

CONTRACT OF PURCHASE AND SALE OF A MANUFACTURED HOME ON A RENTAL PAD

INFORMATION ABOUT THIS CONTRACT OF PURCHASE AND SALE

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. MANUFACTURED HOME:** (Clauses 4 and 5) It is up to the Buyer to obtain and review the Park Rules, if any, in effect for the Manufactured Home Park. If the consent of the Manufactured Home Park Owner is required under the terms of the Pad Tenancy Agreement, the consent must be obtained before the sale can be completed. **The Buyer and Seller are required to apply to the Park Owner for consent, and must use a government-prescribed form for this purpose. (www.rto.gov.bc.ca/documents/RTB-10.pdf).** Both must complete and sign the form, and the Seller must deliver the form to the Park Owner, who then has 10 days to give or withhold consent to the Buyer. It is essential that the Seller and Buyer follow the procedure for application for consent carefully and completely. If consent is withheld by the Park Owner, this contract is at an end.
- 4. COMPLETION:** (Clause 6) Unless the parties are prepared to actually meet at the Manufactured Home Registry 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'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.
 - (b) 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.
 - (c) The Buyer's Lawyer or Notary then attends to the deposit of the signed title documents (and any mortgages) in the Manufactured Home Registry.
 - (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.
- 5. POSSESSION:** (Clause 7) The Buyer should make arrangements through the real estate licensee 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 *Manufactured Home Park Tenancy Act* and the *Residential Tenancy Act*.
- 6. INCLUDED ITEMS:** (Clause 9) The contract should stipulate the outbuildings (garage/carport, shed, deck, lean-to, patio, entrance way, etc.) that are NOT to be sold, by listing them in the "EXCLUDING" portion. Otherwise, all outbuildings will be included.
- 7. TITLE:** (Clause 11) 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 the Pad Area or by the Unit and auxiliary structures 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 11, which are staying on title before becoming legally bound. If you as the Buyer are taking out a mortgage against the Unit, make sure that title, and if necessary, 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.

- 8. CUSTOMARY COSTS:** (Clause 17) 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 of documents.

Costs of clearing title, including:

- discharge fees charged by encumbrance holders,
- prepayment penalties.

Real Estate Commission.



Costs to be Borne by the Buyer

Lawyer or Notary Fees and Expenses:

- searching title,
 - investigating title,
 - drafting documents,
 - Manufactured Home Registration fees.
- Survey Certificate (if required).**
Goods and Services Tax.



Costs of Mortgage, including:

- mortgage company's Lawyer/Notary,
- appraisal (if applicable),
- Manufactured Home Registration fees.

Fire Insurance Premium.

Sales Tax (if applicable).

Goods and Services Tax.

Cost of getting owner's consent.

- 9. RISK:** (Clause 18) The Buyer should arrange for insurance to be effective on the earlier of the Completion Date or the date the Buyer pays the balance of the funds into trust. The Seller should maintain the Seller's insurance in effect until the later of the date the Seller receives the proceeds of sale, or the date the Seller vacates the Unit.

- 10. FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of manufactured homes on rented pads. If your transaction involves:

- a house or other building under construction
- a lease
- a business
- an assignment
- a freehold residence
- a manufactured home on a bare land strata lot also being purchased
- a manufactured home that is to be relocated at Completion
- other special circumstances (including the acquisition of land situated on a First Nations reserve)

additional or different provisions, not contained in this form, may be needed, and professional advice should be obtained.

**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
JULY 15 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

PAGE 1 of _____ PAGES

BRITISH COLUMBIA
REAL ESTATE
ASSOCIATIONDate of disclosure: January 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 #: 18 1263 Kootenay Way
Kamloops

(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.			
1. LAND	YES	NO	DO NOT KNOW	DOES NOT APPLY
A. Are you aware of any encroachments, unregistered easements or unregistered rights-of-way?		RC	☒	☒
B. Are you aware of any past or present underground oil storage tank(s) on the Premises?		RC	☒	☒
C. Is there a survey certificate available?		RC	☒	☒
D. Are you aware of any current or pending local improvement levies/charges?		RC	☒	☒
E. Have you received any other notice or claim affecting the Premises from any person or public body?		RC	☒	☒
2. SERVICES				
A. Indicate the water system(s) the Premises use: Municipal ☐ Community ☐ Private ☐ Well ☐ Not Connected ☐ Other _____				
B. Are you aware of any problems with the water system?		RC	☒	
C. Are records available regarding the quantity and quality of the water available?		RC	☒	
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?		RC	☒	
F. Are there any current service contracts; (i.e., septic removal or maintenance)?		RC	☒	
G. If the system is septic or lagoon and installed after May 31, 2005, are maintenance records available?		RC	☒	
3. BUILDING				
A. To the best of your knowledge, are the exterior walls insulated?	RC			
B. To the best of your knowledge, is the ceiling insulated?	RC			
C. To the best of your knowledge, have the Premises ever contained any asbestos products?		RC		
D. Has a final building inspection been approved or a final occupancy permit been obtained?	RC			
E. Has the fireplace, fireplace insert, or wood stove installation been approved by local authorities?		NA RC		
F. Are you aware of any infestation or unrepaired damage by insects or rodents?		RC	☒	☒
G. Are you aware of any structural problems with any of the buildings?		RC	☒	☒
H. Are you aware of any additions or alterations made in the last sixty days?		RC	☒	☒
I. Are you aware of any additions or alterations made without a required permit and final inspection; e.g., building, electrical, gas, etc.?		RC	☒	☒

RC		DS CD	DS KO
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INITIALS

January 10, 2014

PAGE 2 of _____ PAGES

DATE OF DISCLOSURE

ADDRESS/BARE-LAND STRATA LOT #: 18 1263 Kootenay Way

Kamloops

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

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

RC		CD	KS
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INITIALS

January 10, 2014

DATE OF DISCLOSURE

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ADDRESS/BARE-LAND STRATA LOT #: 18 1263 Kootenay WayKamloops**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.*Rene Gto*
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 12 day of November 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 Premises and, if desired, to have the Premises inspected by a licensed inspection service of the buyer's choice.

DocuSigned by:

*Conrad Dersch*_____
BUYER(S)

DocuSigned by:

*Krista Dersch*_____
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

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This Listing Information has been provided to you by:

Chelsea Mann PREC

Office Phone: (250) 377-3030
 Office Fax: (250) 377-3099
 Home Phone: (250) 377-3030
 Email: chelsea@chelseamann.ca
 Website: www.kamloopshomes.net



C21 DESERT HILLS RLTY.('10)LTD

867 Victoria Street, Kamloops, B.C. V2C 2B7

Address: 1263 Kootenay Way	Unit: 18	MLS#: 123885	Current Price: \$150,000
Area: Kamloops		Status: Active	Original Price: \$164,900
Sub Area: South Kamloops		Taxes: \$1,295	Aug. 25, 2014 \$159,900
Type: Mobile		For Year: 2013	Sept. 15, 2014 \$150,000
		Zoning: MHP	Sale Price:

Frontage: Acres:	Construction: Manufactured, Insul Ceiling, Insul Walls	Sale Date:
Depth: Sqft:	Exterior: Vinyl	Days on Market: 120
Bedrooms: 3	Roof: Asphalt Shingle	Commision: 3/1.5
Bathrooms: 2	Flooring: Mixed	
Ensuite:	Basement: Skirt Only	Possession:
Age: 2	Bsmt Dev.: Fin.: R/I:	Title: Leasehold
Style: Rancher	Fireplaces:	

Fuel: Gas (natural)	Dist. Schools: BUS
Heating: Forced Air	Dist to Trans.:
Water: Co-operative	Access: Gravel Driveway
Sewer: Septic Installed	Parking: Open
	Spaces:

