EnerGuide for Houses" rating number available for these premises? i) If yes, what is the rating number? _____ ii) When was the energy assessment report prepared? _____				
4. GENERAL				
A. Are you aware if the Premises have been used as a marijuana grow operation or to manufacture illegal drugs?				
B. Are you aware of any material latent defect as defined in Real Estate Council of British Columbia Rule 5-13(1)(a)(i) or Rule 5-13(1)(a)(ii) in respect of the Premises?				
C. Are you aware if the property, or any portion of the property, is designated or proposed for designation as a "heritage site" or of "heritage value" under the Heritage Conservation Act or under municipal legislation?				

For the purposes of Clause 4.B. of this form, Council Rule 5-13(1)(a)(i) and (ii) is set out below.

5-13 Disclosure of latent defects

(1) For the purposes of this section:

Material latent defect means a material defect that cannot be discerned through a reasonable inspection of the property, including any of the following:

(a) a defect that renders the real estate

(i) dangerous or potentially dangerous to the occupants

(ii) unfit for habitation

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INITIALS

March 26, 2014

DATE OF DISCLOSURE

PAGE 3 of 3 PAGES

ADDRESS/BARE-LAND STRATA LOT #: 11275 Darlene Road

Lake Country BC V4V-1Y4

5. ADDITIONAL COMMENTS AND/OR EXPLANATIONS (Use additional pages if necessary.)

The seller states that the information provided is true, based on the seller's current actual knowledge as of the date on page 1. Any important changes to this information made known to the seller will be disclosed by the seller to the buyer prior to closing. The seller acknowledges receipt of a copy of this property disclosure statement and agrees that a copy may be given to a prospective buyer.

PLEASE READ THE INFORMATION PAGE BEFORE SIGNING.


SELLER(S)

SELLER(S)

The buyer acknowledges that the buyer has received, read and understood a signed copy of this property disclosure statement from the seller or the seller's brokerage on the _____ day of _____ yr. _____. The prudent buyer will use this property disclosure statement as the starting point for the buyer's own inquiries.

The buyer is urged to carefully inspect the Premises and, if desired, to have the Premises inspected by a licensed inspection service of the buyer's choice.

BUYER(S)

BUYER(S)

The seller and the buyer understand that neither the listing nor selling brokerages or their managing brokers, associate brokers or representatives warrant or guarantee the information provided about the Premises.

*PREC represents Personal Real Estate Corporation

Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR[®]) and/or the quality of services they provide (MLS[®]).

Individual Identification Information Record

CREA

NOTE: An Individual Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. This Record must be completed by the REALTOR® whenever they act in respect to the purchase or sale of real estate. It is recommended that the Individual Identification Information Record be completed.

- (i) for a buyer when the offer is submitted and/or a deposit made, and
- (ii) for a seller when the seller accepts the offer.

Transaction Property Address: 11275 Darlene Road

Lake Country BC

V4V-1Y4

Sales Representative/Broker Name: Darla Cooper and

Cam Manning

Date: March 26, 2014

A. Verification of Individual

NOTE: This section must be completed for clients that are individuals or unrepresented individuals who are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller). Where an unrepresented individual refuses to provide identification after reasonable efforts are made to verify that identification, a REALTOR® must keep a record of that refusal and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves property from the proceeds of crime, or terrorist activity. Where you are using an agent or mandatary to verify an individual, see procedure described in CREA's FINTRAC Compliance booklet.

1. Full legal name of individual:

Leslie Anne Gonzato

2. Address: 11275 Darlene Road

Lake Country BC

V4V-1Y4

3. Date of Birth:

March 27, 2014

Jan 11, 1965

4. Nature of Principal Business or Occupation: Office Management

5. Type of Identification Document*: Drivers Licence

(must view the original, see below for list of acceptable documents)

6. Document Identifier Number:

3988 183

7. Issuing Jurisdiction: British Columbia

(Provincial, Territorial, or Federal Government)

8. Document Expiry Date:

Jan 11, 2017

(must be valid and not expired)

