

The Real Estate Regulations

being

Chapter R-1.3 Reg 1 (effective January 1, 1997) as amended
by Saskatchewan Regulations 6/1999 and 60/2005.

NOTE:

This consolidation is not official. Amendments have been incorporated for convenience of reference and the original statutes and regulations should be consulted for all purposes of interpretation and application of the law. In order to preserve the integrity of the original statutes and regulations, errors that may have appeared are reproduced in this consolidation.

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CHAPTER R-1.3 REG 1

The Real Estate Act

Title

1 These regulations may be cited as *The Real Estate Regulations*.

Interpretation

2(1) In these regulations:

- (a) “**Act**” means *The Real Estate Act*;
- (b) “**advertisement**” includes any oral, written or graphic representation with respect to trading in real estate:
 - (i) in a newspaper, magazine, flyer, handbill or any other written form that is distributed in Saskatchewan;
 - (ii) on a billboard or sign located in Saskatchewan; or
 - (iii) on television, radio or other electronic means;
- (c) “**main office**” means the office managed by the broker named in the certificate of registration of the brokerage;
- (d) “**member**” means a member of the Commission;
- (e) “**prospectus**” means the prospectus required to be filed pursuant to Appendix A or Appendix B and every statement and report required to be filed with the prospectus;
- (f) “**review officer**” means an employee of the Commission or other person designated by the Commission;
- (g) “**securities**” means:
 - (i) cash deposited with the Commission;
 - (ii) negotiable instruments that are deposited with the Commission and are of a type in which trustees are permitted to invest pursuant to *The Trustee Act*; or
 - (iii) surety bonds, that have been approved by the Commission;
- (h) “**time-share interest**” means the interest held in a time-share plan;
- (i) “**time-share plan**” means a contract with respect to property that is located in or outside Saskatchewan where a person:
 - (i) acquires an ownership interest in the property and the right to use or occupy all or part of that property for residential purposes and for specific or determinable periods; or

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(ii) acquires a right to the use of the property or any substituted property for residential purposes for two or more specific or determinable periods where:

- (A) at least one of the periods of use begins in a year after the year in which the first period of use begins; and
- (B) payment for each period of use is required in the year prior to that period of use.

(2) In the case of a time-share plan, “**property**” includes real estate and personal property that is associated with the real estate.

20 Dec 96 cR-1.3 Reg 1 s2.

REAL ESTATE COMMISSION

Membership on Commission

3(1) Only registrants may be elected as members.

(2) An individual is not eligible to be a member or to remain a member if:

- (a) in the case of a registrant, the individual’s registration is suspended;
- (b) the individual is convicted of an offence pursuant to the Act or these regulations;
- (c) the individual is convicted of an offence pursuant to the *Criminal Code* and has not been pardoned; or
- (d) the individual is an undischarged bankrupt.

(3) Notwithstanding the manner of appointment, where a member becomes ineligible to be a member, he or she ceases to be a member on that day.

20 Dec 96 cR-1.3 Reg 1 s3.

Absence or incapacity

4(1) The Commission may appoint an individual to act in the place of the registrar during the absence, incapacity or inability to act of the registrar or while the office of the registrar is vacant.

(2) Any provision of the Act or these regulations directing or empowering the registrar to do something or otherwise applying to the registrar includes an individual acting pursuant to subsection (1).

20 Dec 96 cR-1.3 Reg 1 s4.

Delegation of powers

5(1) The delegation of any powers or duties of the Commission is to be made in writing.

(2) Within 15 days of delegating any of its powers or duties, the Commission shall notify the superintendent, in writing, of the delegation of the powers or duties.

20 Dec 96 cR-1.3 Reg 1 s5.

Investigation committee

6 Employees of the Commission are not eligible to be appointed to the investigation committee established pursuant to the Act.

20 Dec 96 cR-1.3 Reg 1 s3.

Conflict of interest

7 No member shall:

- (a) engage in any business or private transaction for money or other consideration where knowledge of that transaction is gained by reason of the member's position on the Commission;
- (b) act in a manner, whether or not prohibited by the Act, these regulations or the bylaws, that may result in or create the appearance of:
 - (i) using his or her position for private gain;
 - (ii) giving preferential treatment to any person;
 - (iii) impeding the Commission from carrying out its purposes;
 - (iv) adversely affecting the member's independence or impartiality; or
 - (v) adversely affecting the integrity of the Commission;
- (c) solicit, accept or receive a fee or other consideration for attending at or providing a speech, lecture or publication for an event for which he or she receives remuneration from the Commission.

20 Dec 96 cR-1.3 Reg 1 s7.

INVESTIGATION AND HEARING**Complaints – preliminary evaluation**

8(1) On its own motion or where it receives a written complaint with respect to a registrant alleging professional misconduct or professional incompetence, the Commission shall refer the matter to a review officer to review the circumstances of the action or complaint and the conduct of the registrant.

(2) The review officer shall provide to the registrant:

- (a) a copy of the complaint; or
- (b) a written summary of the conduct complained of that is alleged to constitute professional misconduct or professional incompetence.

(3) The review officer may request verification of any information or material related to the action or complaint from the registrant whose conduct is the subject of the complaint or from any other registrant.

(4) A registrant shall respond, in writing, to the request made pursuant to subsection (3) and deliver the response to the review officer by the date set out in the request.

- (5) On completion of the preliminary evaluation, the review officer shall report back to the investigation committee with a recommendation that:
- (a) further action be taken by the investigation committee; or
 - (b) no further action be taken, if the review officer is satisfied that the complaint meets any of the following criteria:
 - (i) the complaint does not fall within the Commission's jurisdiction;
 - (ii) the complaint is without basis;
 - (iii) the complaint is trivial, frivolous or of a vexatious nature;
 - (iv) the complaint does not raise an issue of professional misconduct or professional incompetence.
- (6) When a report is made pursuant to subsection (5), the review officer shall:
- (a) notify the complainant, the registrant and the investigation committee, in writing, of the review officer's recommendation, together with the reasons for that recommendation; and
 - (b) where the review officer recommends that no further action is to be taken, advise the complainant in writing of his or her right to apply to the investigation committee for a review of the recommendation that is to be accompanied by the complainant's reasons for requesting a review of the review officer's recommendation by the investigation committee.

20 Dec 96 cR-1.3 Reg 1 s8.

Prior to hearing

- 9(1) Where a report of the investigation committee recommends that the Commission hear and determine a formal complaint pursuant to clause 35(2)(a) of the Act, the review officer shall provide to the registrant whose conduct is the subject of the hearing:
- (a) copies of all documents the investigation committee had before it; and
 - (b) disclosure of the facts the investigation committee had before it.
- (2) Prior to the hearing the registrant whose conduct is the subject of the complaint may waive his or her right to a hearing, in writing to the Commission, and admit to the allegations in the complaint.
- (3) Where a registrant waives his or her right to a hearing pursuant to subsection (2), the registrant shall sign a statement of facts and admissions that will be submitted to the Commission.
- (4) The Commission may accept the registrant's statement of facts and admissions and, if accepted, may make an order:
- (a) in the case of professional incompetence or professional misconduct, pursuant to section 38 of the Act; or
 - (b) in the case of a criminal conviction, cancelling the registrant's registration pursuant to section 40 of the Act.

(5) The Commission shall not make an order pursuant to subsection (4) without giving the registrant an opportunity to be heard with respect to the order to be made.

20 Dec 96 cR-1.3 Reg 1 s9.

ADJOURNMENTS

Adjournments

10(1) The registrant, the person prosecuting a complaint or any other person with an interest in a hearing may apply to the Commission for an adjournment.

(2) An applicant may apply to the Commission for adjournment of a hearing respecting a registration decision pursuant to section 26 of the Act.

(3) The Commission may delegate to the registrar the power to adjourn a hearing date where a request is received pursuant to subsection (1) or (2).

20 Dec 96 cR-1.3 Reg 1 s10.

REAL ESTATE ASSURANCE FUND

Administration of the fund

11 Pursuant to clause 48(3)(b) of the Act, the fee for the annual administration of the fund is \$25,000.

20 Dec 96 cR-1.3 Reg 1 s11.

Auditor

12(1) The Commission shall appoint an auditor who shall audit the fund's records, accounts and financial statements:

- (a) annually; and
- (b) at any other times that the Commission may direct.

(2) The Commission shall appoint an auditor, and that person is to be independent of the Commission and is to be a member, or a partnership whose partners are members of:

- (a) the Certified General Accountants Association of Saskatchewan;
- (b) the Society of Management Accountants of Saskatchewan - La Societe des Comptables en Management du Saskatchewan; or
- (c) The Institute of Chartered Accountants of Saskatchewan.

(2) On the demand of the auditor, the present or former members or employees of the Commission shall furnish any information and provide access to records, documents, books and accounts of the fund that are, in the opinion of the auditor, necessary to enable him or her to make the examination and the report required pursuant to subsection 51(1) of the Act.

20 Dec 96 cR-1.3 Reg 1 s12.

Claims against fund

13(1) The maximum amount that the Commission may pay out of the fund:

- (a) to any one claimant with respect to a claim against a brokerage is \$25,000; or
 - (b) to all claimants with respect to all claims against a brokerage is \$50,000.
- (2) Where the aggregate of all claims against a brokerage exceeds \$50,000, the Commission shall pay the claims on a *pro rata* basis.

20 Dec 96 cR-1.3 Reg 1 s13.

BROKERAGE REQUIREMENTS**Exemption**

14(1) A brokerage whose main office is located in Lloydminster, Alberta or Flin Flon, Manitoba is exempt:

- (a) from the provisions of subsection 30(1) of the Act; and
- (b) from the requirement in section 31 of the Act to keep its records at its main office in Saskatchewan;

provided that the brokerage files with the Commission:

- (c) a consent that is satisfactory to the Commission to allow the superintendent or a person appointed by the superintendent to enter the premises where the records are kept and inspect and remove the records to Saskatchewan; and
 - (d) an undertaking satisfactory to the Commission to pay the reasonable costs incurred in an act of the superintendent pursuant to this section.
- (2) The requirement to maintain one or more interest-bearing trust accounts in a financial institution in Saskatchewan pursuant to clause 71(1)(a) of the Act is satisfied if the deposits to the account or accounts in Saskatchewan are made electronically from outside Saskatchewan.

20 Dec 96 cR-1.3 Reg 1 s14.

Brokerage fee

15 Where a brokerage holds money in trust pursuant to subsection 71(6) of the Act, the brokerage may charge a buyer or seller, as the case may be, an administration fee that does not exceed \$50.

20 Dec 96 cR-1.3 Reg 1 s15.

PAYMENT FROM TRUST ACCOUNTS**Claims respecting trust accounts**

16 Where more than one person claims entitlement to the same funds held in trust by a brokerage pursuant to section 71 of the Act, the brokerage shall, subject to section 73 of the Act, hold the funds in the trust account until the earliest of the date:

- (a) an agreement, in writing, is signed by all parties to the trade respecting how the money is to be disbursed;

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- (b) the brokerage pays the money into court; and
- (c) the brokerage is ordered by the court to disburse the trust funds in a specified manner.

20 Dec 96 cR-1.3 Reg 1 s16.

Disbursement of trust funds

17 A broker or branch manager shall only disburse trust money from the brokerage's trust account pursuant to subsection 71(1) of the Act for:

- (a) repayment of funds received in trust from a buyer;
- (b) payment to a brokerage on account of services rendered pursuant to the Act, these regulations or the bylaws;
- (c) repayment to a party to a transaction for any amount that is in excess of the amount required by the brokerage for services rendered;
- (d) payment to a seller for forfeiture of a deposit;
- (e) repayment of money paid into the trust account by mistake;
- (f) payment of interest to the Commission pursuant to subsection 71(3) of the Act; or
- (g) payment to the Minister of Finance in accordance with section 73 of the Act.

20 Dec 96 cR-1.3 Reg 1 s17.

SECURITIES

Securities

18(1) This section applies to the trade in Saskatchewan in real estate located outside Saskatchewan and to the trade in time-share plans.

(2) Sections 74 to 78 of the Act apply, with any necessary modification, to the trade in Saskatchewan of real estate located outside Saskatchewan and to the trade in time-share plans.

(3) The amount of securities to be deposited with the Commission pursuant to subsection 74(7) of the Act is to be an amount equal to:

- (a) the greater of:
 - (i) \$150,000 in cash or by way of a surety bond, plus any interest income from the securities; and
 - (ii) 10% of the proposed selling prices of all of the individual properties making up the offering; or
- (b) any greater amount that the Commission may determine.

- (4) Every depositor shall ensure that the securities deposited with the Commission pursuant to subsection (3) are:
- (a) in a form in which they may be realized on, assigned, sold or converted into cash; and
 - (b) in a form acceptable to the Commission.
- (5) Notwithstanding any other Act, law or agreement, the Commission is deemed to be appointed as the attorney of the depositor for the purposes of endorsing, assigning, transferring, selling, disposing, negotiating or otherwise converting securities deposited with the Commission.
- (6) Where the securities are in a form that may be deposited, the Commission shall:
- (a) immediately deposit all securities in a separate trust account in a financial institution in Saskatchewan; and
 - (b) invest all securities in any general and continuing security or class of securities in which trustees are permitted to invest trust funds pursuant to *The Trustee Act*.
- (7) Where the securities are not in a form that may be deposited, the Commission shall keep the securities in a place of safe keeping.
- (8) The Commission is not responsible for:
- (a) any act or failure to act with respect to any notice regarding the securities; or
 - (b) protecting the securities from any decrease in value.
- (9) The Commission may realize on, assign or sell the security or convert it into cash or make payment of the proceeds:
- (a) to any buyer who has obtained a judgment of the court with respect to a claim arising out of a trade in real estate located outside Saskatchewan or a time-share plan;
 - (b) in the case of an undisputed claim, to any buyer who, in the opinion of the Commission, is entitled to the claim;
 - (c) into court in trust for any person who may become a person described in clause (a);
 - (d) into court on an interpleader action pursuant to the rules of court; or
 - (e) to recover reasonable costs incurred by the Commission.
- (10) Subject to subsections (9) and 19(1), the Commission shall release the securities to the person who deposited them with the Commission, less any amounts paid or recovered pursuant to subsection (9):
- (a) within 90 days following the date on which the Commission is satisfied that the title to the property or the interest in the time-share plan has passed to all buyers;

- (b) in the case of a time-share plan, where the title or time-share interest has not passed to all buyers, within 90 days following the date on which:
- (i) a buyer has rescinded the contract pursuant to the Act and these regulations; and
 - (ii) the Commission is satisfied all buyers who have rescinded the contract with respect to that time-share plan have received a full refund of all money paid with respect to the trade; or
- (c) within 90 days after all claims have been resolved, unless the Commission has been given notice that a claim has not been resolved.

20 Dec 96 cR-1.3 Reg 1 s18.

ERRORS AND OMISSIONS INSURANCE

Errors and omissions insurance

18.1(1) In this section:

- (a) **“errors and omissions insurance”** means insurance that provides indemnity against liability arising out of claims for damages made against a registrant for an error, omission or negligent act arising out of professional services provided by the registrant;
 - (b) **“Real Estate Insurance Exchange”** means the reciprocal or inter-insurance exchange that is established pursuant to the Real Estate Insurance Exchange Agreement and with respect to which a valid licence has been issued pursuant to *The Saskatchewan Insurance Act*;
 - (c) **“Real Estate Insurance Exchange Agreement”** means an agreement dated July 1, 2005 as amended from time to time that is entered into between brokers, including all brokerages, associate brokers, branch managers, agents and salespersons, for the purpose of exchanging reciprocal contracts of indemnity or inter-insurance with each other through the Real Estate Insurance Exchange;
 - (d) **“subscriber”** means a person who exchanges a reciprocal contract of indemnity or inter-insurance with one or more persons.
- (2) Every registrant shall maintain errors and omissions insurance in the minimum amount of \$1,000,000, with respect to a claim, by participating as a subscriber in the Real Estate Insurance Exchange in accordance with the terms and conditions of the Real Estate Exchange Agreement.

17 Jne 2005 SR 60/2005 s2.

CLAIMS

Claims against deposits and the fund

19(1) Claims with respect to deposits held by a brokerage for real estate located outside Saskatchewan or time-share plans are to be paid from the securities held by the Commission pursuant to subsection 18(3), and where the amount of securities is insufficient to pay the full amount of all claims, each claimant shall be paid *pro rata* from the securities deposited with the Commission.

(2) Subject to section 13, where the amount of securities held by the Commission is insufficient to meet all of the claims and a buyer has been paid in accordance with subsection (1), the buyer may claim against the fund pursuant to section 49 of the Act for the difference between the amount of the claim and the *pro rata* share paid to him or her pursuant to subsection (1).

(3) A buyer is not entitled to any payment from the fund pursuant to subsection (2) where the Commission is satisfied that the buyer has been or is eligible to be fully compensated or indemnified pursuant to the laws of the jurisdiction where the real estate, or in the case of a time-share plan, the property is located.

(4) If the buyer or the Commission, subsequent to any claim by the buyer against the fund or any payment to the buyer from the fund, determines that the buyer has been or is eligible to be fully compensated or indemnified pursuant to the laws mentioned in subsection (3), the buyer shall:

(a) immediately notify the Commission, in writing, of the compensation or indemnification, or of the buyer's eligibility for compensation or indemnification; and

(b) within 30 days of the determination, repay to the Commission the payment made to the buyer from the fund.

20 Dec 96 cR-1.3 Reg 1 s19.

PROSPECTUS

Prospectus requirements

20(1) In the case of a trade in Saskatchewan in real estate located outside Saskatchewan, other than a time-share plan, the prospectus is to be in the form of Appendix A.

(2) In the case of a trade in Saskatchewan in a time-share plan, the prospectus is to be in the form of Appendix B.

20 Dec 96 cR-1.3 Reg 1 s20.

Form and content of prospectus

21 The information contained in the prospectus:

(a) if the prospectus contains a table of concordance, need not follow the order of the items contained in these regulations;

(b) may be expressed in any manner that does not obscure the required information;

(c) may contain additional information that does not obscure the required information;

- (d) must not omit material that may cause the required information to be incomplete or misleading; and
- (e) must constitute full, true and plain disclosure of all material facts.

20 Dec 96 cR-1.3 Reg 1 s21.

Fee for filing prospectus

22(1) The fee for filing a prospectus pursuant to section 77 of the Act is:

- (a) \$2,000 for the filing of the original prospectus, which includes the 12-month period from the date of acceptance of the prospectus;
- (b) \$500 for each year the prospectus is renewed; and
- (c) \$500 for an amended prospectus.

(2) Fees paid pursuant to this section are not refundable.

20 Dec 96 cR-1.3 Reg 1 s22.

TIME-SHARE PLANS

Trading in time-share plans

23(1) No brokerage shall trade in a time-share plan unless a prospectus is filed by the brokerage and accepted by the Commission pursuant to sections 74 to 78 of the Act and section 20 of these regulations.

(2) No person shall trade in Saskatchewan in a time-share plan until the property and all accommodation and facilities that are the subject of the time-share plan can be lawfully occupied or used by the buyer and the time-share interest can be transferred to the buyer unless:

- (a) all money received from the buyer is held in trust pursuant to section 71 of the Act and section 16 of these regulations, or as otherwise approved by the Commission, and the seller has obtained all necessary approvals and financing to construct the accommodation and facilities that will be the subject of the time-share plan; or
- (b) the Commission is satisfied that it is in the public interest and has given its written approval.

20 Dec 96 cR-1.3 Reg 1 s23.

Contracts for time-share plans

24(1) In addition to providing the buyer with the prospectus, a brokerage shall provide to a buyer a contract where the buyer purchases a time-share interest.

(2) A copy of the contract is to be given to the buyer at the time it is entered into.

(3) The contract is to be in writing and to be dated and signed by the seller and the buyer in the presence of at least one witness.

(4) The contract is to include:

- (a) the date on which the contract is signed;
- (b) the names and addresses of the seller and the buyer;
- (c) the name and address of the brokerage;
- (d) the street address, if any, and the legal description of the property;

- (e) the purchase price and the terms and conditions of payment, and the cost of borrowing, in accordance with *The Cost of Credit Disclosure Act*;
 - (f) details of any restrictions on the right of use and the method of determining the period during which the property may be used and provisions for exchange of property.
 - (g) a statement of rescission rights that conforms with the requirements in subsection (5) that must appear:
 - (i) on the first page of the contract; or
 - (ii) directly above the signature line, and in that case, there shall be a notice on the first page of the contract, in not less than 12-point bold type, directing the buyer to the location of the statement;
 - (h) details respecting the termination of the time-share plan; and
 - (i) any other information prescribed in the bylaws.
- (5) A statement of rescission rights must:
- (a) contain the words specified in the “Buyer’s Statutory Rights” portion of Appendix B of these regulations;
 - (b) show the heading in not less than 12-point bold type;
 - (c) show the 90-day rescission rights specified in section 78 of the Act and the 10-day rescission rights specified in section 25 of these regulations, in 12-point bold type; and
 - (d) show the remainder of the information in not less than 10-point type.

20 Dec 96 cR-1.3 Reg 1 s24.

Time-share plan rescission rights

- 25(1)** In addition to the rescission rights pursuant to section 78 of the Act, a buyer who has entered into a time-share plan in Saskatchewan may rescind the contract by serving written notice of rescission on the seller or brokerage within 10 days after the day on which the buyer receives a copy of the contract.
- (2) A notice pursuant to subsection (1) may be served on the brokerage or the seller at the address given in the prospectus or contract, or on the brokerage at its registered office pursuant to *The Business Corporations Act*.
 - (3) A notice mentioned in subsection (2) may be served in any manner that permits the buyer to produce evidence that the buyer rescinded the contract, including registered mail, facsimile or personal service.
 - (4) Where a method of sending or delivering a notice of rescission other than personal service is used, the notice is deemed to be given when sent.
 - (5) A notice of rescission is adequate if, however expressed, it indicates the intention of the buyer to terminate, cancel or withdraw from the contract.
 - (6) A contract or agreement to trade is not enforceable against the buyer by a person who has breached any provision of sections 23, 24 or this section, or the person’s successor in title.
 - (7) Where a brokerage has received a deposit or other consideration from a buyer and the buyer provides notice of rescission, the brokerage shall, promptly and without deduction, return to the buyer the deposit or other consideration received from the buyer.

20 Dec 96 cR-1.3 Reg 1 s25.

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Application

26 Sections 27 to 29 apply to the trading in Saskatchewan of real estate, other than time-share plans, located outside Saskatchewan.

20 Dec 96 cR-1.3 Reg 1 s26.

Money to be held in trust

27 All money received as a deposit from a buyer is to be held in trust until completion of the transaction, in the manner set out in the bylaws.

20 Dec 96 cR-1.3 Reg 1 s27.

Contract required

28(1) In addition to providing the buyer with the prospectus, a brokerage shall provide to a buyer a contract where the buyer purchases or leases real estate located outside Saskatchewan.

(2) A copy of the contract is to be given to the buyer at the time it is entered into.

(3) The contract is to be in writing and be dated and signed by the seller and the buyer in the presence of at least one witness.

(4) The contract is to include:

(a) the date on which the contract is signed;

(b) the names and addresses of the seller and the buyer;

(c) the name and address of the brokerage;

(d) the street address, if any, and the legal description of the real estate;

(e) the purchase price and the terms and conditions of payment, and the cost of borrowing, in accordance with *The Cost of Credit Disclosure Act*;

(f) a statement of rescission rights that conforms with the requirements in subsection (5) and must appear:

(i) on the first page of the contract; or

(ii) directly above the signature line and, in that case, there shall be a notice on the first page of the contract, in not less than 12-point bold type, directing the buyer to the location of the statement; and

(g) any other information prescribed in the bylaws.

(5) A statement of rescission rights must:

(a) contain the words specified in the "Buyer's Statutory Rights" portion of Appendix A of these regulations;

(c) show the 90-day rescission rights specified in section 78 of the Act in 12-point bold type; and

(d) show the remainder of the information in not less than 10-point type.

20 Dec 96 cR-1.3 Reg 1 s28.

EXCLUSIONS

Exclusions

29(1) The Act does not apply to:

- (a) a trade with respect to individual private storage units for the storage of insurable crops as defined in *The Crop Insurance Act*;
- (b) an advertisement, made or placed from outside Saskatchewan, respecting trades in real estate located outside Saskatchewan where the advertising is the only activity in Saskatchewan pertaining to that real estate;
- (c) a person who owns not more than two time-share interests and trades in those time-share interests.

(2) A registrant who engages in property management of real estate located in Saskatchewan and owned by the registrant or in which the registrant has a material interest is exempt from the Act for the purposes of property management with respect to that real estate if the registrant discloses, in writing and in a manner that may be prescribed in the bylaws, to a tenant before entering into a lease or rental agreement:

- (a) that the registrant is the owner of or has a material interest in the real estate; and
- (b) that although the owner or person having a material interest in the real estate is a registrant, *The Real Estate Act* does not apply to the lease or rental agreement.

(3) For the purposes of this section, “**tenant**” means a person who leases or rents real estate.

20 Dec 96 cR-1.3 Reg 1 s29; 29 Jan 99 SR 6/1999 s2.

R.R.S. c.R-2.1 Reg 1, repealed

30 *The Real Estate Brokers Regulations, 1988* are repealed.

20 Dec 96 cR-1.3 Reg 1 s30.

Transitional

31(1) A brokerage is required to comply with the requirements respecting a prospectus in the Act and these regulations within 60 days of the coming into force of the Act, where:

- (a) in the case of real estate located outside Saskatchewan except for time-share plans, the content of a prospectus filed with the superintendent prior to the coming into force of the Act, is not consistent with requirements pursuant to the Act and these regulations; or
- (b) in the case of a time-share plan, no prospectus was required to be filed prior to the coming into force of the Act.

(2) Notwithstanding subsection (1), in the case of a time-share plan the seller shall comply with the requirements of section 24 respecting a contract.

20 Dec 96 cR-1.3 Reg 1 s31.

APPENDIX A
(REAL ESTATE OUTSIDE SASKATCHEWAN)¹

**On the outside front
cover of the
Prospectus:**

“Date” must be on, or
prior to, the date of
execution of the
prospectus.

Reproduce the
“DISCLAIMER” in bold
type.

The acceptance date of
the original prospectus
and all subsequent
amendments.

Name and address of
the brokerage. Indicate
whether the company is
to be licensed as a
brokerage in
Saskatchewan or
whether the brokerage
is acting as agent on
behalf of the company.

Reproduce the
“WARNING TO
BUYER” (or
substantially the same
warning) in bold, block
type.

PROSPECTUS DATED
DISCLAIMER

**This prospectus has been filed with and accepted
by the Saskatchewan Real Estate Commission
pursuant to *The Real Estate Act*.**

**Neither the Commission nor the Superintendent of
Real Estate has in any way passed upon the merits
of the real estate offered in this prospectus.**

Acceptance Date: _____

Amendment Date: _____

NAME AND ADDRESS OF BROKERAGE

Name: _____

Address: _____

WARNING TO BUYER
YOU MUST ACKNOWLEDGE RECEIPT OF THIS
PROSPECTUS. IT IS RECOMMENDED YOU READ
THE ENTIRE PROSPECTUS BEFORE SIGNING
ANY DOCUMENT.

IT IS RECOMMENDED YOU INSPECT THE REAL
ESTATE PERSONALLY BEFORE BUYING IT IN
ORDER TO ENSURE THAT IT MEETS YOUR
EXPECTATIONS.

¹ If a requirement does not apply, write “N/A” (not applicable), and state the reason(s) why it does not apply.

CERTAIN SUBSTANTIAL RISK FACTORS ARE INHERENT IN A PURCHASE OF THIS NATURE. IT IS RECOMMENDED YOU DISCUSS THE CONTENTS OF THIS PROSPECTUS WITH YOUR ADVISORS SUCH AS A LAWYER, ACCOUNTANT OR INCOME TAX ADVISOR BEFORE SIGNING ANY DOCUMENT.

NO PERSON IS AUTHORIZED BY THE COMPANY TO PROVIDE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS PROSPECTUS IN CONNECTION WITH THE SALE OF REAL ESTATE OFFERED BY THE COMPANY.

THERE MAY BE NO ESTABLISHED MARKET THROUGH WHICH THE REAL ESTATE CAN BE SOLD AND NO MARKET MAY DEVELOP. THE SALE PRICE WAS DETERMINED BY THE COMPANY AND MAY NOT BEAR ANY RELATIONSHIP TO THE ACTUAL VALUE OF THE REAL ESTATE.

A PURCHASE OF THE REAL ESTATE OFFERED BY THIS PROSPECTUS MUST BE CONSIDERED HIGHLY SPECULATIVE. YOU MAY NOT BE ABLE TO RESELL YOUR REAL ESTATE AND YOU MUST NOT EXPECT THE REAL ESTATE TO INCREASE IN VALUE. THEREFORE, THIS SHOULD BE CONSIDERED A LONG-TERM PURCHASE.

YOU SHOULD BE AWARE THAT IF YOU SIGN A CONTRACT IN ANOTHER PROVINCE OR IN ANOTHER COUNTRY, YOUR RIGHTS COULD COME UNDER THE LAWS OF THAT PROVINCE OR COUNTRY AND THERE MAY BE NO PROTECTION FOR YOU UNDER SASKATCHEWAN LAWS.

IF YOU SIGN A CONTRACT IN SASKATCHEWAN, YOU HAVE RIGHTS IN SASKATCHEWAN AND YOU MAY HAVE ADDITIONAL RIGHTS IN THE PROVINCE OR COUNTRY IN WHICH THE REAL ESTATE IS LOCATED.

On the inside front cover of the Prospectus:

Reproduce the "SUMMARY" in block type.

SUMMARY OF THE OFFERING

THE FOLLOWING IS A SUMMARY OF CERTAIN INFORMATION RELATING TO THE OFFERING. THIS SUMMARY IS NOT INTENDED TO BE COMPLETE AND IS QUALIFIED BY THE MORE DETAILED INFORMATION CONTAINED ELSEWHERE IN THE PROSPECTUS. PROSPECTIVE BUYERS SHOULD CAREFULLY REVIEW THIS DOCUMENT AND CONSULT THEIR LEGAL AND OTHER PROFESSIONAL ADVISORS.

THE OFFERING

Provide a brief description of the offering, including the name and address of the financial institution **in Saskatchewan** where proceeds from the sale of the real estate will be deposited, the percentage or dollar amount of commission payable, and the dollar amount of expenses related to the prospectus offering.

THE COMPANY

Briefly describe the business of the company, including the date of incorporation and all jurisdictions where the company is licensed or authorized to trade in the real estate offered by the prospectus.

Reproduce the information respecting "OTHER MATERIAL AGREEMENTS".

OTHER MATERIAL AGREEMENTS

A list and description of all Material Agreements pertaining to the company and this offering is located on page ____ of the Prospectus. Copies of these agreements may be viewed at the registered office of the company:

The registered office is the address **in Saskatchewan**.

Name: _____

Address: _____

Reproduce the information respecting "RISK FACTORS".

RISK FACTORS

Certain substantial risk factors are inherent in a purchase of this nature. Accordingly, prospective buyers are urged to consult their own advisers with specific reference to these risk factors which are discussed on page ____.

R-1.3 REG 1

REAL ESTATE

**A table of contents
must form part of the
Prospectus:**

Reproduce the "TABLE
OF CONTENTS",
adding in the
appropriate pagination.

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| 21. SOLICITOR'S CERTIFICATE..... | |

Include in the body of the Prospectus:

1. DETAILS OF THE OFFERING

Describe the offering and the plan of distribution, including:

- a. the seller or the brokerage appointed to make the offering and the licensed selling agents;
- b. a legal description of the real estate;
- c. the selling price of the real estate;
- d. the expiration date of the offering;
- e. the sale or transfer rights; and
- f. the commission to be taken.

2. CORPORATE STRUCTURE

Describe the corporate status, including:

If there is more than one company, complete similar disclosure for each individual company.

- a. the registered name and address of the company carrying out the real estate development or project;
- b. the registered head office address;
- c. the address for service in Saskatchewan;
- d. the date of incorporation;
- e. the jurisdiction under which it is incorporated and if it is not incorporated in Saskatchewan the date it was registered in Saskatchewan; and
- f. any registered trade name or trade mark under which it carries on business.

3. BUSINESS OF THE COMPANY

General Overview

Provide a general overview of the business of the company and briefly describe the history of the company's past and present real estate projects.

Financing Operations

Describe the company's financial operations, including:

- a. the financing for the project;
- b. capitalization of the project;
- c. liabilities and debts;
- d. secured and unsecured credit facilities; and
- e. a brief history of past financial performance.

4. DIRECTORS AND OFFICERS

List each of the directors, partners or officers, by:

If there is more than one company, complete similar disclosure for each individual company.

- a. name;
- b. home address;
- c. positions/offices held with the company; and
- d. principal occupation.

5. USE OF PROCEEDS

Briefly describe the projected amount of net proceeds to be raised from this offering and how the proceeds will be used, and the types of ongoing financial statements and reports which will be sent to buyers.

6. DETAIL OF RISK FACTORS

Describe the risk factors associated with real estate in general and with the company's project in particular, including:

- a. economic conditions;
- b. real estate values and other industry conditions;
- c. rates and availability of credit or other financing;
- d. government or other regulatory restrictions on development, including, but not limited to, building standards and property use; and
- e. construction and labour costs.

7. MATERIAL CONTRACTS

List and describe all material agreements (or other material facts) entered into by the company, other than contracts entered into in the ordinary course of business, and the location where copies of these contracts may be examined.

8. INTEREST OF MANAGEMENT IN MATERIAL TRANSACTIONS

List and describe the interest of the officers, directors and management in all material transactions such as loans made, stock options, and management agreements.

9. PENDING LEGAL PROCEEDINGS

Describe any known or contemplated pending legal proceedings against the company or contingent liabilities with respect to amounts which may be claimed by third parties.

10. SOLICITORS, AUDITORS, TRANSFER AGENTS AND REGISTRARS

List the names and addresses of the company's solicitors, auditors, transfer agents and registrars.

11. LEGAL DESCRIPTION OF THE REAL ESTATE

Provide a legal description and street address or location of the real estate that is to be conveyed to the buyer.

12. GENERAL DESCRIPTION

Provide a general description of the project, including:

- a. the size and location of the project;
- b. the number of lots or units being offered for sale (attach plan);
- c. the planned use of the project including the number of undeveloped and finished lots or blocks, the number of residential, commercial, industrial and recreational lots or units, and the past use/history of the project; and
- d. a description of the number of single and multiple residential dwellings constructed and occupied on units or lots in the vicinity of the real estate.

13. LEGAL AND FINANCIAL MATTERS

Title to the Project

Describe any legal and financial matters affecting title to the project property, including:

- a. the name of the person who surveyed the project property and the date of the survey;
- b. the status of the titles to the units or lots being offered for sale;
- c. a description of each encumbrance, lien, caveat, easement, mortgage, writ or other charge against the project property that the seller knows or should reasonably be expected to know will be charged against the project property, including amounts, repayment terms/discharge provisions and interest rates;
- d. any pending legal proceedings or legal proceedings known or anticipated to be contemplated in respect of the project or against the company with respect to the project;
- e. any civil judgments or criminal convictions obtained or actions pending or anticipated against the project or the company or its directors, partners or officers; and
- f. a statement that the project has received approval from the required municipal or other government authorities, and that building permits have been issued.

Restrictions on Project Property and Building Use

Describe any restrictions on use of the project property and buildings, including:

- a. any government or non-government approvals, permits or authorizations obtained or that remain to be obtained before the project can proceed as planned;
- b. whether the project property lies within the boundaries of any existing or proposed utility district, special district, taxing area or assessment district and, if so, the name and address of that district or area;
- c. any material provisions of the law of the jurisdiction where the project property is located which might reasonably affect a person's decision to purchase the real estate, including the right of the seller or lender in relation to the purchase;
- d. any conditions or restrictions imposed which affect or control the renovation or construction of buildings or structures of any type on the real estate;
- e. any mutual rights, obligations or property usage covenants between the real estate being offered and any real estate in the vicinity that will or may affect the real estate being offered;
- f. details of the foundation required for any construction on the real estate because of the geographical or structural characteristics of the real estate; and
- g. details of any restrictions due to environmental concerns including weather hazards, any history of flooding or drainage, or any other hazard or nuisance that the seller knows or should reasonably be expected to know that the real estate is or will or may be exposed to.