Room Sizes rounded to nearest ft [Total 1,272]

Floors	Bsmt	Main	Above	Other
Total SqFt		1,272		

Bathroom
 Bathroom
 Kitchen
 Bedroom
 Bedroom
 Bedroom
 Dining
 Living

4pc
 4pc
 10x12
 13x12'7
 10x10'2
 8'9x9'3
 9'6x9'3
 17x13

Mobile Dim.: 48X26.6	Lease Term: Month To Month	Type: Double
Rental Rate: \$300.00	MH Reg #: 96405	Approval: C.S.A. Only
Pad #: 18	Trailer Make: Liberty Homes	Disposition: M.H. stays
Pad Size:	Trailer Model: 285239ca	Serial #: 09L36579XUCA
ESB Number:	CSA Number: 1235	
Trailer Park: Wind Chimes		

Seller: **Cote, Rene Roger**

Phone:
 Phone:

Legal: **MHR #96405 MODEL #2852399CA SERIAL #09L36579XUCA LIBERTY HOMES CSA #1235**

PID #:

Equip Included: **Window Coverings, Stove/Fridge**Site Influences: **Family Oriented, Quiet Area, Flat Site**

Outdoor Area:

Agent Info:

Realtor Remarks: **CSA #1235. \$500 selling bonus.**

Looking for a great family sized home? Looking to downsize to a low maintenance home? This property does both. Three bedroom, two full bathrooms, large kitchen with eating nook, spacious entry, vaulted ceilings in the over sized living room with built in cabinetry, large master suite with two closets and ensuite bathroom with soaker tub and separate shower, two other bedrooms with full four piece bathroom! Outside of this unit you have room to park up to four cars and easy to manage landscaping. The complex has some of the most affordable pad rent in town at only \$300 per month, located centrally in Kamloops and offers fenced grassy area with pergola and playground for children! Easy to show and flexible possession.

Listing Office: **RE/MAX Real Estate (Kamloops) (250) 374-3331**
 Co-List Office:
 Listing Slp 1: **Finch PREC, Trevor (250) 851-1056**
 Listing Slp 2:

Selling Office:
 Selling Slp 1:

Listed: **July 15, 2014**
 Expires:
 Entered: **July 16, 2014**

CONTRACT OF PURCHASE AND SALE OF A MANUFACTURED HOME ON A RENTAL PAD

I. SELLER'S DISCLOSURE – CLAUSE 4

- (a) For the purpose of this contract, there is no significant difference between the Seller providing disclosure at acceptance and the Seller providing disclosure after acceptance. In either case, the Buyer does not have the information when making the offer.
- (b) If the licensee / Buyer HAS received the disclosure – information about the Pad Tenancy Agreement and the Park Rules - before making the offer, then the licensee ticks the box marked "has disclosed" in the 1st line of CLAUSE 4 and all the boxes in (a) and (b) that are appropriate at the time of making the offer, and all parties initial at that time.
- (c) If the licensee / Buyer HAS NOT received the disclosure – information about the Pad Tenancy Agreement and the Park Rules - before making the offer, then the licensee ticks the box marked "shall provide" in the 1st line of CLAUSE 4, and no other boxes at the time of making the offer, and the following subject clause should be used. After the offer is made, the Seller or listing agent fills out the boxes in (a) and (b) as required, and has the Seller initial, and then presents the completed offer and the disclosure to the Buyer for review and acceptance. Acceptance is done by the Buyer initialing, and both parties signing a subject removal form.

SUBJECT CLAUSE – SELLER'S DISCLOSURE *(Not available at time of offer)*

***Subject to the Buyer:**

- (a) receiving the Seller's Disclosure as required under CLAUSE 4 of this Contract, within 48 hours of acceptance of this offer by the Seller; and
- (b) reviewing and approving the Seller's Disclosure as required under CLAUSE 4 of this Contract, within 48 hours of delivery of such disclosure to the Buyer.

This condition is for the sole benefit of the Buyer."

II. PARK OWNER'S CONSENT – CLAUSE 5

- (a) If the Park Owner's consent is required under the Pad Tenancy Agreement, a request must be made by the Seller in the Office of Housing and Construction Standards (Residential Tenancy Branch Form RTB-10) and served in accordance with the Regulations.
- (b) The Park Owner has 10 days from receipt of the Seller's request for consent to assignment of the Pad Tenancy Agreement to respond to such request. If the Park Owner fails to provide a response within 10 days of receipt of the request for consent, their consent is deemed to have been provided.
- (c) If the Park Owners consent is not required under the Pad Tenancy Agreement, Clause 5 should be deleted from the Contract and initialed.
- (d) The date in Clause 5 should generally be at least 10 days from the date notice is provided to the Park Owner.



BRITISH COLUMBIA
REAL ESTATE
ASSOCIATION



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

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CONTRACT OF PURCHASE AND SALE OF A MANUFACTURED HOME ON A RENTAL PAD

PREPARED BY: C21 DESERT HILLS RLTY.('10)LTD DATE: November 12, 2014
(BROKERAGE - PLEASE PRINT)

ADDRESS: 867 VICTORIA STREET, KAMLOOPS PC: V2C 2B7 PHONE: 250-377-3030

PER: CHELSEA MANN PREC MLS® NO: 123885
(DESIGNATED AGENT - PLEASE PRINT)

SELLER: <u>COTE, RENE ROGER</u> SELLER: _____ ADDRESS: <u>18-1263 KOOTENAY WAY</u> _____ <u>Kamloops</u> PC: _____ PHONE: _____ RESIDENT OF CANADA ☒ NON-RESIDENT OF CANADA ☐ as defined under the <i>Income Tax Act</i> .	BUYER: <u>Conrad Andre Eleazer Dersch</u> BUYER: <u>Krista Marion Dersch</u> ADDRESS: _____ <u>#308-1950 Curlew Road.</u> <u>Kamloops BC</u> PC: _____ PHONE: _____ OCCUPATION: _____
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MANUFACTURED HOME ON A RENTAL PAD:

96405 Registration No.	09L36579XUCA Serial No.	CSA# 1235 CSA or BC Electric No.
Description: 2012 Year	LIBERTY HOMES Make	2852399CA Model

PAD LOCATION:

("Manufactured Home Park")

Name of Manufactured Home Park _____

18-1263 KOOTENAY WAY Kamloops _____
 Site No. Street City/Town/Municipality Postal Code

("Park Owner")

Owner of Manufactured Home Park _____

Address of Park Owner _____

The Buyer agrees to purchase the Unit and take an assignment of the existing agreement for rental of the Pad Location ("Pad Tenancy Agreement", and collectively with the Unit, the "Property") from the Seller on the following terms and subject to the following conditions:

1. **PURCHASE PRICE:** The purchase price of the Property will be _____
One Hundred Forty-Five Thousand DOLLARS

\$141,000.00 145,000.00 (Purchase Price)

DS CD	DS KO	PC	PC
INITIALS			

18-1263 KOOTENAY WAY Kamloops PAGE 2 of _____ PAGES
PROPERTY ADDRESS

2. **DEPOSIT:** A deposit of \$2,500.00 which will form part of the Purchase Price, will be paid on the following terms:

WITHIN 24 HOURS OF SUBJECT REMOVAL. SELLER(S) ARE AWARE THE DEPOSIT MAY BE IN THE FORM OF AN UNCERTIFIED, PERSONAL CHEQUE

All monies paid pursuant to this clause (Deposit) will be delivered in trust to C21 - DESERT HILLS REALTY

_____ 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 or the Park Owner withholds consent under Clause 5, the money should be returned to such party as stakeholder or paid into Court.

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. **MANUFACTURED HOME PROVISIONS:** The Seller ☒ has disclosed ☐ shall provide within 48 hours of acceptance of this offer, the following information (the "Seller's Disclosure") to the Buyer, and if disclosed after the Buyer signs this offer, the Buyer shall have 48 hours from delivery to the Buyer to review and approve the Seller's Disclosure, in which case when reviewed and approved by the Buyer, the Seller's Disclosure shall be incorporated into and form part of this contract:

- (a) there is ☒ / is not ☐ a written Pad Tenancy Agreement for the Pad Location, and if there is, a copy ☒ is attached / ☐ will be provided by the Seller to the Buyer within 48 hours of acceptance of this offer; and
- (b) there are ☒ / are not ☐ written rules for the Manufactured Home Park ("Park Rules"), and if there are, a copy ☒ is attached / ☐ will be provided by the Seller to the Buyer within 48 hours of acceptance of this offer.

The Seller will comply with the *Manufactured Home Park Tenancy Act* and Regulations, including providing the Buyer with a copy of each of the Pad Tenancy Agreement (if written) and the Park Rules, if any. The Seller represents that:

(i) the Seller is not now and will not at the Completion Date be in breach of the Pad Tenancy Agreement, (ii) that the Park Owner is not entitled to terminate the Pad Tenancy Agreement, and (iii) that the Park Owner has not given notice to terminate the Pad Tenancy Agreement. The Seller will comply at all times with the Pad Tenancy Agreement until the Buyer obtains possession at the Possession Date

DS CD	DS KO		PC
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INITIALS

18-1263 KOOTENAY WAY

Kamloops

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PROPERTY ADDRESS

5. PARK OWNER'S CONSENT: Where the Park Owner's consent is required, the Seller shall, within five (5) days of acceptance of this offer, prepare, and within two (2) days of the Seller providing the form, the Seller and Buyer will sign a request for the consent of the Park Owner to the assignment of the Pad Location and the Pad Tenancy Agreement from the Seller to the Buyer using the government approved form for this purpose (the "Consent Request"); the Seller will deliver the Consent Request to the Park Owner; both parties shall promptly provide such information as the Park Owner may properly request for this purpose. If the Park Owner's consent is required, such consent is a true condition precedent and if the Park Owner does not provide consent (or such consent is not deemed to have been provided where the Park Owner has failed to respond within the prescribed period) on or before November 26, yr. 2014, this Contract shall become void and the Deposit shall be returnable to the Buyer in accordance with *Real Estate Services Act*.

6. COMPLETION: The sale will be completed at the Manufactured Home Registry and the assignment of the Pad Tenancy Agreement shall be effective on: December 29 18, yr. 2014 (Completion Date).

7. POSSESSION: The Buyer will have vacant possession of the Property at 1 RC 5 a.m. (p.m.) on December 29 19, yr. 2014 (Possession Date) OR, subject to the following existing tenancies, if any: 1 RC

8. ADJUSTMENTS: The Buyer will assume and pay pad rental and any other Manufactured Home Park fees, and all taxes, rates, local improvement assessments, fuel, utilities and other charges (if any), from and including the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of 1 RC December 29 19, yr. 2014 (Adjustment Date).

9. INCLUDED ITEMS: The Purchase Price includes assignment of the Pad Tenancy Agreement and the following ("Included Items"): all outbuildings, being any garage/carport, shed, lean-to, patio, entrance way and similar structures located on the Pad location, UNLESS listed in "Excluding" below, and all improvements to the Unit and outbuildings, 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, DISHWASHER, ALL WINDOW COVERINGS, ALL FURNITURE/DECOR CURRENTLY LEFT IN THE HOME, outdoor storage shed



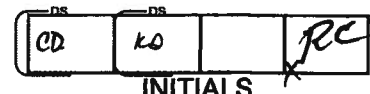
EXCLUDING: _____

10. VIEWED: The Unit and the Included Items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on November 8, yr. 2014.

11. TITLE: Title to the Unit shall be free and clear of all encumbrances except existing tenancies set out in Clause 7, if any, and except as otherwise set out herein.

12. 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.

13. 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 Manufactured Home Registry by 4 pm on the Completion Date.



INITIALS

18-1263 KOOTENAY WAY

Kamloops

PAGE 4 of _____ PAGES

PROPERTY ADDRESS

- 14. TIME:** Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreement 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.
- 15. 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 Manufactured Home Registry, 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 as amended to reflect the transfer of the Unit rather than real property (the "CBA Mobile Homes Standard Undertakings").
- 16. 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 Mobile Homes Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
- 17. 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.
- 18. RISK:** The Unit and the Included Items will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Unit and the Included Items will be at the risk of the Buyer.
- 19. 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.
- 20. 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.
- 21. 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 22, 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 that 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®*.

DS	DS		
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INITIALS

18-1263 KOOTENAY WAY

Kamloops

PAGE 5 of _____ PAGES

PROPERTY ADDRESS

22. 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

TREVOR FINCH PREC

DESIGNATED AGENT/LICENSEE

who is licensed in relation to RE/MAX REAL ESTATE (KAMLOOPS)

BROKERAGE

B. the Buyer has an Agency relationship with

CHELSEA MANN PREC

DESIGNATED AGENT/LICENSEE

who is licensed in relation to C21 DESERT HILLS RLTY.(10)LTD

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.

23. 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.

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

25. OFFER: This offer, or counter-offer, will be open for acceptance until 10 o'clock p.m. on November 14 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.

☒ via email

WITNESS

☒ via email

WITNESS

DocuSigned by:

Conrad Dersch

BUYER

DocuSigned by:

Krista Dersch

BUYER



Conrad Andre Eleazer Dersch

PRINT NAME



Krista Marion Dersch

PRINT NAME

26. 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 cash 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

Nov 14

yr. 2014

☒

WITNESS

☒

WITNESS

Rene Cote

SELLER

SELLER



COTE, RENE ROGER

PRINT NAME



PRINT NAME

*PREC represents Personal Real Estate Corporation

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WEBForms® Mar/2013



CONTRACT OF PURCHASE AND SALE OF A MANUFACTURED HOME ON A RENTAL PAD ADDENDUM

MLS® NO.: 123885

DATE: NOVEMBER 12, 2014

RE: ADDRESS: 18-1263 KOOTENAY WAY		Kamloops
DESCRIPTION: 2012	LIBERTY HOMES	2852399CA
Year	Make	Model
96405	09L36579XUCA	CSA# 1235
("Unit")Registration No.	Serial No.	CSA or BC Electric No.

FURTHER TO THE OF CONTRACT OF PURCHASE AND SALE DATED November 12, 2014

MADE BETWEEN Conrad Andre Eleazer Dersch Krista Marion Dersch AS BUYER, AND
COTE, RENE ROGER AS SELLER AND COVERING

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

- 1) Subject to the Buyer(s) arranging financing, satisfactory to the Buyer(s), on or before NOV 26, 2014.
- 2) Subject to the Buyer(s), at the Buyer(s) expense, obtaining and approving a Home Building Inspection Report/Termite Inspection Report against any defects which reasonably may affect the property's use or value on or before NOV 26, 2014. The Seller(s) will allow reasonable access for this purpose.
- 3) Subject to the Buyer(s), on or before NOV 26, 2014, receiving and approving a mobile home registry search of 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. Mobile home registry search and its contents are to be provided by the listing Realtor or the Seller at their expense within 48 hours of acceptance. When this condition is declared fulfilled, the mobile home registry with be incorporated into and form part of this contract.
- 4) Subject to the Buyer(s) obtaining approval for fire/property insurance, satisfactory to the Buyer(s), on or before NOV 26, 2014.
- 5) Subject to the Buyer(s) receiving and approving a property condition disclosure statement on or before NOV 26, 2014. When this condition is declared fulfilled, the property condition disclosure statement will be incorporated into and form part of this contract.
- 6) Subject to the Park Owner giving written consent to the assignment of the Pad Tenancy Agreement on or before NOV 26, 2014. This is a true condition precedent, and can only be satisfied by the Park Owner giving consent.

via email

DocuSigned by:

Conrad Dersch

Conrad Andre Eleazer Dersch

WITNESS

BUYER DocuSigned by:

PRINT NAME

via email

Krista Dersch

Krista Marion Dersch

WITNESS

BUYER DocuSigned by:

PRINT NAME

WITNESS

SELLER

COTE, RENE ROGER

PRINT NAME

WITNESS

SELLER

PRINT NAME



CONTRACT OF PURCHASE AND SALE OF A MANUFACTURED HOME ON A RENTAL PAD ADDENDUM

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("Unit")Registration No.	Serial No.	CSA or BC Electric No.

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MADE BETWEEN Conrad Andre Eleazer Dersch Krista Marion Dersch AS BUYER, AND
COTE, RENE ROGER AS SELLER AND COVERING

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

7) Subject to the Buyer(s) approving the Park Bylaws, Rules, and Regulations on or before NOV 26, 2014.

8) Subject to the Buyer(s) confirming that the Mobile Home Park will sign a site lease on or before NOV 26, 2014.

9) Subject to the Buyer(s) confirming that the Electrical is a minimum of 100 amps or better on or before NOV 26, 2014.

10) Subject to the Buyer(s) receiving confirmation of satisfactory CSA Approval and/or BC Electrical Number from the Seller on or before NOV 26, 2014.

All Subjects are for the sole benefit of the Buyer(s)

The Seller(s) agree to pay the \$2000.00 processing/assignment fee to Wind Chimes Mobile Home Park before Completion.

The Buyer(s) acknowledge(s) that they will take title on completion containing non financial charges set out in the title.

The Buyer(s) accept(s) that all measurements provided are approximate and that they have verified any measurements that may be of importance to them.

The Buyer(s) and Seller(s) acknowledge having read the "Information about this Contract" page of this Contract of Purchase and Sale in full, including the customary costs as explained in item 6.

via email

DocuSigned by:

Conrad Dersch

Conrad Andre Eleazer Dersch

WITNESS

BUYER 0046ED044C8...

PRINT NAME

via email

Krista Dersch

Krista Marion Dersch

WITNESS

BUYER 0046ED04422...

PRINT NAME

WITNESS

SELLER

COTE, RENE ROGER

PRINT NAME

WITNESS

SELLER

PRINT NAME



CONTRACT OF PURCHASE AND SALE ADDENDUM I

MULTIPLE LISTING SERVICE®

MLS® NO. 123885 DATE November 12, 2014 PAGE OF PAGES
In all instances this form may be completed and attached to the Contract of Purchase and Sale

RE: ADDRESS 18-1263 KOOTENAY WAY

Kamloops

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED November 12, 2014

MADE BETWEEN COTE, RENE ROGER

AS SELLER(S), AND

Conrad Andre Eleazer Dersch

Krista Marion Dersch

AS BUYER(S) AND COVERING

THE ABOVE MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREES AS FOLLOWS:

1. PROVINCIAL PROPERTY TRANSFER TAX (Buyer)

The Buyer is aware that Provincial Property Transfer Tax of 1% on the first \$200,000 and 2% on the balance is payable by the Buyer, calculated on the fair market value of the Property, unless the Buyer qualifies for an exemption.

2. APPLIANCE WARRANTY (Buyer)

The Buyer acknowledges that the appliances being purchased may be used and in such case Seller does not warrant the condition or the fitness of such used appliances.

3. DEPOSITS (Buyer & Seller)

The Buyer's deposit cannot be released until it has cleared banks and the provisions of the *Real Estate Services Act* have been complied with.

4. SURVEY CERTIFICATE (Seller)

The Seller agrees to provide the Buyer at no cost with a surveyor's certificate of the Property if one is available.

5. 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.

6. PROPERTY INSPECTIONS (Buyer & Seller)

Inspections may include the following:

- (a) An inspection of the building and outbuildings;
- (b) An inspection to confirm that the fireplace, wood stove and chimney installation are compliant with municipal bylaws;
- (c) An inspection to confirm the Property boundaries;
- (d) An inspection to verify the proper operation of the septic system; and
- (e) An inspection to confirm the quality and quantity of the well water.

7. OIL IN TANK (Buyer & Seller)

If applicable and notwithstanding clause 6 on page 2 of this Contract, the Buyer shall acquire at no cost the fuel oil in the tank as of the Possession Date, taking into consideration reasonable usage by the Seller from the date of this Contract to the Possession Date.

8. UNAUTHORIZED ACCOMMODATION (Buyer)

The Buyer is aware that the Property contains ☐ OR does not contain ☒ unauthorized accommodation and has been informed of the consequences of such ownership and the potential loss of income should the rental of any unauthorized accommodation be discontinued.

9. MORTGAGE REFERRAL FEE (Buyer & Seller)

The Buyer's brokerage involved in this sale may receive a fee or other consideration from a lender who provides financing to the Buyer.

10. GST (Buyer & Seller)

The Buyer and the Seller agree that they must satisfy themselves concerning the application of GST to this transaction.

11. PROPERTY DISCLOSURE (Buyer & Seller)

The attached Property Disclosure Statement dated January 10 yr 2014 is incorporated into, and forms a part of this Contract.

12. DWELLING SIZE AND ROOM MEASUREMENTS (Buyer)

The Buyer is satisfied with the area of the dwelling as viewed by the Buyer on November 8 yr 2014, and acknowledges that the dimensions of the dwelling and any room measurements, as advertised or provided, are approximate only.

13. TITLE TO PROPERTY (Buyer)

The Buyer acknowledges that it is the Buyer's responsibility to satisfy himself with respect to the legal effect of the charges which will remain on the title to the Property after the Completion Date.

via email

WITNESS

via email

WITNESS

WITNESS

WITNESS

DocuSigned by:

Conrad Dersch

BUYER Conrad Andre Eleazer Dersch

DocuSigned by:

Krista Dersch

BUYER Krista Marion Dersch

SELLER COTE, RENE ROGER

SELLER

Manufactured Home Registry

For: [PA34940] [TREVOR FINCH REALTY]

Search Details

Jan 10, 2014

10:29:42 AM

Main Menu	Return		Send to Mailbox	Help ?
Folio:		BC OnLine Mailbox		

SE71 - NO MORE DATA TO DISPLAY

Criteria: 09L36579XUCA

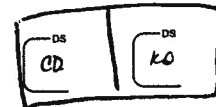
Search Result as of January 10, 2014 at 10:21:22

M.H. Reg: 096405

Current Status: REGISTERED

Registered Owner(s)

Name: COTE, RENE ROGER
Addr: 17 - 137 MCGILL ROAD
KAMLOOPS, BC
V2C 1L9
Tenancy Type: SOLE OWNER



Registered Location

Park Name: WINDCHIMES
Street No.: 1263 St. Name: KOOTENAY WAY
Town/City: KAMLOOPS Prov: BC

Pad: 18

Description of Manufactured Home

Manufacturer: LIBERTY HOMES INC.

Make/Model: ARLINGTON SOVEREIGN/CD285239CA

Year: 2010

No. of Sections: 2

Serial No.: 09L36579XCA

Length: 48 ft

Width: 13 ft 3 in

09L36579UCA

48 ft

13 ft 3 in

CSA Number: MS-1235

CSA Standard: Z240

RC