

INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE RESIDENTIAL

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.

Notwithstanding the foregoing, under Section 42 of the *Property Law Act* a purchaser of "residential real property" (as defined in the *Home Buyer Rescission Period Regulation*) that is not exempt may rescind (cancel) the Contract of Purchase and Sale by serving written notice to the seller within the prescribed period after the date that the acceptance of the offer is signed. If the buyer exercises their right of rescission within the prescribed time and in the prescribed manner, this Contract of Purchase and Sale will be of no further force and effect, except for provisions relating to payment of the deposits, if any.

2. **DEPOSIT(S):** In the *Real Estate Services Act*, under Section 28 it 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 one or more conditions, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the authorization to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.

Notwithstanding the foregoing, if the buyer exercises their rescission rights under Section 42 of the *Property Law Act* and a deposit has been paid to the seller or the seller's brokerage or anyone else, the prescribed amount that the buyer is required to pay in connection with the exercise of their rescission right will be paid to the seller from the deposit and the balance, if any, will be paid to the buyer without any further direction or agreement of the parties.

3. **COMPLETION:** (Section 4) Unless the parties are prepared to 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:** (Section 5) The buyer should make arrangements through the REALTORS® for obtaining possession. The seller will not generally let the buyer move in before the seller has received the sale proceeds. Where residential tenants are involved, buyers and sellers should consult the *Residential Tenancy Act*.
5. **TITLE:** (Section 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 section 9, which are staying on title before becoming legally bound. If you as the buyer are taking

INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE **RESIDENTIAL** (continued)

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:** (Section 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:
- investigating title,
- discharge fees charged by encumbrance holders,
- prepayment penalties.
Real Estate Commission (plus GST).
Goods and Services Tax (if applicable).



Costs to be Borne by the Buyer

Lawyer or notary Fees and Expenses:
- searching 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 (if applicable).



In addition to the above costs there maybe financial adjustments between the seller and the buyer pursuant to section 6 and additional taxes payable by one or more of the parties in respect of the property or the transaction contemplated hereby (eg. Empty Home Tax and Speculation Tax).

7. **CLOSING MATTERS:** The closing documents referred to in Sections 11, 11A and 11B of this contract will, in most cases, be prepared by the buyer's lawyer or notary and provided to the seller's lawyer or notary for review and approval. Once settled, the lawyers/notaries will arrange for execution by the parties and delivery on or prior to the completion date. The matters addressed in the closing documents referred to in sections 11A and 11B will assist the lawyers/notaries as they finalize and attend to various closing matters arising in connection with the purchase and sale contemplated by this contract.
8. **RISK:** (Section 16) The buyer should arrange for insurance to be effective as of 12:01 am on the completion date.
9. **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. In some instances, a Contract of Purchase and Sale specifically related to these circumstances may be available. Please check with your REALTOR® or legal professional for more information. A Property Disclosure Statement completed by the seller may be available.
10. **REALTOR® Code, Article 11:** A REALTOR® shall not buy or sell, or attempt to buy or sell an interest in property either directly or indirectly for himself or herself, any member of his or her immediate family, or any entity in which the REALTOR® has a financial interest, without making the REALTOR®'s position known to the buyer or seller in writing. Among the obligations included in Section 53 of the Real Estate Services Rules: If a licensee acquires, directly or indirectly, or disposes of real estate, or if the licensee assists an associate in acquiring, directly or indirectly, or disposing of real estate, the licensee must make a disclosure in writing to the opposite party before entering into any agreement for the acquisition or disposition of the real estate.
11. **RESIDENCY:** When completing their residency and citizenship status, the buyer and the seller should confirm their residency and citizenship status and the tax implications thereof with their lawyer/accountant.
12. **AGENCY DISCLOSURE:** (Section 21) All designated agents with whom the seller or the buyer has an agency relationship should be listed. If additional space is required, list the additional designated agents on an addendum to the Contract of Purchase and Sale.

CONTRACT OF PURCHASE AND SALE

BROKERAGE: Royal LePage Sterling Realty DATE: June 5, 2023

ADDRESS: #801 - 220 Brew Street, Port Moody, BC V3H 0H6 PHONE: (604) 421-1010

PREPARED BY: Faye Soos MLS® NO: ~~R2734709~~

BUYER: RADU SOOS SELLER: Elizabeth Polacek R2782929

BUYER: MONIKA CRISTINA SOOS SELLER:

BUYER: SELLER:

ADDRESS: 11818 STEPHENS STREET ADDRESS: 23436 DOGWOOD AVENUE

MAPLE RIDGE, BC MAPLE RIDGE, BC

PC: V2X 6S3 PC: V2X 4S5

This may not be the Seller's address for the purpose of giving notice to exercise the Rescission Right. See address in Section 26.

PROPERTY:

23436 DOGWOOD AVENUE

UNIT NO. ADDRESS OF PROPERTY

MAPLE RIDGE, BC V2X 4S5

CITY/TOWN/MUNICIPALITY POSTAL CODE

010-493-433

PID OTHER PID(S)

LOT 2, PLAN NWP19475, SECTION 28, TOWNSHIP 12, GROUP 1, NEW WESTMINSTER LAND DISTRICT

LEGAL DESCRIPTION

The Buyer agrees to purchase 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 \$1,598,900.00 one million five hundred ninety-eight thousand nine hundred

DOLLARS (Purchase Price)

and, if the Property is "residential real property" (as defined in the Home Buyer Rescission Period Regulation) that is not exempt from the Rescission Right (as defined below) and the Buyer exercises the Rescission Right the amount payable by the Buyer to the Seller will be \$3,997.25

(Rescission Amount). The parties acknowledge and agree that if the Buyer exercises the Rescission Right, the Buyer will pay (or cause to be paid) the Rescission Amount to the Seller promptly and in any event within 14 days after the Buyer exercises the Rescission Right.

2. DEPOSIT: A deposit of \$79,945.00 which will form part of the Purchase Price, will be paid within 24 hours of acceptance unless agreed as follows: Upon Removal of ALL Subjects by way of Bank Draft

All monies paid pursuant to this Section (Deposit) will be paid in accordance with Section 10 or by uncertified cheque

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BUYER'S INITIALS

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SELLER'S INITIALS

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except as otherwise set out in this Section 2 and will be delivered in trust to Royal LePage Sterling 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

The parties acknowledge and agree that if the Buyer exercises the Rescission Right within the prescribed period and in the prescribed manner and the Deposit has been paid by the Buyer, the prescribed amount that the Buyer is required to pay in connection with the exercise of the Rescission Right will be paid to the Seller from the Deposit and the balance of the Deposit, if any, will be paid to the Buyer, all without any further direction or agreement of the parties. If the Deposit is less than the prescribed amount required to be paid by the Buyer, the Buyer must promptly pay the shortfall to the Seller in accordance with the *Home Buyer Rescission Period Regulation* and this Contract of Purchase and Sale.

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

Financing:
Subject to the Buyer arranging suitable financing on or before June 16, 2023.
This condition is for the sole benefit of the Buyer.

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*.

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BUYER'S INITIALS

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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:

CLEAN CONDITION

The Seller will remove all personal possessions that are not included in the sale of the Property and leave the Property in a clean condition free of garbage or debris. The Seller will professionally clean the Property including the insides of all cabinets and appliances and will professionally steam clean carpets (if any) in the Property. The Seller shall provide receipts for professional cleaning and carpet cleaning on or before the Possession date.

APPLIANCES

The Seller warrants that the appliances included in the purchase of this property will be the same as those viewed by the Buyer on June 5, 2023, and will be in proper working order as of the Possession Date. The Buyer will notify the Seller/Seller's Agent on the Possession Date should the appliances not be in proper working order and the Seller agrees to repair or replace the appliance.

ELECTRICAL, PLUMBING, HEATING SYSTEMS & LIGHTING

The Seller warrants that all electrical, plumbing, heating systems, and lighting fixtures will be in good working order on the possession date.

KEYS

On the Possession Date, the Seller will provide the Buyer with at least 2 sets of keys and/or fobs, for the unit including, but not limited to, the strata lot, the building, parking areas, storage areas, storage locker, mailbox, building amenities and if the building features a garage door, all remote controls for the garage door.

ACCESS

The Seller shall allow the Buyer to access the property on 2 occasions after subject removal (if any) and prior to the Completion Date, for a maximum of 1 hour. The Buyer shall provide to the Seller or Seller's representative at least 24 hours notice to access the Property. The Buyer agrees to indemnify and save harmless the Seller from any claims, actions, damages, or costs that result from the Buyer's access to the Property under this clause.

APPRAISAL

The Seller will allow access to the property for an appraisal, if any, with proper notice given.

LEGAL & OTHER PROFESSIONAL ADVICE

The Buyer and Seller acknowledge that the Brokerage and Designated Agents do not provide legal or other expert advice in matters beyond the common standard of care in the Real Estate Industry. The parties have been advised to seek independent legal advice prior to executing this Contract of Purchase and Sale.

CONFIDENTIALITY OF TERMS

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

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*.



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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:

TITLE

The Buyer acknowledges and accepts that on the Completion Date, the Buyer will receive title containing, in addition to any encumbrance referred to in Clause 9 (TITLE) of this contract:

- 1. any non-financial charge, and
- 2. any financial charge payable by a utility on its right-of-way restrictive covenant, easement, or other interest set out in the copy of the title search results that is attached to and forms part of this contract.

INSURANCE

The buyer and Seller acknowledge that the Buyer has been advised that adequate insurance coverage is a mandatory requirement with regard to financing. The Buyer has been advised to review the strata corporation's insurance coverage and deductibles with their mortgage broker/specialist/lender prior to subject removal. The Buyer acknowledges that their designated agent cannot advise with regard to the adequacy of insurance.

PROPERTY TRANSFER TAX

The Buyer acknowledges that at the time of this agreement, Property Transfer Tax is applicable on the Purchase Price of the Property at a rate of 1% on the first \$200,000 and 2% on the portion of the fair market value greater than \$200,000 and up to and including \$2,000,000 and 3% on the portion of the fair market value greater than \$2,000,000, and if the property is residential, a further 2% on the portion of the fair market value greater than \$3,000,000 as required by the Property Transfer Tax Act.

OTHER TAXES

The Buyer is aware that the Provincial and Federal Government may implement or change tax regulations from time to time. At the time of this agreement, the Buyer is made aware of the BC Speculation and Vacancy Tax and of the City of Vancouver Empty Home Tax. The Buyer has been advised to seek independent accounting advice on the application of these taxes.

ILLEGAL SUBSTANCES

The Seller represents and warrants that, during the time the Seller has owned the property, that it has never been used for the illegal growth of any substances, or for the growth or manufacture of any illegal substances. This warranty shall survive and not merge on the completion of this transaction.

OIL TANK

The Seller warrants that the property does not contain an underground oil storage tank and that should an oil tank be discovered before completion, the Seller, at the Seller's expense, agrees that all work required to decommission the oil tank will be completed and a certificate of substantial completion will be provided by a certified testing contractor and will be in compliance with the City/Municipal bylaws.

MEASUREMENTS

The Buyer is aware that the square footage as advertised is approximate and not guaranteed and the Buyer is satisfied with the size of the Property as viewed.

Buyer is aware there is a water bill of approximately \$70 to \$74 every 3 months from the city. (EP) [MS] [PS]

Buyer is aware the legal notation regarding ALR lands will stay on title. (EP) [MS] [PS]

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*.

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BUYER'S INITIALS

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SELLER'S INITIALS

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- 4. **COMPLETION:** The sale will be completed on September 7, yr. 2023
(Completion Date) at the appropriate Land Title Office.
- 5. **POSSESSION:** The Buyer will have vacant possession of the Property at 10 o'clock a.m. on September 8, yr. 2023 (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 8, yr. 2023 (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:

Clothes Washer, Dryer, Fridge, Stove, Dishwasher, Drapes, Window Coverings, Fireplace Insert, Microwave, Range Top, Smoke Alarm, Storage Shed

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 5, yr. 2023
- 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 Section 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, wire transfer 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.
- 11A. **SELLER'S PARTICULARS AND RESIDENCY:** The Seller shall deliver to the Buyer on or before the Completion Date a statutory declaration of the Seller containing: (1) particulars regarding the Seller that are required to be included in the Buyer's Property Transfer Tax Return to be filed in connection with the completion of the transaction contemplated by this Contract (and the Seller hereby consents to the Buyer inserting such particulars on such return); (2) a declaration regarding the Vancouver Vacancy By-Law for residential properties located in the City of Vancouver; and (3) if the Seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, confirmation that the Seller is not then, and on the Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada as described in the residency provisions of the *Income Tax Act*, the Buyer shall be entitled to hold back from the Purchase Price the amount provided for under Section 116 of the *Income Tax Act*.
- 11B. **GST CERTIFICATE:** If the transaction contemplated by this Contract is exempt from the payment of Goods and Services Tax ("GST"), the Seller shall execute and deliver to the Buyer on or before the Completion Date, an appropriate GST exemption certificate to relieve the parties of their obligations to pay, collect and remit GST in respect of the



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transaction. If the transaction contemplated by this Contract is not exempt from the payment of GST, the Seller and the Buyer shall execute and deliver to the other party on or before the Completion Date an appropriate GST certificate in respect of the transaction.

- 12. **TIME:** Time will be of the essence hereof, and unless the balance of the 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, subject to the provisions under 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 "Designated Agent(s)") described in Section 21, 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;

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BUYER'S INITIALS

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- 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 British Columbia Real Estate Association's Privacy Notice and Consent form.

The personal information provided by the Buyer and Seller may be stored on databases outside Canada, in which case it would be subject to the laws of the jurisdiction in which it is located.

20. **ASSIGNMENT OF REMUNERATION:** The Buyer and the Seller agree that the Seller's authorization and instruction set out in Section 25(c) below is a confirmation of the equitable assignment by the Seller in the listing contract and is notice of the equitable assignment to anyone acting on behalf of the Buyer or Seller.

20A. **RESTRICTION ON ASSIGNMENT OF CONTRACT:** The Buyer and the Seller agree that this Contract: (a) must not be assigned without the written consent of the Seller; and (b) the Seller is entitled to any profit resulting from an assignment of the Contract by the Buyer or any subsequent assignee.

21. **AGENCY DISCLOSURE:** The Seller and the Buyer acknowledge and confirm as follows (initial appropriate box(es) and complete details as applicable):

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INITIALS

A. The Seller acknowledges having received, read and understood the BC Financial Services Authority (BCFSA) form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Seller has an agency relationship with Betty Olsen
DESIGNATED AGENT(S)

who is/are licensed in relation to Royal Lepage Brookside Realty
BROKERAGE

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INITIALS

B. The Buyer acknowledges having received, read and understood the BCFSA form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Buyer has an agency relationship with Faye Soos
DESIGNATED AGENT(S)

who is/are licensed in relation to Royal Lepage Sterling Realty
BROKERAGE

INITIALS

C. The Seller and the Buyer each acknowledge having received, read and understood the BCFSA form entitled "Disclosure of Risks Associated with Dual Agency" and hereby confirm that they each consent to a dual agency relationship with _____
DESIGNATED AGENT(S)

who is/are licensed in relation to _____
BROKERAGE

having signed a dual agency agreement with such Designated Agent(s) dated _____

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INITIALS

D. If only (A) has been completed, the Buyer acknowledges having received, read and understood the BCFSA form "Disclosure of Risks to Unrepresented Parties" from the Seller's agent listed in (A) and hereby confirms that the Buyer has no agency relationship.

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INITIALS

E. If only (B) has been completed, the Seller acknowledges having received, read and understood the BCFSA form "Disclosure of Risks to Unrepresented Parties" from the Buyer's agent listed in (B) and hereby confirms that the Seller has no agency relationship.

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22. ACCEPTANCE IRREVOCABLE (Buyer and Seller):

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SELLER'S INITIALS

The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale, whether executed and sealed by hand or by digital or electronic signature and seal, or otherwise, is hereby executed under seal, which is evidenced by each of the Buyer and the Seller making the deliberate, intentional and conscious act of inserting their initials (whether by hand or electronically) in the appropriate space provided beside this Section 22. The parties intend that the act of inserting their initials as set out above is to have the same effect as if this Contract of Purchase and Sale had been physically sealed by wax, stamp, embossing, sticker or any other manner. It is agreed and understood that, without limiting the foregoing, 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.

23. **DISCLOSURE OF BUYER'S RESCISSION RIGHT** The Seller and the Buyer hereby acknowledge that, unless the Property is exempt from the Rescission Right, the Buyer is entitled pursuant to Section 42(1) of the *Property Law Act* (British Columbia) to rescind (cancel) this Contract of Purchase and Sale by serving written notice of the rescission on the Seller within the prescribed period and in the prescribed manner (the "Rescission Right") and the parties hereby acknowledge the following:

- A. the Buyer cannot waive the Rescission Right;
- B. the Rescission Right may only be exercised by the Buyer giving notice on any day within three (3) business days (being any day other a Saturday, a Sunday or a holiday in British Columbia) after the Final Acceptance Date (defined below);
- C. if the Buyer exercises the Rescission Right, the Buyer must promptly pay to the Seller the Rescission Amount, being 0.25% of the Purchase Price, as calculated and set out in Section 1 of this Contract of Purchase and Sale.
- D. If the Buyer has paid a Deposit, the Rescission Amount will be promptly paid from the Deposit and the balance of the Deposit, if any, will be paid to the Buyer, all without any further direction or agreement of the parties. If the Deposit is less than the Rescission Amount, the Buyer will be required to pay the shortfall; and
- E. the following are exempt from the Rescission Right:
 - (i) residential real property that is located on leased lands;
 - (ii) a leasehold interest in residential real property;
 - (iii) residential real property that is sold at auction;
 - (iv) residential real property that is sold under a court order or the supervision of the court; and
 - (v) a Contract of Purchase and Sale to which Section 21 of the *Real Estate Development Marketing Act* applies.

The Buyer and the Seller each acknowledge that the foregoing constitutes disclosure made pursuant to Section 57.1 of the Real Estate Services Rules.

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SELLER'S INITIALS

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

MS	BS	
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BUYER'S INITIALS

EP		
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SELLER'S INITIALS

PROPERTY ADDRESS


25. **OFFER:** This offer, or counter-offer, will be open for acceptance until 9 o'clock _____ p.m. on June 7, yr. 2023 (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.

If the Buyer is an individual, the Buyer declares that they are a Canadian citizen or a permanent resident as defined in the *Immigration and Refugee Protection Act*:

YES INITIALS MS RS

NO INITIALS _____

 **SEAL**
BUYER
Monika Cristina Soos
PRINT NAME
WITNESS _____

 **SEAL**
BUYER 2023 10:24:25 PM PDT
Radu Soos
PRINT NAME
WITNESS _____

SEAL
BUYER
PRINT NAME
WITNESS _____

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 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 _____, yr. _____

The Seller declares their residency:

RESIDENT OF CANADA INITIALS EP

NON-RESIDENT OF CANADA INITIALS _____

as defined under the *Income Tax Act*.

 **SEAL**
SELLER
Elizabeth Polacek
PRINT NAME
WITNESS _____

SEAL
SELLER
PRINT NAME
WITNESS _____

SEAL
SELLER
PRINT NAME
WITNESS _____

NOTICE FOR BUYER'S RESCISSION RIGHT: If the Buyer is entitled to exercise the Rescission Right, the Seller's mailing address, email address and/or fax number for notice of rescission is as follows:

Attention: E. Polacek
Address: 23436 Dogwood Ave Maple Ridge BC V2X 4S5
Email: epolacek@telus.net Fax: _____

Any notice of rescission given by the Buyer will be deemed to have been delivered on the day it was sent if delivered in accordance with the Home Buyer Rescission Period Regulation.

The date of acceptance of this contract is June 6, 2023 (the "**Final Acceptance Date**") and, if applicable, the date by which the Buyer must exercise the Rescission Right, is June 9, 2023.

*PREC represents Personal Real Estate Corporation

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BC2057 REV. JAN 2023

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INFORMATION ABOUT THE PROPERTY DISCLOSURE STATEMENT **RESIDENTIAL**

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 (date)
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 or other professional to examine the premises and/or improvements to determine whether defects exist and to provide an estimate of the cost of repairing problems that have been identified on the Property Disclosure Statement or on an inspection report.

FOUR IMPORTANT CONSIDERATIONS

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



PROPERTY DISCLOSURE STATEMENT RESIDENTIAL



Date of disclosure: May 30/23

The following is a statement made by the Seller concerning the premises located at:

ADDRESS: 23436 Dogwood Ave Maple Ridge BC V2X 4S5 (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>E.P.</i>		
B. Are you aware of any existing tenancies, written or oral?		<i>E.P.</i>		
C. Are you aware of any past or present underground oil storage tank(s) on the Premises?		<i>E.P.</i>		
D. Is there a survey certificate available?				
E. Are you aware of any current or pending local improvement levies/charges?		<i>E.P.</i>		
F. Have you received any other notice or claim affecting the Premises from any person or public body?		<i>E.P.</i>		

2. SERVICES

A. Please indicate the water system(s) the Premises use: <input checked="" type="checkbox"/> A water provider supplies my water (e.g., local government, private utility) <input type="checkbox"/> I have a private groundwater system (e.g., well) <input type="checkbox"/> Water is diverted from a surface water source (e.g., creek or lake) <input type="checkbox"/> Not connected Other _____				
B. If you indicated in 2.A. that the Premises have a private groundwater or private surface water system, you may require a water licence issued by the provincial government.				
(i) Do you have a water licence for the Premises already?		<i>E.P.</i>		
(ii) Have you applied for a water licence and are awaiting response?		<i>E.P.</i>		
C. Are you aware of any problems with the water system?		<i>E.P.</i>		
D. Are records available regarding the quality of the water available (such as geochemistry and bacteriological quality, water treatment installation/maintenance records)?				<i>E.P.</i>

BUYER'S INITIALS

SELLER'S INITIALS

DATE OF DISCLOSURE

ADDRESS: 23436 Dogwood Ave Maple Ridge BC V2X 4S5

2. SERVICES (continued)	YES	NO	DO NOT KNOW	DOES NOT APPLY
E. Are records available regarding the quantity of the water available (such as pumping test or flow tests)?				EP.
F. Indicate the sanitary sewer system the Premises are connected to: <input checked="" type="checkbox"/> Municipal <input type="checkbox"/> Community <input type="checkbox"/> Septic <input type="checkbox"/> Lagoon <input type="checkbox"/> Not Connected Other _____				
G. Are you aware of any problems with the sanitary sewer system?		EP.		
H. Are there any current service contracts; (i.e., septic removal or maintenance)?		EP.		
I. If the system is septic or lagoon and installed after May 31, 2005, are maintenance records available?				EP.

3. BUILDING

A. To the best of your knowledge, are the exterior walls insulated?	EP.			
B. To the best of your knowledge, is the ceiling insulated?	EP.			
C. To the best of your knowledge, have the Premises ever contained any asbestos products?				
D. Has a final building inspection been approved or a final occupancy permit been obtained?			EP.	
E. Has the fireplace, fireplace insert, or wood stove installation been approved: (i) <input type="checkbox"/> by local authorities? (ii) <input type="checkbox"/> by a WETT certified inspector?				
F. Are you aware of any infestation or unrepaired damage by insects, rodents or bats?		EP.		
G. Are you aware of any structural problems with any of the buildings?		EP.		
H. Are you aware of any additions or alterations made in the last 60 days?		EP.		
I. Are you aware of any additions or alterations made without a required permit and final inspection; e.g., building, electrical, gas, etc.?		EP.		
J. Are you aware of any problems with the heating and/or central air conditioning system?		EP.		
K. Are you aware of any moisture and/or water problems in the walls, basement or crawl space?	EP.			
L. Are you aware of any damage due to wind, fire or water?		EP.		

MS BS

BUYER'S INITIALS

EP.

SELLER'S INITIALS

DATE OF DISCLOSURE

ADDRESS: 23436 Dogwood Ave Maple Ridge BC V2X 4S5

3. BUILDING (continued)	YES	NO	DO NOT KNOW	DOES NOT APPLY
M. Are you aware of any roof leakage or unrepaired roof damage? (Age of roof if known: <u>9</u> years)		EP		
N. Are you aware of any problems with the electrical or gas system?		EP		
O. Are you aware of any problems with the plumbing system?		EP		
P. Are you aware of any problems with the swimming pool and/or hot tub?				EP
Q. Do the Premises contain unauthorized accommodation?		EP		
R. Are there any equipment leases or service contracts; e.g., security systems, water purification, etc?		EP		
S. Were these Premises constructed by an "owner builder," as defined in the <i>Homeowner Protection Act</i> , within the last 10 years? (If so, attach required Owner Builder Disclosure Notice.)			EP	
T. Are these Premises covered by home warranty insurance under the <i>Homeowner Protection Act</i> ?		EP		
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? _____ (DD/MM/YYYY)		EP		
V. To the best of your knowledge, has the premises been tested for radon? (i) If yes, was the most recent test: <input type="checkbox"/> short term or <input type="checkbox"/> long term (more than 90 days) Level: _____ <input type="checkbox"/> bq/m3 <input type="checkbox"/> pCi/L on _____ date of test (DD/MM/YYYY)		EP		
W. Is there a radon mitigation system on the Premises? (i) If yes, are you aware of any problems or deficiencies with the radon mitigation system?		EP		

4. GENERAL

A. Are you aware if the Premises have been used to grow cannabis (other than as permitted by law) or to manufacture illegal substances?		EP		
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MS ES

BUYER'S INITIALS

EP

SELLER'S INITIALS

DATE OF DISCLOSURE

ADDRESS: 23436 Dogwood Ave Maple Ridge BC V2X 4S5

4. GENERAL (continued)	YES	NO	DO NOT KNOW	DOES NOT APPLY
B. Are you aware of any latent defect in respect of the Premises? <i>For the purposes of this question, "latent defect" means a defect that cannot be discerned through a reasonable inspection of the Premises that renders the Premises: (a) dangerous or potentially dangerous to occupants; or (b) unfit for habitation.</i>		EP		
C. Are you aware if the property, of any portion of the property, is designated or proposed for designation as a "heritage site" or of "heritage value" under the <i>Heritage Conservation Act</i> or under municipal legislation?		EP		

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

K. some water in basement occasionally in prior years nothing in past year.



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 and agrees that a copy of this Property Disclosure Statement may be given to a prospective Buyer.

PLEASE READ THE INFORMATION PAGE BEFORE SIGNING.

Elizabeth Polacek

SELLER(S) Elizabeth Polacek

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.

The Buyer acknowledges that all measurements are approximate.

Authentisign
6/6/2023 11:41:45 AM PDT

BUYER(S)

Authentisign
6/5/2023 10:24:35 PM PDT

BUYER(S)

BUYER(S)

The Seller and the Buyer understand that neither the Listing nor Selling Brokerages or their Managing Brokers, Associate Brokers or Representatives warrant or guarantee the information provided about the Premises.

*PREC represents Personal Real Estate Corporation

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Active
R2782929
 Board: V, Detached
 House with Acreage

23436 DOGWOOD AVENUE

Maple Ridge
 East Central
 V2X 4S5

\$1,598,900 (LP)

(SP)



Days on Market: **8** List Date: **5/30/2023** Expiry Date: **5/30/2024**
 Previous Price: **\$0** Original Price: **\$1,598,900** Sold Date:
 Meas. Type: **Feet** If new, GST/HST inc?: Approx. Year Built: **1935**
 Frontage (feet): **128.74** Bedrooms: **4** Age: **88**
 Frontage (metre...): **39.24** Bathrooms: **1** Zoning: **RS-2**
 Depth / Size: **509.8** Full Baths: **1** Gross Taxes: **\$5,405.60**
 Lot Area (sq.ft.): **0.00** Half Baths: **0** For Tax Year: **2022**
 Lot Area (acres): **1.50** Rear Yard Exp: Tax Inc. Utilities?:
 Flood Plain: **Yes** P.I.D.: **010-493-433** Tour:
 View: **No**
 Complex/Subd...
 First Nation Reserve:
 Services Connected: **Electricity, Natural Gas, Sanitary Sewer, Water**
 Sewer Type: **City/Municipal** Water Supply: **City/Municipal**

Style of Home: **2 Storey w/Bsmt.** Total Parking: Covered Parking: Parking Access:
 Construction: **Frame - Wood** Parking: **Open**
 Exterior: **Wood** Driveway Finish: **Gravel**
 Foundation: **Concrete Perimeter** Dist. to Public Transit: **1 BLOCK** Dist. to School Bus: **3 BLOCKS**
 Renovations: **Partly** Reno. Year: **2013** Seller's Intere... **Registered Owner**
 # of Fireplaces: **1** R.I. Fireplaces: **0** Rain Screen: Property Disc.: **Yes**
 Fireplace Fuel: **Natural Gas** Metered Water: Fixtures Leased: **No**
 Fuel/Heating: **Forced Air, Natural Gas** R.I. Plumbing: Fixtures Rmvd: **No**
 Outdoor Area: **Patio(s) & Deck(s)** Floor Finish: **Mixed**

Legal: **LOT 2, PLAN NWP19475, SECTION 28, TOWNSHIP 12, GROUP 1, NEW WESTMINSTER LAND DISTRICT** Municipal Charges
 Amenities: Garbage:
 Water: **\$75.00**
 Dyking:
 Sewer:
 Other:
 Site Influences: **Paved Road, Private Setting, Recreation Nearby, Rural Setting**
 Features: **ClthWsh/Dryr/Frdg/Stve/DW, Drapes/Window Coverings, Fireplace Insert, Microwave, Range Top, Smoke Alarm, Storage Shed**

Finished Floor (Main):	871	Floor	Type	Dimensions	Floor	Type	Dimensions	Bathrooms
Finished Floor (Above):	538	Main	Living Room	22'9 x 14'3			x	Floor #Pcs
Finished Floor (AbvMain2):	0	Main	Kitchen	13'7 x 15'10			x	Main 4
Finished Floor (Below):	0	Main	Foyer	9'2 x 6'4			x	
Finished Floor (Basement):	0	Main	Bedroom	15'7 x 10'10			x	
Finished Floor (Total):	1,409 sq. ft.	Above	Primary Bedroom	15'3 x 9'4			x	
Unfinished Floor:	873	Above	Bedroom	12'3 x 13'10			x	
Grand Total:	2,282 sq. ft.	Above	Bedroom	13'10 x 8'11			x	
Flr Area (Det'd 2nd Res):	sq. ft.	Above	Other	10'2 x 8'4			x	
Suite: None							x	
Basement: Full							x	

Crawl/Bsmt. Ht: # of Levels: **2** Manuf Type: Registered in MHR?: PAD Rental:
 # of Kitchens: **1** # of Rooms: **8** MHR#: CSA/BCE: Maint. Fee:

List Broker 1: **Royal LePage - Brookside Realty - Office: 604-467-5000** List Broker 3:
 List Desig Agt 1: **Betty Olsen - Phone: 604-467-5000** **bettyolsen@me.com**
 List Broker 2: Appointments: **Touchbase**
 List Desig Agt 2: 3: Call: **Betty Olsen**
 Sell Broker 1: Phone: **604-467-5000**
 Sell Sales Rep 1: 2: 3:
 Owner: **Elizabeth Polacek**
 Commission: **3.255% ON 1ST \$100,000/1.1625% ON BAL** Occupancy: **Owner**

Realtor **Showings by Appointment Only. Area is a flood plain. City supports rebuild/add on to Executive Homes. Possibility of Garden Suite as well.**
 Remar... **Listing Agent must be present for all showings. First Showings at Open House Sat & Sun June 3 & 4th, 1-3pm both days. Offers will be looked at Tuesday June 6/22 at 2PM.**

Steeped in history this wonderful old farmhouse was built in the 1930s. Set in in the middle of 1.5 Acres surrounded by Executive Homes. Rare Opportunity to buy in this desirable Silver Valley Area. City Water & Sewer - no Storm Sewer . Small watercourse on West property line. Book your viewing today. Very sought after area!

