

Residential Full w/photos

1535 Crawford Road, Kelowna, V1W 3A9

MLS® #: **10083898**
Zone: **Central Okanagan**

Status: **Sold**
Sub Area: **UM - Upper Mission**

PID: **005-771-765**

Price: **\$399,800**
Orig Price: **\$399,800**
S Price: **\$404,000**
SDOM: **19**



General Information

Prop Type: **Single Family Residential**
Type Dwell: **Single Family**
Style/Story: **Bi-Level**

Year Built: **1976**
Yr Blt Dsc: **Actual**
Shop/Den: **Yes/No**

Layout

Beds: **4**
Full Baths: **3**
Half Baths: **0**
En Suite: **2-PCE**
Ttl Baths: **3**

Finished Floor Area

Main: **1350**
Above Main:
Below Main:
Basement: **1100**
Total: **2450**

Lot Information

Frontage: **100**
Depth: **130**
Irregular: **Yes**
Acres: **0.3**
Wtr Frnt: **0**
Wtr Infl:
View: **Mountain View**

Parking

Prk Cov: **2** RV Park: **Yes**
Prk Uncov: **4** Add Prk: **Yes**
Prk Spcs:
Grp Opt:
Grp Dsc: **Workshop**

Listing Information

List Date: **06/12/2014**
Exp Date:
Permit Pub: **Yes**
X List F#:
TC Length:
World Property:

Hold Date:
Act Date: **06/12/2014**
P MLS.CA:
X List C#:

Cncl Type:
Cncl Date:
Incl MLS.CA: **Yes**
Link List#:

Last Mod: **06/30/2014**
Sbj Rmv: **06/30/2014**
Incl Addr: **Yes**
Intr MLS#:

Features

Wood Stove:
Rentals: **Not Applicable**
Fireplace: **2, Gas**
Construct: **Frame - Wood**
Foundation: **Concrete**
Exterior Fin: **Stucco**
Water: **Municipal**

ByLaws Avl:

Handicap Eq: **No**
Gated: **No**
Pets: **N/A**
Bsmt: **Full/Separate Entrance, Walkout/Fully Finished**
Roof: **Tar and Gravel**
Suites Dsc:
Heat/Cool: **Electric Baseboards**
Fuel: **Electricity**
Outside Area:
Sewage: **Septic**

Fencing:
Pool Type:
Equip/Appl: **Dishwasher, Dryer, Refrigerator, Stove - Gas, Washer, Window Coverings**
Flooring: **Carpeting/Wall-to-Wall, Hardwood, Tile**
Structures: **Deck, Shed**
Exterior Feat: **Hot Tub**
Interior Feat: **Security System, Smoke Detector(s)**
Site Infl: **Corner Site, Easy Access, Flat Site, Fully Landscaped, Landscaped, Paved Roads**

Rooms

Room	L	Dimensions	Room	L	Dimensions	Room	L	Dimensions
Living Room	L1	20X15	Dining Room	L1	10X9	Kitchen	L1	16X10
Family Room	B	22X18	Master Bedroom	L1	14X12	Bedroom	L1	12X10
Bedroom	L1	10X9	Bedroom	B	14X13	Ensuite - Full	L1	5X4
Bathroom - Full	L1	10X7	Bathroom - Full	B	8X7	Laundry	B	8X7
Workshop	B	12X8	Deck	L1	22X10	Fitness Rm	B	22X10

Title

Title Held: **Freehold**
Assign Cont: **No**
Trades:

Terms Sale:
Poss:

Court Sale: **No**
Cont Dsc:
Title Form: **Conventional**

Fract Int:

Legal/Tax

Native Res: **No**
LR Owner: **No**
Sell Discse:

Survey: **No**
Spc Imprv:
Fin Stmnts:

Levies: **No Levies**
Imprv: **\$136,000.00**
Occupied By: **Seller**

Stat Tax: **Assessed**
Taxes: **\$2,848.00**
Tax Yr: **2013**

Re-Zone:
Zone Typ:
Non-Fin Enc:
Seller Nm: **Cynthia Mack**
Legal Dsc:

Zone Code: **SFD**

Lnd Asmnt: **\$235,000.00**
Zone STyp:

Ttl Asmnt: **\$371,000.00**

Phone:
Phone: **250-717-5000**
Phone: **250-868-8000**
Phone: **250-717-5000**
Phone: **250-868-8000**

Office Information

List Brk: **RE/MAX Kelowna**
List Rep: **Wolf Krieg**
Co List Brk: **RE/MAX Kelowna**
Co List Rep: **Colin Krieg**
Comm: **3.5% on the first \$100,000 & 1.5% on balance**



in 14 12:31p

Keith Horricks

780-662-3260

p.1

JUN. 17. 2014 12:44PM

REMAX KELOWNA

NO. 7203 P. 1/10



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

PAGE 1 of 6 PAGES
RE/MAX
Kelowna

CONTRACT OF PURCHASE AND SALE

BROKERAGE: RE/MAX Kelowna DATE: June 17, 2014
ADDRESS: #100 - 1553 Harvey Aven Kelowna PC: V1Y 6G1 PHONE: 250-717-5000
PREPARED BY: Gino Dal Ponte MLS® NO: 10083898

SELLER: <u>Cynthia Mack</u>	BUYER: <u>Vladimir Didushenko</u>
SELLER:	BUYER:
ADDRESS: <u>1535 Crawford RD</u>	ADDRESS: <u>Site 7 Box 2</u>
	RR2
<u>Kelowna</u> PC: <u>V1W 3A9</u>	<u>Tofield, AB</u> PC: <u>T0B 4J0</u>
PHONE:	PHONE:
RESIDENT OF CANADA ☒ NON-RESIDENT OF CANADA ☐	OCCUPATION:
as defined under the <i>Income Tax Act</i>	

PROPERTY:

1535 Crawford RD
UNIT NO. ADDRESS OF PROPERTY
Kelowna V1W 3A9
CITY/TOWN/MUNICIPALITY POSTAL CODE
005-773-765
PID OTHER PID(S)
Lot: 122 Plan: KAP 24972 Tnsbp: 29 54 Similkameen Div of Yale
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 Four Hundred Four Thousand DOLLARS \$ 404,000.00 (Purchase Price)
- DEPOSIT:** A deposit of \$ 25,000.00 which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows:
within 48 hours, not including Saturdays, Sundays and Statutory holidays, of the Buyers 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 Re/Max 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.

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REMAX KELOWNA

NO. 7203 P. 2/10

1535 Crawford RD
PROPERTY ADDRESS

Kelowna

V1W 3A9

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

See 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 September 2nd, yr. 2014
(Completion Date) at the appropriate Land Title Office.

5. **POSSESSION:** The Buyer will have vacant possession of the Property at 1 pm. on September 3, 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 September 3, 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, Gas Stove, Dishwasher, Microwave, Washer and Dryer, window coverings and Hot Tub as viewed by the Buyer on June 17, 2014.

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 June 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.

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REMAX KELOWNA

NO. 7203 P. 3/10

1535 Crawford RD

Kelowna

V1W 3A9

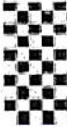
PAGE 3 of 6 PAGES

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®*.

11	12	13	14	15	16	17	18	19	20

INITIALS



14 00:09p

Keith Horricks

780-662-3260

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JUN 17, 2014 9:57AM

RE/MAX XELONIA

NO. 7203 P. 7

17 Jun 14 12:02p

Keith Horricks

780-662-3260

04

JUN 17, 2014 12:45PM

RE/MAX XELONIA

NO. 7203 P. 4/10

1515 Crawford Rd
PROPERTY ADDRESS

Kelowna

VIN 1A0

PAGE 4 OF 6 PAGES

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 consent as follows:

A. the Seller has an agency relationship with

Re/Max Kelowna
REALTOR®

who is licensed in relation to RE/MAX Kelowna
REALTOR®

B. the Buyer has an agency relationship with

Re/Max Kelowna
REALTOR®

who is licensed in relation to RE/MAX Kelowna
REALTOR®

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

Re/Max Kelowna
REALTOR®

who is also licensed in relation to

Re/Max Kelowna
REALTOR®

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 elect:

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

B. exercise any option(s) herein contained.

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

23. **OFFER:** This offer or counter-offer will be open for acceptance until 5:00 PM on June 17, 2014. (Unless withdrawn in writing with notification to the other party of such withdrawal prior to notification of its acceptance, and upon acceptance of the offer, or counter-offer, by accepting it, willing 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

X
WITNESS

Victoria Disturbance

PRINT NAME

PRINT NAME

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 June 17, 2014

X
WITNESS

X
WITNESS

1 Mack
SELLER

1 Mack
SELLER

Cynthia Mack

PRINT NAME

PRINT NAME

PRINT NAME

Real Estate Services and Sales Corporation
This contract is subject to the terms and conditions of the Real Estate Services and Sales Corporation's Standard Contract of Purchase and Sale, which is attached hereto as Schedule A. The contract is subject to the terms and conditions of the Real Estate Services and Sales Corporation's Standard Contract of Purchase and Sale, which is attached hereto as Schedule A.

COPIED BY: NO REAL ESTATE ASSOCIATION AND CANADIAN REAL ESTATE ASSOCIATION (CRA) BRANCH

17 Jun 14 04:38p

Keith Harkko

780-662-3260

P. 1

JUN 17, 2014 9:05PM

RE/MAX KELOWNA

NO. 2210

P. 1

17 Jun 14 12:23p

Keith Harkko

780-662-3260

P. 5

JUN 17, 2014 11:45AM

RE/MAX KELOWNA

NO. 2203

P. 5/10



RE/MAX
Kelowna



REALTOR
KELOWNA
2014-2015



THE CANADIAN
REAL ESTATE
ASSOCIATION

CONTRACT OF PURCHASE AND SALE ADDENDUM

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MLS# NO: 10033698

DATE: June 17, 2014

RE: AGORENS, 1331 CRYSTAL RD

Kelowna

V1W 3A9

LEGAL DESCRIPTION: Lot: 122 Plan: KAP 24972 Twp: 29 34 Simsbury Div of Yale

PID: 005-771-765

OTHER PID(S)

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

MADE BETWEEN Vlastakis Didakos

AS BUYER, AND

Cynthia Mack

AS SELLER AND COVERING

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

Buyer and Seller understand that the following subject conditions are for the sole benefit of the Buyer and it is agreed that they may be unilaterally waived/removed by the Buyer by or before June 25, 2014 June 20, 2014

Subject to the Buyer receiving and approving a new first mortgage made available to the Buyer.

Subject to the Buyer, searching and approving title to the property against the purchase of any charge or other feature, whether registered or not, that reasonably may affect the property's use or value. In the event there are copies on Title which require interpretation it is suggested the Buyer obtain legal advice.

Subject to Buyer receiving and approving a current Property Condition Disclosure Statement. This statement shall form part of this contract.

Subject to the Buyer obtaining confirmation from the taxing authority that there are no special levy payments required.

Subject to the Buyer obtaining and approving a professional home inspection report at the Buyer's expense.

Subject to the Buyer obtaining in writing a commitment to provide insurance coverage on the subject property from an insurance company.

The Seller represents that GST is not applicable to this transaction.

It is agreed and understood that the Seller will be responsible to pay any GST found to be applicable to this transaction.

X

WITNESS

X

WITNESS

X

WITNESS

X

WITNESS

BUYER

SELLER

BUYER

Vlastakis Didakos

FIRST NAME

LAST

FIRST NAME

Cynthia Mack

FIRST NAME

FIRST NAME

THIS CONTRACT IS A FORM OF CONTRACT

THIS CONTRACT IS A FORM OF CONTRACT

THIS CONTRACT IS A FORM OF CONTRACT

2014 NEW BRITAIN

CONFIRMED BY THE REAL ESTATE ASSOCIATION AND THE CANADIAN REAL ESTATE ASSOCIATION

JUN. 17. 2014 12:46PM

REMAX KELOWNA

NO. 7203 P. 6/10



RE/MAX

Kelowna

BRITISH COLUMBIA
REAL ESTATE
ASSOCIATIONTHE CANADIAN
BAR ASSOCIATION
British Columbia Branch

CONTRACT OF PURCHASE AND SALE ADDENDUM

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MLS® NO.: 10083898

DATE: June 17, 2014

RE: ADDRESS 1535 Crawford RD Kelowna V1W 3A9
 LEGAL DESCRIPTION: Lot: 122 Plan: KAP 24972 Tnshp: 29 54 Similkameen Div of Yale
 PID 005-771-765 OTHER PID(S)

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED June 17, 2014
 MADE BETWEEN Vladimir Didushenko AS BUYER, AND
 Cynthia Mack AS SELLER AND COVERING
 THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

The Buyer is aware and accepts the following:

- *The Buyer acknowledges and accepts that on Completion the Buyer will receive title containing, in addition to any encumbrance referred to in Clause 9 (TITLE) of this contract, any non-financial charge set out in the copy of the title search results that is attached to and forms part of this contract.
- *The Buyer is responsible to pay the Property Transfer Tax amounting to 1% of the purchase price up to \$200,000 and 2% of the purchase price over \$200,000
- *The Buyer is satisfied with the property square footage as viewed and acknowledges that the room dimensions advertised are approximate and are to be "verified if important".
- *The Buyer understands that there is no appliance warranty after the possession date.

The Sellers agree to the following:

- *On the Possession date, the property will be free of miscellaneous items and any debris not included.
- *The Sellers are now giving the Buyer permission to view the property file at The City of Kelowna Building Department.
- *The Seller declares that there is no hidden damage to walls and floors presently hidden by furniture or accessories which would not have been visible to the Buyer when the property was viewed.
- *The Seller warrants that the appliances included in the purchase of this property will be in proper working order as of the possession date.

The Buyer and Seller agree that the terms and conditions of any offer or counter-offer with respect to the Subject Property shall not be disclosed to any other potential Buyer of the property without the prior written consent of the Buyer and Seller.

X

WITNESS

BUYER

SEAL

Vladimir Didushenko

PRINT NAME

X

WITNESS

BUYER

SEAL

PRINT NAME

X

WITNESS

SELLER

SEAL

Cynthia Mack

PRINT NAME

X

WITNESS

SELLER

SEAL

PRINT NAME

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 and/or the quality of services they provide (MLS®).

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REMOVAL OF "SUBJECT TO CLAUSE" AND APPOINTMENT OF CONVEYANCER



PAGE ____ OF ____ PAGES

ADDRESS OF PROPERTY: 1535 Crawford RD Kelowna V1W 3A9

P.I.D.: 005-771-765

DATE OF CONTRACT: June 17, 2014

BUYER: Vladimir Didushenko

SELLER: Cynthia Mack

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.

Subject to the Buyer receiving and approving a new first mortgage made available to the Buyer.

Subject to the Buyer, 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. In the event there are entries on Title which require interpretation it is suggested the Buyer obtain legal advice.

Subject to Buyer receiving and approving a current Property Condition Disclosure Statement. This statement shall form part of this contract.

Subject to the Buyer obtaining confirmation from the taxing authority that there are no special levy payments required.

Subject to the Buyer obtaining and approving a professional home inspection report at the Buyers expense.

Subject to the Buyer obtaining in writing a commitment to provide insurance coverage on the subject property from an insurance company.

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

(BUYER)

DATE June 20, 2014

(BUYER)

WITNESS TO SELLER(S) SIGNATURE

(SELLER)

DATE

(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

(BUYER)

DATE

(BUYER)

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

WITNESS TO SELLER(S) SIGNATURE

(SELLER)

DATE

(SELLER)

WEBForms™ Feb/2008



PROPERTY DISCLOSURE STATEMENT RESIDENTIAL

PAGE 1 of 3 PAGES



Date of disclosure:

June 10, 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 #: 1535 Crawford Rd. Kelowna (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>OK</i>	☒	☒
B. Are you aware of any past or present underground oil storage tank(s) on the Premises?		<i>OK</i>	☒	☒
C. Is there a survey certificate available?		<i>OK</i>	☒	☒
D. Are you aware of any current or pending local improvement levies/charges?		<i>OK</i>	☒	☒
E. Have you received any other notice or claim affecting the Premises from any person or public body?		<i>OK</i>	☒	☒
2. SERVICES				
A. Indicate the water system(s) the Premises use: Municipal ☒ Community ☐ Private ☐ Well ☐ Not Connected ☐ Other _____	<i>OK</i>			
B. Are you aware of any problems with the water system?		<i>OK</i>	☒	☒
C. Are records available regarding the quantity and quality of the water available?		<i>OK</i>	☒	☒
D. Indicate the sanitary sewer system the Premises are connected to: Municipal ☒ Community ☐ Septic ☐ Lagoon ☐ Not Connected ☐ Other _____	<i>OK</i>			
E. Are you aware of any problems with the sanitary sewer system?		<i>OK</i>	☒	☒
F. Are there any current service contracts; (i.e., septic removal or maintenance)?		<i>OK</i>	☒	☒
G. If the system is septic or lagoon and installed after May 31, 2005, are maintenance records available?		<i>OK</i>	☒	☒
3. BUILDING				
A. To the best of your knowledge, are the exterior walls insulated?	<i>OK</i>			
B. To the best of your knowledge, is the ceiling insulated?	<i>OK</i>			
C. To the best of your knowledge, have the Premises ever contained any asbestos products?		<i>OK</i>	☒	☒
D. Has a final building inspection been approved or a final occupancy permit been obtained?			<i>OK</i>	☒
E. Has the fireplace, fireplace insert, or wood stove installation been approved by local authorities?	<i>OK</i>			
F. Are you aware of any infestation or unrepaid damage by insects or rodents?		<i>OK</i>	☒	☒
G. Are you aware of any structural problems with any of the buildings?		<i>OK</i>	☒	☒
H. Are you aware of any additions or alterations made in the last sixty days?		<i>OK</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>OK</i>	☒	☒

<i>OK</i>			<i>OK</i>
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ADDRESS/BARE-LAND STRATA LOT #1535 Crawford Rd. Kelowna

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?		Yes		
K. Are you aware of any moisture and/or water problems in the walls, basement or crawl space?		Yes		
L. Are you aware of any damage due to wind, fire or water?		Yes		
M. Are you aware of any roof leakage or unrepaired roof damage? (Age of roof if known: _____ year(s))		Yes		
N. Are you aware of any problems with the electrical or gas system?		Yes		
O. Are you aware of any problems with the plumbing system?		Yes		
P. Are you aware of any problems with the swimming pool and/or hot tub?		Yes		
Q. Do the Premises contain unauthorized accommodation?		Yes		
R. Are there any equipment leases or service contracts, e.g., security systems, water purification, etc?		Yes		
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.)			Yes	
T. Are these Premises covered by home warranty insurance under the Homeowner Protection Act?			Yes	
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? _____			Yes	
4. GENERAL				
A. Are you aware if the Premises have been used as a marijuana grow operation or to manufacture illegal drugs?		Yes		
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?		Yes		
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?		Yes		

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

1	2	3	4
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ADDRESS/BARE-LAND STRATA LOT #:

1535 Campbell Rd. Kelowna

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.

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