Services

Describe the services available or approved for installation, including:

- a. whether the real estate offered has been surveyed, plotted, staked and is accessible over public roads by a conventional motor vehicle;
- b. the liability of a buyer for property taxes, utility payments and assessments, special or otherwise, and the estimated cost per month to a buyer for such taxes, payments and assessments;
- c. the availability and quality of water for domestic use for drinking and sewage;

- d. a description of available fire, police and hospital services;
- e. a description of available roads, sidewalks, street lighting, public transportation systems, electrical power, gas, telephones, garbage collection and sewage;
- f. a description of available school facilities and the distance from the project property to the school facilities;
- g. details concerning ownership and use of any recreational or other facilities which are part of or are in the vicinity of the project property or are advertised as available to prospective buyers;
- h. a description of the maintenance of the services described in items (c) to (g) and how and to what extent a buyer will be responsible for the cost of maintaining these services and for users' fees in item (g).

Terms and Conditions of the Offering

Provide the terms and conditions of the offering, including:

- a. details of the company's financing of the project, including property acquisition costs, costs of construction and services, a description of any other expenditures that are or might reasonably be anticipated and the payment due date for each expenditure;
- b. the source of funds with which all unpaid costs and anticipated expenditures are to be paid and, if the company is not financing the project internally, a statement from a financial institution indicating that a financing commitment for the project has been obtained;
- c. any additional costs or expenses that must be paid by the buyer upon the purchase of the real estate, including any recording fees or closing costs;
- d. details of any rights of buyers with respect to selection of units or lots, or any provision for an exchange of lots or units after the buyers have had an opportunity to inspect them;
- e. whether there are buildings being constructed or buildings being subjected to major renovations in the general area in which the real estate is located;
- f. any restrictions or prohibitions concerning the buyer employing his or her own contractor or erecting his or her own building;

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REAL ESTATE

- g. a description of any improvements to be completed by the company and the estimated costs and target dates; and
- h. the amounts and nature of any warranty or guarantee and any statutory bond or other deposit that have been or are to be deposited for the buyer's protection.

Reproduce the information respecting the "BUYER'S CONTRACTUAL RIGHTS". The notice should be prominently displayed.

14. BUYER'S CONTRACTUAL RIGHTS**BUYER'S CONTRACTUAL RIGHTS**

A BUYER IS DEEMED TO HAVE RELIED ON THIS PROSPECTUS AND ON ANY REPORT, OPINION OR STATEMENT MADE BY THE BROKERAGE OR ANY SALESPERSON, BRANCH MANAGER OR BROKER OF THAT BROKERAGE, OR THE SELLER OR COMPANY, AS CONSTITUTING FULL, TRUE AND PLAIN DISCLOSURE OF ALL MATERIAL FACTS RELATING TO THE REAL ESTATE OFFERED BY THIS PROPOSECTUS, TOGETHER WITH ALL AMENDMENTS TO THE PROSPECTUS.

Reproduce the information respecting the "BUYER'S STATUTORY RIGHTS". The notice should be prominently displayed.

15. BUYER'S STATUTORY RIGHTS

BUYER'S STATUTORY RIGHTS

UNDER SECTION 78 OF *THE REAL ESTATE ACT*, IF YOU ENTER INTO A CONTRACT TO PURCHASE REAL ESTATE LOCATED OUTSIDE SASKATCHEWAN, YOU MUST FIRST BE GIVEN A COPY OF THE PROSPECTUS AND ACKNOWLEDGE IN WRITING THAT YOU RECEIVED AND READ THE PROSPECTUS.

IF YOU HAVE NOT RECEIVED THE PROSPECTUS OR HAVE NOT ACKNOWLEDGED RECEIPT OF IT, YOU MAY RESCIND THE CONTRACT BY GIVING WRITTEN NOTICE TO THE SELLER OR BROKERAGE WITHIN 90 DAYS OF THE DATE THE CONTRACT IS SIGNED. THE ONUS OF PROVING RECEIPT IS ON THE SELLER OR BROKERAGE.

THE NOTICE OF RESCISSION MAY BE SERVED IN A MANNER THAT PERMITS YOU TO PRODUCE EVIDENCE THAT YOU SERVED THE NOTICE, INCLUDING REGISTERED MAIL, FACSIMILE OR PERSONAL DELIVERY TO THE SELLER OR BROKERAGE AT THE ADDRESS STATED IN THE CONTRACT OR, IF NO ADDRESS IS STATED, AT THE ADDRESS ON THE FACE OF THE PROSPECTUS, OR AT THE BROKERAGE'S REGISTERED OFFICE.

PURSUANT TO SECTION 27 OF *THE REAL ESTATE REGULATIONS*, THE SELLER OR BROKERAGE IS REQUIRED TO KEEP ANY MONEY RECEIVED FROM YOU IN A TRUST ACCOUNT IN SASKATCHEWAN UNTIL THE SASKATCHEWAN REAL ESTATE COMMISSION IS SATISFIED TITLE TO THE REAL ESTATE HAS PASSED TO THE BUYER OR BUYERS. WHEN YOU SERVE THE NOTICE OF RESCISSION, THE SELLER OR BROKERAGE MUST PROMPTLY RETURN THE TRUST ACCOUNT MONEY TO YOU WITHOUT DEDUCTION.

YOU MAY HAVE OTHER RIGHTS OF RESCISSION. FOR MORE INFORMATION, YOU MAY CONTACT YOUR LAWYER, THE SASKATCHEWAN REAL ESTATE COMMISSION, THE SASKATCHEWAN SUPERINTENDENT OF REAL ESTATE, OR THE REGULATOR IN THE PROVINCE OR COUNTRY IN WHICH THE REAL ESTATE IS LOCATED.

16. AUDITOR'S REPORT

Include a copy of the auditor's most recent report.

17. CONSOLIDATED FINANCIAL STATEMENTS

Include a copy of the auditor's most recent audited financial statements.

18. NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Include a copy of the auditor's notes to the financial statements.

19. OFFENCE CAUTION

Reproduce the "OFFENCE CAUTION". The notice should be prominently displayed and immediately preceding the certificate of the company and the signatures of the directors.

OFFENCE CAUTION

EVERY PERSON REQUIRED TO SIGN THIS PROSPECTUS IS ADVISED TO READ THE PROVISIONS OF *THE REAL ESTATE ACT*, *THE REAL ESTATE REGULATIONS* AND THE SASKATCHEWAN REAL ESTATE COMMISSION BYLAWS, AND TO BE FULLY AWARE OF THEIR OBLIGATIONS BEFORE SIGNING. A PERSON WHO FAILS TO COMPLY WITH THE ACT OR THE REGULATIONS MAY, IF CONVICTED, BE LIABLE: (A) IN THE CASE OF AN INDIVIDUAL, TO A FINE OF NOT MORE THAN \$10,000 FOR A FIRST OFFENCE AND TO A FINE OF NOT MORE THAN \$20,000 FOR A SECOND OR SUBSEQUENT OFFENCE; (B) IN THE CASE OF A CORPORATION, TO A FINE OF NOT MORE THAN \$50,000; AND IN BOTH (A) AND (B), WHERE THE COURT CONSIDERS IT APPROPRIATE, TO PAY RESTITUTION TO ANY PERSON AS COMPENSATION FOR A LOSS SUFFERED BY THAT PERSON AS A RESULT OF THE OFFENCE.

Reproduce the "CERTIFICATE OF THE COMPANY" before the signatures.

20. CERTIFICATE OF THE COMPANY

CERTIFICATE OF THE COMPANY

The foregoing declarations constitute full, true and plain disclosure of all material facts respecting the real estate offered for sale or lease by this Prospectus as required by The Real Estate Regulations of the Province of Saskatchewan as of _____, 19 ____.

Print the name below the signature.

Signed:

If there is more than one company, the Prospectus must be signed by each company and when the company is a corporation, signed by the corporation and every director in his or her personal capacity.

Name and Title Date

Name and Title Date

Director

Director

Director

Seal

R-1.3 REG 1**REAL ESTATE**

Reproduce the
“SOLICITOR’S
CERTIFICATE”.

Include, as facts to be certified, the status of the titles to the real estate being offered for sale; that the brokerage or company has obtained all approvals, permits, licences or authorizations required by law in the jurisdiction where the real estate is located in order to entitle the seller to offer the real estate for sale in that jurisdiction; and that the brokerage or company has good and marketable title to the real estate.

Where a certificate requires reference to foreign law, a solicitor may, in making the certification, rely on the opinion of any person qualified in that foreign law who is acceptable to the Commission.

21. SOLICITOR’S CERTIFICATE**SOLICITOR’S CERTIFICATE**

In **THE MATTER OF** *The Real Estate Act* and the Prospectus of

(Insert Brokerage’s or Company’s name)

For real estate described as

(Insert legal description)

I, _____, Solicitor, a member of the Law Society of _____, (the jurisdiction in which the real estate is located) having read the above described Prospectus dated _____, 19 _____, made any required investigations in public offices, and reviewed same with the named Brokerage or Seller or the Company certify that:

- (A) I am not a salaried employee, officer, shareholder or director of the Brokerage or Seller or the Company; and
- (B) The facts contained in Items (Insert item numbers of facts being certified) of the Prospectus are correct.

DATED AT _____ in the Province
(State) of _____, this _____
day of _____, 19 _____.

(Solicitor’s Signature)

APPENDIX B

(TIME-SHARE PLANS INSIDE AND OUTSIDE SASKATCHEWAN)¹**On the outside front cover of the Prospectus:**

“Date” must be on, or prior to, the date of execution of the prospectus.

Reproduce the “DISCLAIMER” in bold type.

The acceptance date of the original prospectus and all subsequent amendments.

Name and address of the brokerage. Indicate whether the company is to be licensed as a brokerage in Saskatchewan or whether the brokerage is acting as agent on behalf of the company.

Reproduce the “WARNING TO BUYER” (or substantially the same warning) in bold, block type.

PROSPECTUS DATED**DISCLAIMER**

This prospectus has been filed with and accepted by the Saskatchewan Real Estate Commission pursuant to *The Real Estate Act*.

Neither the Commission nor the Superintendent of Real Estate has in any way passed upon the merits of the time-share interest offered in this prospectus.

Acceptance Date: _____

Amendment Date: _____

NAME AND ADDRESS OF BROKERAGE

Name: _____

Address: _____

WARNING TO BUYER

YOU MUST ACKNOWLEDGE RECEIPT OF THIS PROSPECTUS. IT IS RECOMMENDED YOU READ THE ENTIRE PROSPECTUS BEFORE SIGNING ANY DOCUMENT.

IT IS RECOMMENDED YOU INSPECT THE PROPERTY PERSONALLY BEFORE BUYING A TIME-SHARE INTEREST IN ORDER TO ENSURE THAT IT MEETS YOUR EXPECTATIONS.

¹ If a requirement does not apply, write “N/A” (not applicable), and state the reason(s) why it does not apply.

CERTAIN SUBSTANTIAL RISK FACTORS ARE INHERENT IN A PURCHASE OF THIS NATURE. IT IS RECOMMENDED YOU DISCUSS THE CONTENTS OF THIS PROSPECTUS WITH YOUR ADVISORS SUCH AS A LAWYER, ACCOUNTANT OR INCOME TAX ADVISOR BEFORE SIGNING ANY DOCUMENT.

NO PERSON IS AUTHORIZED BY THE COMPANY TO PROVIDE ANY INFORMATION OR TO MAKE ANY REPRESENTATION OTHER THAN THOSE CONTAINED IN THIS PROSPECTUS IN CONNECTION WITH THE SALE OF A TIME-SHARE INTEREST OFFERED BY THE COMPANY.

THERE MAY BE NO ESTABLISHED MARKET THROUGH WHICH THIS TIME-SHARE INTEREST CAN BE SOLD AND NO MARKET MAY DEVELOP. THE SALE PRICE WAS DETERMINED BY THE COMPANY AND MAY NOT BEAR ANY RELATIONSHIP TO THE ACTUAL VALUE OF THE TIME-SHARE INTEREST.

A PURCHASE OF THE TIME-SHARE INTEREST OFFERED BY THIS PROSPECTUS MUST BE CONSIDERED HIGHLY SPECULATIVE. YOU MAY NOT BE ABLE TO RESELL OR EXCHANGE YOUR INTEREST AND YOU MUST NOT EXPECT THE TIME-SHARE INTEREST TO INCREASE IN VALUE. THEREFORE, THIS SHOULD BE CONSIDERED A LONG-TERM PURCHASE.

YOU SHOULD BE AWARE THAT IF YOU SIGN A CONTRACT IN ANOTHER PROVINCE OR IN ANOTHER COUNTRY, YOUR RIGHTS COULD COME UNDER THE LAWS OF THAT PROVINCE OR COUNTRY AND THERE MAY BE NO PROTECTION FOR YOU UNDER SASKATCHEWAN LAWS.

IF YOU SIGN A CONTRACT IN SASKATCHEWAN, YOU HAVE RIGHTS IN SASKATCHEWAN AND YOU MAY HAVE ADDITIONAL RIGHTS IN THE PROVINCE OR COUNTRY IN WHICH THE PROPERTY IS LOCATED.

A table of contents must form part of the Prospectus:

Reproduce the "TABLE OF CONTENTS", adding in the appropriate pagination.

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| 16. OFFENCE CAUTION | |
| 17. CERTIFICATE OF THE COMPANY | |
| 18. SOLICITOR'S CERTIFICATE | |

Include in the body of the Prospectus:

If there is more than one company, complete similar disclosure for each individual company.

If there is more than one company, complete similar disclosure for each individual company.

1. THE COMPANY

Describe the corporate status, including:

- a. the registered name and address of the company carrying out the real estate development or project;
- b. the registered head office address;
- c. the address for service in Saskatchewan;
- d. the date of incorporation;
- e. the jurisdiction under which it is incorporated and if it is not incorporated in Saskatchewan the date it was registered in Saskatchewan; and
- f. any registered trade name or trade mark under which it carries on business.

2. DIRECTORS AND OFFICERS

List each of the directors, partners or officers, by:

- a. name;
- b. home address;
- c. positions/offices held with the company; and
- d. principal occupation.