*Acceptable identification documents: birth certificate, driver's licence, provincial health insurance card (not acceptable if from Ontario, Manitoba or Prince Edward Island), passport, record of landing, permanent resident card, old age security card, a certificate of Indian status, or SIN card (although SIN numbers are not to be included on any report sent to FINTRAC). Other acceptable identification documents: provincial or territorial identification card issued by the Insurance Corporation of British Columbia, Alberta Registries, Saskatchewan Government Insurance, the Department of Service Nova Scotia and Municipal Relations, the Department of Transportation and Public Works of the Province of Prince Edward Island, Service New Brunswick, the Department of Government Services and Lands of the Province of Newfoundland and Labrador, the Department of Transportation of the Northwest Territories or the Department of Community Government and Transportation of the Territory of Nunavut. If identification document is from a foreign jurisdiction, it must be equivalent to one of the above identification documents.



B. Verification of Third Parties *(if applicable)*

NOTE: Complete this section of the form when a client or unrepresented individual is acting on behalf of a third party. Where you cannot determine if there is a third party, but there are reasonable grounds to suspect the individual is acting on behalf of a third party, you must keep a record of that fact.

1. Name of third party:

2. Address:

.....
.....
.....

3. Date of Birth:

4. Nature of Principal Business or Occupation:

5. Incorporation number and place of issue *(if applicable)*:

6. Relationship between third party and client:

TITLE SEARCH PRINT

2014-03-27, 11:25:27

Requestor: PA97348

Folio/File Reference: COOPER-DARLENE

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

Land Title District	KAMLOOPS
Land Title Office	KAMLOOPS
Title Number	CA2374967
From Title Number	CA993994
Application Received	2012-02-01
Application Entered	2012-02-06
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	LESLIE ANNE GONZATO, SECRETARY 11275 DARLENE LAKE COUNTRY, BC V4V 1Y4
Taxation Authority	DISTRICT OF LAKE COUNTRY
Description of Land	
Parcel Identifier:	003-101-843
Legal Description:	LOT 66 DISTRICT LOT 173 OSOYOOS DIVISION YALE DISTRICT PLAN 33733
Legal Notations	
	NOTE: SUBJECT TO LINE FENCES ACT SEE DD 744 AND 19241F
Charges, Liens and Interests	
Nature:	RIGHT OF WAY
Registration Number:	43266E
Registration Date and Time:	1906-01-08 09:30
Registered Owner:	THOMAS WOOD
Remarks:	INTER ALIA PART FORMER LOT 4 PLAN 20207 DD 744 AND 19241F

TITLE SEARCH PRINT

2014-03-27, 11:25:27

Requestor: PA97348

Folio/File Reference: COOPER-DARLENE

Nature: COVENANT
Registration Number: T68494
Registration Date and Time: 1982-12-30 13:37
Registered Owner: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA
C/O MINISTRY OF HEALTH AND REGIONAL DISTRICT OF
CENTRAL OKANAGAN
Remarks: INTER ALIA SECTION 215 LTA

Nature: STATUTORY RIGHT OF WAY
Registration Number: T68495
Registration Date and Time: 1982-12-30 13:37
Registered Owner: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA
C/O MINISTRY OF TRANSPORTATION AND HIGHWAYS
Remarks: INTER ALIA PART ON PLAN A17350 TOGETHER WITH
ANCILLARY RIGHTS OVER THE REMAINDER

Nature: RENT CHARGE
Registration Number: T68499
Registration Date and Time: 1982-12-30 13:39
Registered Owner: ALTO UTILITIES LTD.
INCORPORATION NO. 93981
Remarks: INTER ALIA

Nature: STATUTORY BUILDING SCHEME
Registration Number: T68500
Registration Date and Time: 1982-12-30 13:40
Remarks: INTER ALIA SEC 216 LTA

Nature: MORTGAGE
Registration Number: CA2374968
Registration Date and Time: 2012-02-01 12:02
Registered Owner: COMPUTERSHARE TRUST COMPANY OF CANADA
INCORPORATION NO. A52313

Duplicate Infeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE