

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 (plus GST).

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

BROKERAGE: Royal LePage Kelowna (Wstbk) DATE: May 17, 2014
 ADDRESS: #11 - 2475 Dobbin Road West Kelowna PC: V4T 2E9 PHONE: 250-768-2161
 PREPARED BY: Troy Sewell MLS® NO: 10075189

SELLER: <u>Ron Unger</u>	BUYER: <u>Susan Jennifer Alcott</u>
SELLER: <u>Anita Unger</u>	BUYER: _____
ADDRESS: <u>3590 Shadow Creek DR</u>	ADDRESS: <u>1795 28th Street</u>
	<u>West Vancouver, BC</u>
Kelowna PC: <u>V1X 8A7</u>	PC: <u>V7V 4L9</u>
PHONE: _____	PHONE: _____
RESIDENT OF CANADA NON-RESIDENT OF CANADA	OCCUPATION: _____
as defined under the <i>Income Tax Act</i> .	

PROPERTY:

3590 Shadow Creek DR

UNIT NO. ADDRESS OF PROPERTY

Kelowna

V1X 8A7

CITY/TOWN/MUNICIPALITY

POSTAL CODE

026-215-691

PID OTHER PID(S)

LOT 47, PLAN KAS2814, SEC 7, TWN 24, ODYD

LEGAL DESCRIPTION

District: Osoyoos Div of Yale, Township:

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 _____
Five Hundred Fifteen Thousand DOLLARS \$ 515,000.00 (Purchase Price)
- DEPOSIT:** A deposit of \$ 10,000.00 which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows:
Within 24 hours of final subject removal

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 Royal LePage Kelowna 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 addendums.

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 June 25, yr. 2014
(Completion Date) at the appropriate Land Title Office.
5. **POSSESSION:** The Buyer will have vacant possession of the Property at 12:00 p.m. on
June 26, yr. 2014 (Possession Date) OR, subject to the following existing tenancies, if any:
Vacant possession
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 June 26, 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:
Fridge, stove, microwave, dishwasher. All window coverings [blinds and draperies], all attached shelving and hooks throughout house & garage, all pool equipment [including vacuum, covers & accessories], garage door openers, built in vacuum and all attachments. Garbage, recycling and yard waste bins. TV bracket above downstairs fireplace. Remotes for fireplace. Beverage fridge outside. Built in Desk in den. water softener and reverse osmosis system. all cabinets and racks in wine closet. Dining room cabinet. Left over paint and flooring. All glass tops for shelving.
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 May 17, 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

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:
- A. for all purposes consistent with the transaction contemplated herein;
 - B. 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;
 - C. for enforcing codes of professional conduct and ethics for members of real estate boards; and
 - D. 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
Chad Point who is licensed in relation to Realty Executives of the Okanagan
DESIGNATED AGENT/LICENSEE BROKERAGE

B. the Buyer has an agency relationship with
Troy Sewell who is licensed in relation to Royal LePage Kelowna (Wstbk)
DESIGNATED AGENT/LICENSEE BROKERAGE

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

DESIGNATED AGENT/LICENSEE

who is/are licensed in relation to _____
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 11 o'clock a.m. on May 18, 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.

X
WITNESS

[Signature]
BUYER

SEAL Susan Jennifer Alcott
PRINT NAME

X
WITNESS

BUYER

SEAL
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 May 17/14, yr. _____

X
WITNESS

SELLER

SEAL Ron Unger
PRINT NAME

X
WITNESS

SELLER

SEAL Anita Unger
PRINT NAME

*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®).

BC2057 REV. DA NOV 2013

COPYRIGHT - BC REAL ESTATE ASSOCIATION AND CANADIAN BAR ASSOCIATION (BC BRANCH)

WEBForms® Jan/2014

CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS® NO.: 10075189

DATE: March 29, 2014

PAGE 5 of 8 PAGES

RE: ADDRESS 3590 Shadow Creek DR Kelowna V1X 8A7
LEGAL DESCRIPTION: LOT 47, PLAN KAS2814, SEC 7, TWN 24, ODYD
District: Osoyoos Div of Yale, Township:
PID 026-215-691 OTHER PID(S) _____

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED May 17, 2014

MADE BETWEEN Susan Jennifer Alcott AS BUYER, AND
Ron Unger Anita Unger AS SELLER AND COVERING
THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

1. **PROVINCIAL PROPERTY TRANSFER TAX [Buyer]** The Buyer[s] is/are aware of a 1% Provincial Property Purchase Tax up to \$200,000 of purchase price and 2% on the balance.

2. **SURVEY CERTIFICATE [Seller]**
The Seller[s] agree to provide the Buyer[s] at no cost, a survey certificate of the Property if one is available.

3. **APPLIANCE WARRANTY [Seller]**
The Seller[s] acknowledges that all included items will be in good & proper working order at possession date. The Seller[s] agree to provide appliance manuals and warranty information if available.

4. **DEPOSITS [Buyer]**
A Buyer's deposit cannot be released until it has cleared their bank and the provisions of the Real Estate Act have been complied with. Deposits within 10 working days of Completion Date must be by money order or bank draft. Only deposits over \$20,000.00 and held in Royal LePage Kelowna trust account for more than 45 days may be placed in an interest bearing trust account with interest accruing to the benefit of the N/A.

5. **TITLE TO PROPERTY [Buyer]**
The Buyer[s] acknowledge that it is the Buyer's responsibility to obtain independent legal advice concerning any encumbrances that will remain on the title to the property after the Completion date. The Buyer[s] acknowledge and accept that on Completion the Buyer will receive title containing any non - financial charges set out in the copy of the title search results that is attached to and forms part of this contract.

6. **GOODS AND SERVICE TAX [Buyer]** The Buyer[s] are advised that any questions regarding GST liability, exemptions, or the right to apply for a rebate, should contact a lawyer, accountant or Canada Customs and Revenue Agency Office.

7. **FIREPLACES, FIREPLACE INSERTS AND WOOD STOVES [Buyer]**
The buyer[s] agree that they must satisfy themselves with the compliance of any fireplace, fireplace insert or wood stove installed in the Property with applicable municipal or regional bylaws and fire insurance requirements.

8. The Buyer[s] have been advised to seek independent legal advice.

9. **ASSIGNMENT [Buyer] [Seller]** The Buyer reserves the right to assign this contract in whole or in part to any third party without further notice to the Seller; said assignment not to relieve the Buyer from his obligation to complete the terms and conditions of this contract should the assignment default. The Buyer will give the Seller notice in writing, should such assignment occur.

10. The Seller[s] warrant that they will not disclose any information regarding this offer to any other buyer[s] until this offer is firm & binding.

X
WITNESS
X
WITNESS
X
WITNESS
X
WITNESS

BUYER

BUYER

SELLER

SELLER

SEAL Susan Jennifer Alcott

PRINT NAME

SEAL

PRINT NAME

SEAL

Ron Unger

PRINT NAME

SEAL

Anita Unger

PRINT NAME

*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®).

BC2005 REV MAR/12

COPYRIGHT - BC REAL ESTATE ASSOCIATION AND THE CANADIAN BAR ASSOCIATION (BC BRANCH)
WEBForms® Mar/2012

CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS® NO.: 10075189

DATE: May 17, 2014

PAGE 6 of 8 PAGES

RE: ADDRESS 3590 Shadow Creek DR Kelowna VIX 8A7
LEGAL DESCRIPTION: LOT 47, PLAN KAS2814, SEC 7, TWN 24, ODYD
District: Osoyoos Div of Yale, Township:
PID 026-215-691 OTHER PID(S) _____

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED May 17, 2014

MADE BETWEEN Susan Jennifer Alcott AS BUYER, AND
Ron Unger Anita Unger AS SELLER AND COVERING
THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

1. Subject to the Buyer[s] on or before May 30, 2014 searching and approving title to the property against the presence of any charge or other feature, whether registered or not, that may reasonably affect the property's use or value. This condition is for the sole benefit of the Buyer[s].
2. Subject to the Buyer[s] on or before May 30, 2014 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[s]. The attached Property Disclosure Statement dated _____ is incorporated into and forms part of this contract.
3. Subject to the Buyer[s], at the Buyer's expense, obtaining and approving a HOME & PROPERTY INSPECTION REPORT, and/or a POOL INSPECTION REPORT and/or a BUG INSPECTION REPORT on the property by May 30, 2014 from a qualified professional Home Inspector, Pool Inspector and/or Bug Inspector of the Buyer's choice, against any defects whose cumulative cost to repair exceeds \$1000 and which reasonably may adversely affect the property's use or value. The seller agrees to allow access to the property upon reasonable notice and open the pool to accommodate a proper inspection. This condition is for the sole benefit of the Buyer[s].
4. Subject to a FIRST MORTGAGE being made available to the Buyer[s] at current interest rates by May 30, 2014. This condition is for the sole benefit of the Buyer[s].
5. Subject to the Buyer[s] verifying and approving SEWER and/or WATER LEVY and all related expenses by May 30, 2014. This condition is for the sole benefit of the Buyer[s].
6. Subject to the Buyer[s] obtaining approval for FIRE/PROPERTY INSURANCE, satisfactory to the Buyer[s], on the property by May 30, 2014. This condition is for the sole benefit of the Buyer[s].
7. Subject to the Buyer[s] receiving and approving information or professional advice concerning the Buyer's GST liability, GST exemptions or GST rebates, by May 30, 2014. This condition is for the sole benefit of the Buyer[s].
8. Subject to the buyer[s] receiving and approving of independent legal advice by May 30, 2014. This condition is for the sole benefit of the buyer[s].
9. Subject to the Buyer[s] verifying and being satisfied that the subject property is covered under THE HOMEOWNER PROTECTION ACT, on or before May 30, 2014. Any home built after July 1, 1999 is required to be covered. This condition is for the sole benefit of the Buyer[s].
10. Subject to the Buyer[s] viewing and being satisfied with the file on the property with the municipality by May 30, 2014. The seller[s] hereby gives permission to the buyer[s] or the buyer[s] agent to view the file on the property with the City of Kelowna. This condition is for the sole benefit of the Buyer[s].

X
WITNESS
X
WITNESS
X
WITNESS
X
WITNESS

BUYER

BUYER

SELLER

SELLER

SEAL Susan Jennifer Alcott

PRINT NAME

SEAL

PRINT NAME

SEAL

Ron Unger

PRINT NAME

SEAL

Anita Unger

PRINT NAME

*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®).

BC2005 REV MAR/12

COPYRIGHT - BC REAL ESTATE ASSOCIATION AND THE CANADIAN BAR ASSOCIATION (BC BRANCH)

WEBForms® Mar/2012

CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS# NO: 10075189

DATE: May 17, 2014

PAGE 7 of 8 PAGES

RE ADDRESS 3590 Shadow Creek DR Kelowna V1X 8A7

LEGAL DESCRIPTION LOT 47, PLAN KAS2814, SEC 7, TWN 24, ODYD

District: Osoyoos Div of Yale, Township:

PID 026-215-691

OTHER PID(S)

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED May 17, 2014

MADE BETWEEN Susan Jennifer Alcott

AS BUYER, AND

Ron Unger

Anita Unger

AS SELLER AND COVERING

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

1. STRATA DOCUMENTATION

Subject to the Buyer(s), on or before May 30, 2014, receiving and approving the following documents with respect to information that reasonably may adversely affect the use or value of the strata lot, including any by-law, item of repair or maintenance, special levy, judgment or other liability, whether actual or potential:

-A current Form "B" Information Certificate attaching the strata corporation's rules, current budget and the developer's Rental Disclosure Statement, if any;

-A copy of the registered strata plan, any amendments to the strata plan, and any resolutions dealing with changes to common property;

-The current by-laws and financial statements of the strata corporation, and any section to which the strata corporation lot belongs; -The minutes of any meeting held between the period from May 2012 to May 2014 by the strata council and the members in annual, extraordinary or special general meetings, and by the members or the executive of any section to which the strata lot belongs;

-Other pertinent information, documents, records or reports.

Immediately upon acceptance of this offer or counter-offer, the Seller(s) will authorize the [Seller's agent], to request, at the [Seller's] expense, complete copies of the documents listed above from the strata corporation or other source and to immediately, upon receipt, deliver the documents to the Buyer(s) (or the Buyer's agent). This condition is for the sole benefit of the Buyer(s).

-Current Deprecation Report

2. ADDITIONAL FEES

The Buyer(s) is/are aware that the strata corporation charges a strata fee(s) for Road Maintenance, contingency reserve, landscaping in the amount of \$140.83 from strata documents.

3. RESTRICTIONS The Seller(s) represents that there is no age restriction or rental restrictions, but are pet restrictions.

4. CHANGE IN BY-LAWS OR RULES CLAUSE The seller(s) will notify the Buyer(s) before the completion date of any notice of a resolution to amend the by-laws or rules of the strata corporation, or the by-laws or rules of a section to which the strata lot belongs, or any amendment to such by-laws or rules, that the Seller(s) has not previously disclosed to the Buyer(s). The Seller(s) will promptly deliver a copy of the relevant resolution or notice of resolution to the Buyer(s). The Buyer's are advised to seek legal advice.

X

WITNESS



BUYER

SEAL

Susan Jennifer Alcott

PRINT NAME

X

WITNESS



BUYER

SEAL

PRINT NAME

X

WITNESS



SELLER

SEAL

Ron Unger

PRINT NAME

X

WITNESS



SELLER

SEAL

Anita Unger

PRINT NAME

PRIC 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 (REALTORS®) and/or the quality of services they provide (R.E.S.B.).

BC2005 REV MAR/12

COPYRIGHT - BC REAL ESTATE ASSOCIATION AND THE CANADIAN BAR ASSOCIATION (BC BRANCH)

VER/Prints® Mar/2012

CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS® NO.: 10075189

DATE: May 17, 2014

PAGE 8 of 8 PAGES

RE: ADDRESS 3590 Shadow Creek DR Kelowna V1X 8A7
LEGAL DESCRIPTION: LOT 47, PLAN KAS2814, SEC 7, TWN 24, ODYD
District: Osoyoos Div of Yale, Township:
PID 026-215-691 OTHER PID(S)

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED May 17, 2014
MADE BETWEEN Susan Jennifer Alcott AS BUYER, AND
Ron Unger Anita Unger AS SELLER AND COVERING
THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

5. SPECIAL LEVY If a special levy is approved before the completion date, the Seller[s] shall credit the Buyer[s] with the entire portion of the special levy that the Buyer[s] are obligated to pay under the Strata Property Act, and the Seller[s] hereby direct the Buyer[s] lawyer or notary public to hold back such credit from the sales proceeds and remit it to the strata corporation. Seller[s] hereby direct the Buyer[s] lawyer or notary public to hold back such credit from the sales proceeds and remit it to the strata corporation.

X
WITNESS
X
WITNESS
X
WITNESS
X
WITNESS

BUYER
BUYER
SELLER
SELLER

SEAL Susan Jennifer Alcott
PRINT NAME
SEAL
PRINT NAME
SEAL Ron Unger
PRINT NAME
SEAL Anita Unger
PRINT NAME

*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®).

BC2005 REV MAR/12

COPYRIGHT - BC REAL ESTATE ASSOCIATION AND THE CANADIAN BAR ASSOCIATION (BC BRANCH)
WEBForms® Mar/2012

ADDRESS OF PROPERTY: 3590 Shadow Creek DR
P.I.D.: 026-215-691
BUYER: Susan Jennifer Alcott

Kelowna

VIX 8A7

DATE OF CONTRACT: May 17, 2014
SELLER: Ron and Anita Unger

A. REMOVAL / WAIVER OF "SUBJECT TO CLAUSE"

WITH REFERENCE TO THE ABOVE THE SUBJECT TO CLAUSE(S) AS NOTED BELOW, IS / ARE REMOVED/WAIVED. TIME SHALL REMAIN OF THE ESSENCE.

1. Subject to the Buyer[s] on or before May 30, 2014 searching and approving title to the property against the presence of any charge or other feature, whether registered or not, that may reasonably affect the property's use or value. This condition is for the sole benefit of the Buyer[s].
2. Subject to the Buyer[s] on or before May 30, 2014 approving the Property Disclosure Statement dated JAN 4 / 14 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[s]. The attached Property Disclosure Statement dated JAN 4 / 14 is incorporated into and forms part of this contract.
3. Subject to the Buyer[s], at the Buyer's expense, obtaining and approving a HOME & PROPERTY INSPECTION REPORT, and/or a POOL INSPECTION REPORT and/or a BUG INSPECTION REPORT on the property by May 30, 2014 from a qualified professional Home Inspector, Pool Inspector and/or Bug Inspector of the Buyer's choice, against any defects whose cumulative cost to repair exceeds \$1000 and which reasonably may adversely affect the property's use or value. The seller agrees to allow access to the property upon reasonable notice and open the pool to accommodate a proper inspection. This condition is for the sole benefit of the Buyer[s].
4. Subject to a FIRST MORTGAGE being made available to the Buyer[s] at current interest rates by May 30, 2014. This condition is for the sole benefit of the Buyer[s].
5. Subject to the Buyer[s] verifying and approving SEWER and/or WATER LEVY and all related expenses by May 30, 2014. This condition is for the sole benefit of the Buyer[s].
6. Subject to the Buyer[s] obtaining approval for FIRE/PROPERTY INSURANCE, satisfactory to the Buyer[s], on the property by May 30, 2014. This condition is for the sole benefit of the Buyer[s].
7. Subject to the Buyer[s] receiving and approving information or professional advice concerning the Buyer's GST

THE PARTIES AGREE THAT: (PLEASE INITIAL APPROPRIATE SET OF BOXES)

☐	☐
BUYER	SELLER

ADDITIONAL SUBJECT CLAUSE(S) REMAIN IN EFFECT ON THIS CONTRACT OF PURCHASE AND SALE.

OR

☒	☐
BUYER	SELLER

ALL CONDITIONS HAVE BEEN REMOVED AND THIS CONTRACT IS NOW UNCONDITIONAL.

WITNESS TO BUYER(S) SIGNATURE

DATE May 30 / 14

WITNESS TO SELLER(S) SIGNATURE

DATE

(BUYER) X [Signature]

(BUYER)

(SELLER)

(SELLER)

B. APPOINTMENT OF CONVEYANCER

THE BUYER HEREBY APPOINTS _____ OF
TO COMPLETE ALL NECESSARY LEGAL AND CONVEYANCING DOCUMENTS ON THEIR BEHALF.

WITNESS TO BUYER(S) SIGNATURE

DATE

(BUYER)

(BUYER)

THE SELLER HEREBY APPOINTS _____ OF
TO COMPLETE ALL NECESSARY LEGAL AND CONVEYANCING DOCUMENTS ON THEIR BEHALF.

WITNESS TO SELLER(S) SIGNATURE

DATE

(SELLER)

(SELLER)

ADDRESS OF PROPERTY: 3590 Shadow Creek DR
P.I.D.: 026-215-691
BUYER: Susan Jennifer Alcott

Kelowna

V1X 8A7

DATE OF CONTRACT: May 17, 2014
SELLER: Ron and Anita Unger

A. REMOVAL / WAIVER OF "SUBJECT TO CLAUSE"

WITH REFERENCE TO THE ABOVE THE SUBJECT TO CLAUSE(S) AS NOTED BELOW, IS /ARE REMOVED/WAIVED. TIME SHALL REMAIN OF THE ESSENCE.

liability, GST exemptions or GST rebates, by May 30, 2014. This condition is for the sole benefit of the Buyer[s].
8. Subject to the buyer[s] receiving and approving of independent legal advice by May 30, 2014. This condition is for the sole benefit of the buyer[s].
9. Subject to the Buyer[s] verifying and being satisfied that the subject property is covered under THE HOMEOWNER PROTECTION ACT, on or before May 30, 2014. Any home built after July 1, 1999 is required to be covered. This condition is for the sole benefit of the Buyer[s].
10. Subject to the Buyer[s] viewing and being satisfied with the file on the property with the municipality by May 30, 2014. The seller[s] hereby gives permission to the buyer[s] or the buyer[s] agent to view the file on the property with the City of Kelowna. This condition is for the sole benefit of the Buyer[s].

1. STRATA DOCUMENTATION

Subject to the Buyer[s], on or before May 30, 2014 receiving and approving the following documents with respect to information that reasonably may adversely affect the use or value of the strata lot, including any by-law, item of repair or maintenance, special levy, judgment or other liability, whether actual or potential:
-A current Form "B" Information Certificate attaching the strata corporation's rules, current budget and the developer's Rental Disclosure Statement, if any;
-A copy of the registered strata plan, any amendments to the strata plan, and any resolutions dealing with changes to common property;
-The current by-laws and financial statements of the strata corporation, and any section to which the strata corporation lot belongs;
-The minutes of any meeting held between the period from May 2012 to May 2014 by the strata council and the members in annual, extraordinary or special general meetings, and by the members or the

THE PARTIES AGREE THAT: (PLEASE INITIAL APPROPRIATE SET OF BOXES)

☐ BUYER ☐ SELLER
OR ☒ BUYER ☐ SELLER

ADDITIONAL SUBJECT CLAUSE(S) REMAIN IN EFFECT ON THIS CONTRACT OF PURCHASE AND SALE.

ALL CONDITIONS HAVE BEEN REMOVED AND THIS CONTRACT IS NOW UNCONDITIONAL.

WITNESS TO BUYER(S) SIGNATURE

DATE May 30/14

WITNESS TO SELLER(S) SIGNATURE

DATE

(BUYER) ✓ *[Signature]*

(BUYER)

(SELLER)

(SELLER)

B. APPOINTMENT OF CONVEYANCER

THE BUYER HEREBY APPOINTS _____ OF
TO COMPLETE ALL NECESSARY LEGAL AND CONVEYANCING DOCUMENTS ON THEIR BEHALF.

WITNESS TO BUYER(S) SIGNATURE

DATE

(BUYER)

(BUYER)

THE SELLER HEREBY APPOINTS _____ OF

TO COMPLETE ALL NECESSARY LEGAL AND CONVEYANCING DOCUMENTS ON THEIR BEHALF.

WITNESS TO SELLER(S) SIGNATURE

DATE

(SELLER)

(SELLER)



REMOVAL OF
"SUBJECT TO CLAUSE"
AND APPOINTMENT OF
CONVEYANCER



PAGE 3 OF 3 PAGES

ADDRESS OF PROPERTY: 3590 Shadow Creek DR
P.I.D.: 026-215-691
BUYER: Susan Jennifer Alcott

Kelowna

VIX 8A7

DATE OF CONTRACT: May 17, 2014
SELLER: Ron and Anita Unger

A. REMOVAL / WAIVER OF "SUBJECT TO CLAUSE"

WITH REFERENCE TO THE ABOVE THE SUBJECT TO CLAUSE(S) AS NOTED BELOW, IS / ARE REMOVED/WAIVED. TIME SHALL REMAIN OF THE ESSENCE.

executive of any section to which the strata lot belongs; •
-Other pertinent information, documents, records or reports.
Immediately upon acceptance of this offer or counter-offer, the Seller[s] will authorize the [Seller's agent], to request, at the [Seller's] expense, complete copies of the documents listed above from the strata corporation or other source and to immediately, upon receipt, deliver the documents to the Buyer[s] [or the Buyer's agent]. This condition is for the sole benefit of the Buyer[s].
-Current Deprecation Report

THE PARTIES AGREE THAT: (PLEASE INITIAL APPROPRIATE SET OF BOXES)

☐	☐
BUYER	SELLER

ADDITIONAL SUBJECT CLAUSE(S) REMAIN IN EFFECT ON THIS CONTRACT OF PURCHASE AND SALE.

OR

☒	☐
BUYER	SELLER

ALL CONDITIONS HAVE BEEN REMOVED AND THIS CONTRACT IS NOW UNCONDITIONAL.

WITNESS TO BUYER(S) SIGNATURE

DATE May 30 / 14

WITNESS TO SELLER(S) SIGNATURE

DATE

(BUYER)

(BUYER)

(SELLER)

(SELLER)

B. APPOINTMENT OF CONVEYANCER

THE BUYER HEREBY APPOINTS SARAH BOWES OF KIMATT
TO COMPLETE ALL NECESSARY LEGAL AND CONVEYANCING DOCUMENTS ON THEIR BEHALF.

WITNESS TO BUYER(S) SIGNATURE

DATE

(BUYER)

(BUYER)

THE SELLER HEREBY APPOINTS
TO COMPLETE ALL NECESSARY LEGAL AND CONVEYANCING DOCUMENTS ON THEIR BEHALF.

WITNESS TO SELLER(S) SIGNATURE

DATE

(SELLER)

(SELLER)

PROPERTY DISCLOSURE STATEMENT STRATA TITLE PROPERTIES



Date of disclosure: January 4, 2014

The following is a statement made by the seller concerning the property or strata unit located at:

ADDRESS/STRATA UNIT #: 3590 SHADOW CREEK Road ^{Private} KELOWNA

VIX 8A7 (the "Unit")

THE PROPERTY CONTAINS THE FOLLOWING BUILDINGS:

☒ Principal Residence _____ Residence(s) _____ Barn(s) _____ Shed(s)
Other Building(s) Please describe _____

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. "Unit" is defined as the living space, including related limited common property, being purchased. "Common Property" includes buildings or spaces accessible to all owners. "Lands" is defined as the land upon which the Unit, all other strata lots and Common Property are constructed. "Development" is defined as the Lands, the Unit and all other strata lots and Common Property.

THE SELLER SHOULD INITIAL
THE APPROPRIATE REPLIES.

	YES	NO	DO NOT KNOW	DOES NOT APPLY
1. LAND				
A. Are you aware of any past or present underground oil storage tank(s) in or on the Development?		<i>RU</i>	☒	☒
B. Are you aware of any current or pending local improvement levies/charges?		<i>RU</i>	☒	☒
C. Are you aware of any pending litigation or claim affecting the Development or the Unit from any person or public body?		<i>RU</i>	☒	☒
2. SERVICES				
A. Are you aware of any problems with the water system?		<i>RU</i>	☒	☒
B. Are you aware of any problems with the sanitary sewer system?		<i>RU</i>	☒	☒
3. BUILDING Respecting the Unit and Common Property				
A. Has a final building inspection been approved or a final occupancy permit been obtained?	<i>RU</i>	<i>RU</i>	☒	☒
B. Has the fireplace, fireplace insert, or wood stove installation been approved by local authorities?	<i>RU</i>	<i>RU</i>	☒	☒
C. (i) Has this Unit been previously occupied?		<i>RU</i>	☒	☒
(ii) Are you the "owner developer" as defined in the Strata Property Act?		<i>RU</i>	☒	☒
D. Does the Unit have any equipment leases or service contracts; e.g., security systems, water purification, etc.?		<i>RU</i>	☒	☒
E. Are you aware of any additions or alterations made without a required permit; e.g., building, electrical, gas, etc.?		<i>RU</i>	☒	☒
F. Are you aware of any structural problems with any of the buildings in the Development?		<i>RU</i>	☒	☒
G. Are you aware of any problems with the heating and/or central air conditioning system?		<i>RU</i>	☒	☒
H. Are you aware of any damage due to wind, fire or water?		<i>RU</i>	☒	☒
I. Are you aware of any infestation or unrepaired damage by insects or rodents?		<i>RU</i>	☒	☒
J. Are you aware of any leakage or unrepaired damage?		<i>RU</i>	☒	☒
K. Are you aware of any problems with the electrical or gas system?		<i>RU</i>	☒	☒
L. Are you aware of any problems with the plumbing system?		<i>RU</i>	☒	☒
M. Are you aware of any pet restrictions?	<i>RU</i>		☒	☒

RU *CM* *BMX*

INITIALS

COPYRIGHT - BC REAL ESTATE ASSOCIATION

January 4, 2014

PAGE 2 of 4 PAGES

DATE OF DISCLOSURE

ADDRESS/STRATA UNIT #: 3590 SHADOW CREEK ^{Drive} Road

KELOWNA

VIX 8A7

3. BUILDING Respecting the Unit and Common Property. (continued)	YES	NO	DO NOT KNOW	DOES NOT APPLY
N. Are you aware of any rental restrictions?	<i>RM</i>			
O. Are you aware of any age restrictions?		<i>all</i>		
P. Are you aware of any other restrictions? If so, provide details on page 4, Section 5 Additional Comments.		<i>all</i>		
Q. Are you aware of any special assessment(s) voted on or proposed? (i) For how much?		<i>all</i>		
R. Have you paid any special assessment(s) in the past 5 years? (i) For how much?		<i>all</i>		
S. Are you aware of any agreements that provide for future payment or possible payment of monies to you in your capacity as the current owner of the Unit?		<i>all</i>		
T. Are you aware of any pending strata corporation policy or bylaw amendment(s) which may alter or restrict the uses of the Unit?		<i>all</i>		
U. Are you aware of any problems with the swimming pool and/or hot tub?		<i>RM</i>		
V. Are you aware of any additions, alterations or upgrades made to the Unit that were not installed by the original developer?	<i>RM</i>			
W. Are there any agreements under which the owner of the Unit assumes responsibility for the installation and/or maintenance of alterations to the Unit or Common Property?	<i>all</i>			
X. Was this Unit constructed by an "owner builder," as defined in the Homeowner Protection Act, with construction commencing, or a building permit applied for, after July 1, 1997? (If so, attach Owner Builder Declaration and Disclosure Notice.)	<i>all</i>			
Y. Is this Unit or related Common Property covered by home warranty insurance under the Homeowner Protection Act?	<i>all</i>			
Z. Is there a current "EnerGuide for Houses" rating number available for this unit? i) If so, what is the rating number? ii) When was the energy assessment report prepared?		<i>all</i>		
AA. Nature of Interest/Ownership: Freehold ☒ Time Share ☐ Leasehold ☐ Undivided ☐ Bare Land ☐ Cooperative ☐				
BB. Management Company _____ Telephone _____ Name of Manager _____ Address _____				
CC. If self managed, Strata Council President's Name _____ Telephone _____ Strata Council Secretary Treasurer's Name _____ Telephone _____				
DD. Are the following documents available?	Yes	No	Can be obtained from:	
Bylaws	<i>all</i>			
Rules/Regulations	<i>all</i>			
Year-to-date Financial Statements	<i>all</i>			
Current Year's Operating Budget	<i>all</i>			
All Minutes of Last 24 Months Including Council, Special and AGM Minutes	<i>all</i>			
Engineer's Report and/or Building Envelope Assessment		<i>all</i>		
Strata Plan	<i>all</i>			
Depreciation Report	<i>all</i>			
Reserve Fund Study		<i>all</i>		
EE. What is the monthly strata fee? \$ 167.00				

<i>RM</i>	<i>all</i>	<i>all</i>
-----------	------------	------------

INITIALS

COPYRIGHT - BC REAL ESTATE ASSOCIATION

BC1003 REV. NOV 2012

WEBForms® Nov 2012

January 4, 2014

PAGE 3 of 4 PAGES

DATE OF DISCLOSURE

ADDRESS/STRATA UNIT #: 3590 SHADOW CREEK Road, Drive

KELOWNA

VIX 8A7

3. BUILDING Respecting the Unit and Common Property. (continued)

Does this monthly fee include:	YES	NO	DO NOT KNOW	DOES NOT APPLY		YES	NO	DO NOT KNOW	DOES NOT APPLY
Management?	all.				Recreation?		all		
Heat?		all			Cable?		all		
Hot Water?		all			Gardening?	all			
Gas Fireplace?		all			Carpetaker		all		
Garbage?	all				Water?	all			
Sewer?	all				Other?	all			

GG. (i) Number of Unit parking stalls 4 included and specific numbers _____
 (ii) Are these: (a) Limited Common Property? ☐ (b) Common Property? ☐ (c) Rented? ☐ (d) Long Term Lease? ☐ (e) Other? ☒

HH. (i) Storage Locker? Yes ☐ No ☒ Number(s) _____
 (ii) Are these: (a) Limited Common Property? ☐ (b) Common Property? ☐ (c) Rented? ☐ (d) Long Term Lease? ☐ (e) Other? ☐

4. GENERAL	YES	NO	DO NOT KNOW	DOES NOT APPLY
A. Are you aware if the Unit, or any other unit, or the Development has been used as a marijuana grow operation or to manufacture illegal drugs?		all.		
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 Property or Unit?		all.		
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?		all		

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

ELK all mth

INITIALS

January 4, 2014

PAGE 4 of 4 PAGES

DATE OF DISCLOSURE

ADDRESS/STRATA UNIT #: 3590 SHADOW CREEK Road

KELOWNA

VIX 8A7

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 disclosure statement and agrees that a copy may be given to a prospective buyer.

PLEASE READ THE INFORMATION PAGE BEFORE SIGNING.

[Signature]
SELLER(S)

[Signature]
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 30 day of May yr. 2014.
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 Development and, if desired, to have the Development inspected by a licensed inspection service of the buyer's choice.

The buyer acknowledges that all measurements are approximate. The buyer should obtain a strata plan drawing from the Land Title Office or retain a professional home measuring service if the buyer is concerned about the size.

BUYER(S)

[Signature]
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 strata Unit or the Development.

*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®).

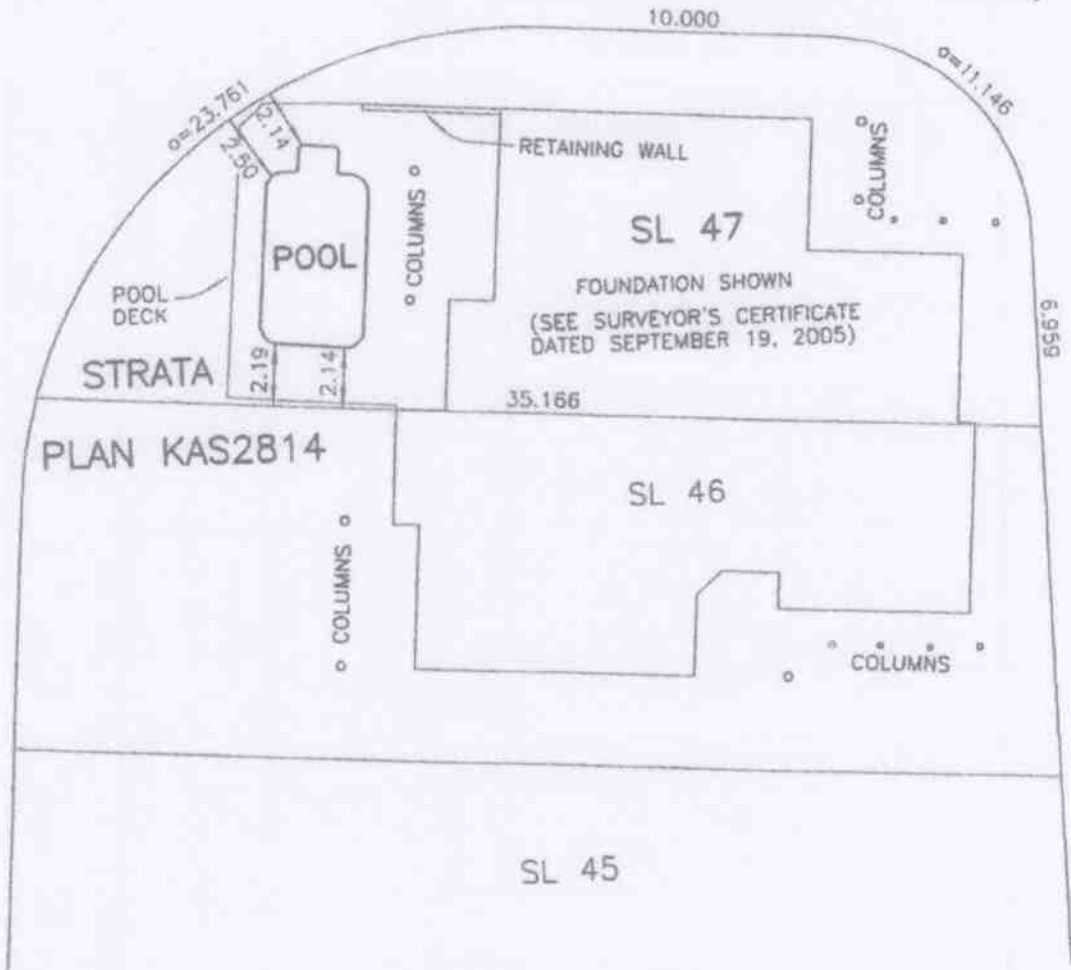
BC1003 REV. NOV 2012

COPYRIGHT - BC REAL ESTATE ASSOCIATION

WEBForms® Nov/2012

BC LAND SURVEYOR'S CERTIFICATE OF LOCATION
OF POOL ONLY ON STRATA LOT 47 SECTION 7
TOWNSHIP 24 ODYD STRATA PLAN KAS2814
PID: 026-296-691 3590 SHADOW CREEK DRIVE

SHADOW CREEK DRIVE
COMMON PROPERTY (ACCESS ROUTE)



THIS PLAN IS FOR THE USE OF THE BUILDING INSPECTOR AND/OR MORTGAGEE ONLY
AND IS NOT TO BE USED FOR THE RE-ESTABLISHMENT OF PROPERTY BOUNDARIES.

CLIENT: RON UNGER DATE: JULY 23, 2012
SCALE: 1:250 METRES FILE: 19362 DRAWN BY: CF

Ferguson Land Surveying & Geomatics Ltd.

BC AND CANADA LAND SURVEYORS 404-1630 PANDOSY STREET, KELOWNA, BC
PHONE: (250) 763-3115 FAX: (250) 763-0321

© Ferguson Land Surveying & Geomatics Ltd., ALL RIGHTS RESERVED.

I HEREBY CERTIFY THAT THE ABOVE
SKETCH SHOWS THE REGISTERED
DIMENSIONS OF THE ABOVE DESCRIBED
PROPERTY AND RELATIVE LOCATION OF
THE BUILDINGS THEREON.

Colin Ferguson

COLIN FERGUSON, BCLS
THIS DOCUMENT IS NOT VALID UNLESS ORIGINALLY
SIGNED AND SEALED

TITLE SEARCH PRINT

Requestor: PA97348

Folio/File Reference: POINT-SHADOWCRE

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN******Title Issued Under**

STRATA PROPERTY ACT (Section 249)

Land Title District

Land Title Office

KAMLOOPS

KAMLOOPS

Title Number

From Title Number

LA9461

KX85208

Application Received

2006-01-20

Application Entered

2006-01-27

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

RONALD JACOB DIEDRICH UNGER, BUSINESSMAN
 ANITA ANNE UNGER, BUSINESSWOMAN
 3590 SHADOW CREEK DRIVE
 KELOWNA, BC
 V1X 8A7
 AS JOINT TENANTS

Taxation Authority

KELOWNA ASSESSMENT AREA

Description of Land

Parcel Identifier:

026-296-691

Legal Description:

STRATA LOT 47 SECTION 7 TOWNSHIP 24 OSOYOOS DIVISION YALE DISTRICT STRATA
 PLAN KAS2814 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN
 PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V
 AND AN UNDIVIDED 1/518 SHARE IN LOT 2 PLAN KAP72369
 "SEE PLAN AS TO LIMITED ACCESS"

Legal Notations

ZONING REGULATION AND PLAN UNDER THE AERONAUTICS ACT 'CANADA' FILED
 DECEMBER 13, 1977 UNDER NO M74000 SEE PLAN M13304, MODIFIED BY S23537,
 FILED 23/3/81

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL
 GOVERNMENT ACT, SEE KR121008

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL
 GOVERNMENT ACT, SEE KR121009



TITLE SEARCH PRINT

Requestor: PA97348

Folio/File Reference: POINT-SHADOWCRE

HERETO IS ANNEXED EASEMENT KT135798 OVER THAT PART OF LOT 1 PLAN KAP72369 SHOWN ON PLAN KAP72378

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE KT59069

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE KT9784

PHASED STRATA PLAN DECLARATION (FORM P) FILED KX62834
2005-05-20
MERGED BY LA113742

HERETO IS ANNEXED EASEMENT LA113773 OVER PARTS LOT 1 PLAN KAP72369
EX: PLAN KAP78147, SHOWN ON PLANS KAP81697 AND KAP81698

Charges, Liens and Interests

Nature:	RIGHT OF WAY
Registration Number:	80743E
Registration Date and Time:	1959-08-04 10:31
Registered Owner:	WEST KOOTENAY POWER AND LIGHT COMPANY LIMITED
Remarks:	INTER ALIA PART RED ON PLAN A1798

Nature:	COVENANT
Registration Number:	KB657
Registration Date and Time:	1988-07-13 13:35
Registered Owner:	REGIONAL DISTRICT OF CENTRAL OKANAGAN AND HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA C/O MINISTRY OF ENVIRONMENT AND PARKS
Remarks:	INTER ALIA INCLUDES INDEMNITY UNDER SEC 215(2)(A) LTA

Nature:	EASEMENT
Registration Number:	KB659
Registration Date and Time:	1988-07-13 13:36
Remarks:	INTER ALIA APPURTENANT TO SEC 7 TP 24 ODYD EXCEPT PLANS 475 & 39857

TITLE SEARCH PRINT

2014-01-09, 13:53:20

Requestor: PA97348

Folio/File Reference: POINT-SHADOWCRE

Nature: COVENANT
Registration Number: KD101540
Registration Date and Time: 1990-12-20 11:44
Registered Owner: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA
AS REPRESENTED BY THE MINISTRY OF ENVIRONMENT
- AND -
REGIONAL DISTRICT OF CENTRAL OKANAGAN
Remarks: INTER ALIA
INCLUDES INDEMNITY UNDER SEC 215(2)(A) LTA

Nature: STATUTORY RIGHT OF WAY
Registration Number: KE33844
Registration Date and Time: 1991-05-24 12:08
Registered Owner: WEST KOOTENAY POWER LTD
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: KT135782
Registration Date and Time: 2002-12-09 13:59
Registered Owner: REGIONAL DISTRICT OF CENTRAL OKANAGAN
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: KT135785
Registration Date and Time: 2002-12-09 13:59
Registered Owner: REGIONAL DISTRICT OF CENTRAL OKANAGAN
Remarks: INTER ALIA
OVER LOT 2 PLAN KAP72369

Nature: STATUTORY RIGHT OF WAY
Registration Number: KT135788
Registration Date and Time: 2002-12-09 13:59
Registered Owner: SHAW CABLESYSTEMS COMPANY
INCORPORATION NO. A50762
Remarks: INTER ALIA
OVER LOT 2 PLAN KAP72369

Nature: STATUTORY RIGHT OF WAY
Registration Number: KT135789
Registration Date and Time: 2002-12-09 13:59
Registered Owner: BC GAS UTILITY LTD.
INCORPORATION NO. 368681
Remarks: INTER ALIA
OVER LOT 2 PLAN KAP72369



TITLE SEARCH PRINT

Requestor: PA97348

Folio/File Reference:POINT-SHADOWCRE

Nature: STATUTORY RIGHT OF WAY
 Registration Number: KT135790
 Registration Date and Time: 2002-12-09 13:59
 Registered Owner: REGIONAL DISTRICT OF CENTRAL OKANAGAN
 Remarks: INTER ALIA
 OVER LOT 2 PLAN KAP72369

Nature: EASEMENT
 Registration Number: KT135804
 Registration Date and Time: 2002-12-09 14:00
 Remarks: INTER ALIA
 OVER LOT 2 PLAN KAP72369
 APPURTENANT TO LOT 1 PLAN KAP72369

Nature: EASEMENT
 Registration Number: KT143924
 Registration Date and Time: 2002-12-31 09:30
 Remarks: INTER ALIA
 OVER LOT 2 PLAN KAP72369
 APPURTENANT TO LOT 1 PLAN KAP72369

Nature: RESTRICTIVE COVENANT
 Registration Number: KW159764
 Registration Date and Time: 2004-11-10 11:05
 Remarks: INTER ALIA
 APPURTENANT TO LOT 1 PLAN KAP72369

Nature: COVENANT
 Registration Number: KX62831
 Registration Date and Time: 2005-05-20 10:59
 Registered Owner: REGIONAL DISTRICT OF CENTRAL OKANAGAN
 Remarks: INTER ALIA

Nature: STATUTORY BUILDING SCHEME
 Registration Number: KX62886
 Registration Date and Time: 2005-05-20 11:01
 Remarks: INTER ALIA

Nature: EQUITABLE CHARGE
 Registration Number: KX62887
 Registration Date and Time: 2005-05-20 11:01
 Registered Owner: SUNSET HOMEOWNERS ASSOCIATION
 Remarks: INCORPORATION NO. S45441
 INTER ALIA



TITLE SEARCH PRINT

Requestor: PA97348

Folio/File Reference: POINT-SHADOWCRE

Nature:	COVENANT
Registration Number:	KX62889
Registration Date and Time:	2005-05-20 11:01
Registered Owner:	REGIONAL DISTRICT OF CENTRAL OKANAGAN
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CA1905846
Registration Date and Time:	2011-02-17 11:40
Registered Owner:	COMPUTERSHARE TRUST COMPANY OF CANADA INCORPORATION NO. A52313

Duplicate Infeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE

