



**REMOVAL OF  
"SUBJECT TO CLAUSE"  
AND APPOINTMENT OF  
CONVEYANCER**



PAGE 1 OF 2 PAGES

ADDRESS OF PROPERTY: 5453 South Perimeter WAY Kelowna V1W 5H9  
P.I.D.: 027-682-137 DATE OF CONTRACT: April 13, 2016  
BUYER: Steven Fitchett SELLER: Gabriella Rozsa, Executrix, and Allan Wright

**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. TITLE SEARCH**

Subject to the Buyer(s) on or before April 27, 2016 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. The Buyer(s) are advised to obtain title insurance. This condition is for the sole benefit of the Buyer(s).

**2. PROPERTY DISCLOSURE STATEMENT**

Subject to the Buyer(s) on or before April 27, 2016 approving the Property Disclosure Statement dated March 23, 2016 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 Seller Verifies that there have not been any changes from the date of this disclosure.

**3. HOME & PROPERTY INSPECTION**

Subject to the Buyer(s), at the Buyer's expense, obtaining and approving a Home & Property Inspection Report on the property which may include a Bug and Termite Inspection by April 27, 2016 from a qualified professional Home Inspector of the Buyer's choice. The Seller agrees to allow access to the property upon reasonable notice. This condition is for the sole benefit of the Buyer(s).

The Buyers are aware if they choose to waive the opportunity to have an Inspection completed that they may be taken on any responsibilities and expenses that may occur that may have reasonably been discovered with an inspection.

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 April 27, 2016

(BUYER)

WITNESS TO SELLER(S) SIGNATURE

(SELLER)

DATE

(SELLER)

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4/27/2016 5:24:38 PM PDT

**B. APPOINTMENT OF CONVEYANCER**

THE BUYER HEREBY APPOINTS Jennette Vopika OF Touchstone Law Group  
TO COMPLETE ALL NECESSARY LEGAL AND CONVEYANCING DOCUMENTS ON THEIR BEHALF.

WITNESS TO BUYER(S) SIGNATURE

(BUYER)

DATE April 27, 2016

(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)



# REMOVAL OF "SUBJECT TO CLAUSE" AND APPOINTMENT OF CONVEYANCER



PAGE 2 OF 2 PAGES

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4. BUYER FINANCING Subject to a FIRST MORTGAGE being made available to the Buyer(s) at current interest rates by April 27, 2016. This condition is for the sole benefit of the Buyer(s).

## 5. LEVIES

Subject to the Buyer(s) verifying and approving any Sewer and/or Water Levy and all related expenses by April 27, 2016. This condition is for the sole benefit of the Buyer(s).

## 6. FIRE INSURANCE

Subject to the Buyer(s) obtaining approval for FIRE/PROPERTY Insurance, satisfactory to the Buyer(s), on the property by April 27, 2016. This condition is for the sole benefit of the Buyer(s).

## 7. LEGAL ADVICE

Subject to the obtaining and approving independent Legal Advice concerning the transaction and property by April 27, 2016. This condition is for the sole benefit of The Buyer(s).

## 8. HOMEOWNER PROTECTION ACT

Subject to the Buyer(s) verifying and being satisfied that the subject property is covered under THE HOMEOWNER PROTECTION ACT, on or before April 27, 2016. Any home built after July 1, 1999 is required to be covered. This condition is for the sole benefit of the Buyer(s).

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

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WITNESS TO BUYER(S) SIGNATURE

(BUYER)

DATE April 27, 2016

(BUYER)

WITNESS TO SELLER(S) SIGNATURE

(SELLER)

DATE

(SELLER)

4/27/2016 5:24:12 PM PDT

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OF Touchstone Law Group

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WITNESS TO BUYER(S) SIGNATURE

(BUYER)

DATE April 27, 2016

(BUYER)

4/27/2016 5:24:21 PM PDT

THE SELLER HEREBY APPOINTS

OF

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

WITNESS TO SELLER(S) SIGNATURE

(SELLER)

DATE

(SELLER)





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**1. STRATA DOCUMENTATION**

Subject to the Buyer(s), on or before April 28, 2016 receiving and approving the following documents with respect to information that may adversely affect the use or value of the strata lot, including any by-law, item of repair or maintenance, special levy, judgement 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 to.
- The Minutes of any meeting held between the period of April 2014 to April 2016 by the strata council and the members in annual, extraordinary or special general meetings and by the members of the executive of any section to which the strata lot belongs.
- Other pertinent information, documents, records or reports.
- Current strata depreciation report

4/28/2016

Immediately upon acceptance of this offer or counter offer, the Seller(s) will authorize the (Seller's/Buyer's agent) to request, at the (Seller's/Buyer'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).

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



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

OR



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

WITNESS TO BUYER(S) SIGNATURE

(BUYER)



4/28/2016 5:44:30 PM PDT

DATE April 28, 2016

(BUYER)

WITNESS TO SELLER(S) SIGNATURE

(SELLER)

DATE

(SELLER)

**B. APPOINTMENT OF CONVEYANCER**

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

WITNESS TO BUYER(S) SIGNATURE

(BUYER)

DATE April 27, 2016

(BUYER)

THE SELLER HEREBY APPOINTS \_\_\_\_\_ OF \_\_\_\_\_  
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