3. THE PROJECT**General Description of the Project**

Provide a general description of the project, including:

- a. the size and location of the project;
- b. the planned use of the project, including the number of undeveloped and finished lots, units or other property, the number of residential, commercial, industrial and recreational lots, units or other property and the past use/history of the project;
- c. a copy of the architect's sketch of the project;
- d. a description of the number of lots, units or other property (attach plan) by:
 - type of lots, units or other property, such as single or multiple residential use;
 - type of construction, such as woodframe, masonry or concrete; and
 - features included as part of the property, such as balconies, patios, decks, awnings or garages.

Common Property

Describe the common property that may be used by buyers and the division of ownership and responsibilities for the common property areas, including:

- a. a list of the common property of the project such as storage rooms, laundry rooms, lounges, elevators, swimming pools, tennis courts, playgrounds, workshop, balconies, patios, and covered and outdoor parking spaces, moorings and dockyards, and any other facilities separate from the time-share interest itself that the buyer is entitled to use;
- b. the buyer's entitlement to the common property;
- c. the fees, charges and taxes for the common property;
- d. the method for determining the assessment to be levied on each time-share interest for maintenance and repair, and the estimated cost per month to a buyer for those assessments; and
- e. details of legal remedies to enforce payment.

The Prospectus may offer only those phases for which permits or other approvals have been issued and financing obtained, **and must be amended before offering any successive phase.**

Project Approval

Provide a statement that the project has received approval from the required municipal or other government authorities and that building or any other permits have been issued which permit construction of the project as described in this Prospectus **or** attach copies of the permits.

Restrictions on Property* Use

Describe any restrictions on use of the property, including:

- a. whether the property lies within the boundaries of any existing or proposed utility district, special district, taxing area or assessment district, and if so the name and address of those districts or areas;
- b. any material provisions of the law of the jurisdiction where the property is located which might reasonably affect a person's decision to purchase a time-share interest in the property, including the right of the seller or lender in relation to the purchase;
- c. any conditions or restrictions imposed which affect or control occupancy or the renovation or construction of buildings or structures of any type upon the property being offered;

*NOTE: Readers and users consulting these regulations should refer to subsection 2(2) of these regulations.

- d. any mutual rights, obligations or property usage covenants between the property being offered and any property in the vicinity that will or may affect the property being offered;
- e. details of the foundation required for any construction on the property because of the geographical or structural characteristics of the property being offered; and
- f. details of any restrictions due to environmental concerns including weather hazards, any history of flooding or drainage, or any other hazard or nuisance that the seller knows or should reasonably be expected to know that the property is or will or may be exposed to.

Services

Describe the services available or approved for installation, including:

- a. whether the property being offered has been surveyed, plotted, staked and is accessible over public roads by a conventional motor vehicle;
- b. the liability of a buyer for property taxes, utility payments and assessments, special or otherwise, and the estimated cost per month to a buyer for those taxes, payments and assessments;
- c. the availability and quality of water for domestic use for drinking and sewage;
- d. a description of available fire, police and hospital services;
- e. a description of available roads, sidewalks, street lighting, public transportation systems, electrical power, gas, telephones, garbage collection and sewage;
- f. a description of the maintenance of the services described in items (c) to (e) and how and to what extent a buyer will be responsible for the cost of maintaining these services.

4. THE TIME-SHARE INTEREST

Legal Description of the Time-Share Interest

Provide a legal description and street address or location of the property and specific identification of the property that is to be conveyed to the buyer.

State of the Project

Describe any legal and financial matters affecting the time-share interest, including:

- a. the status of the title to the project or the nature of the time-share interest being offered for sale;
- b. a description of each encumbrance, lien, caveat, easement, mortgage, writ or other charge against the project that the seller knows or should reasonably be expected to know will be charged against the project, including amounts, repayment terms/discharge provisions and interest rates;
- c. any pending legal proceedings or legal proceedings known or anticipated to be contemplated in respect of the project or against the company with respect to the project; and
- d. any civil judgments or criminal convictions obtained or actions pending or anticipated against the project or the company or its directors, partners or officers.

Financing Operations

Describe the source of funds to complete the company's obligations, including:

- a. details of the company's financing of the project, including property acquisition costs, costs of construction and services, a description of any other expenditures that are or might reasonably be anticipated and the payment due date for each expenditure;
- b. a description of the company's future plans with respect to the project, including options on property held, other property owned, and other partners if the company is not financing the project alone;
- c. a description of the seller's proposal to assure availability of funds for ownership, operation and maintenance of unsold units and common areas and facilities during the selling period;
- d. the source of funds with which all unpaid costs and anticipated expenditures are to be paid and, if the company is not financing the project internally, a statement from a financial institution indicating that a financing commitment for the project has been obtained;

- e. any additional costs or expenses that must be paid by the buyer upon the purchase of the time-share interest, including any recording fees or closing costs;
- f. a description of any improvements to be completed by the company and the estimated costs and target dates; and
- g. the amounts and nature of any warranty or guarantee and any statutory bond or other deposit that have been or are to be deposited for the buyer's protection.

5. THE OFFERING

Nature of the Time-Share Interest

Provide the terms and conditions of the offering, including:

- a. the type of time-share interest (i.e., ownership or right of use);
- b. the selling price of the time-share interest;
- c. a description of the time-share interest being distinguished by numbers or other symbols such as the exact boundaries of each time-share interest by reference to floors, walls and ceilings;
- d. the maximum number of interests which may be sold in respect of the property;
- e. date of availability; and
- f. registration/filing of the time-share interest.

Restrictions on Use and Termination of Time-Share Interest

Describe any restrictions or termination provisions, including:

- a. details of any rights of buyers with respect to selection of a property, or any provision for an exchange of a property after the buyers have had an opportunity to inspect them, and whether the exchange is guaranteed or otherwise;
- b. details of occupancy arrangements or restrictions regarding rental, lease, or sub-lease of the property and whether they are mandatory or optional;
- c. details of a buyer's legal rights to use the property and the legal remedies available to the buyer to enforce those rights;
- d. the code of use or conduct, if any, to be followed while using the property;
- e. the method of determining the time period during which the property may be used by the buyer;

- f. details of the method to provide compensation to a buyer if a property is unavailable for the buyer when the buyer is entitled to it by a schedule applicable to the buyer or confirmed reservation; and
- g. details of any other rights and responsibilities of the seller and buyer, such as the termination and resale provisions where the buyer is in default, or where other buyers are in default, or where the project is wound up, or where accommodations and facilities for a phase being offered are not substantially completed, including any penalties that would be owing.

Furniture and Equipment

List the furniture, appliances and equipment which will be included in the time-share interest, including:

- a. purchase cost and any warranties, guarantees, liens, charges or encumbrances on the chattels;
- b. upgrade, replacement and damage provisions; and
- c. maid/cleaning services, if any.

Costs

List the estimated expenses in sufficient detail so it is clear which expenses relate only to the time-share interest and which expenses relate to the project as a whole, including:

- a. details of the total budgeted expenses of the project for one year for which the buyer may be liable listed on a prorated monthly basis for each size or type of time-share interest offered, and particulars of comparative or other data supporting the estimates, including whether any initial or special fee or deposit for capital reserve or other purposes is or will be required and if so who will maintain the capital reserve;
- b. a summary of all estimated prorated monthly expenses of a buyer of any average time-share interest offered, including financing payments, taxes, and maintenance or common expenses, management fees, moorage and docking fees, utilities and any other recurring fees or charges;
- c. whether an annual budget is to be presented to the buyer each year;
- d. details of any other expenses that are or might reasonably be anticipated;
- e. details of any fire, liability or any other insurance which is required to be, or has been placed by the seller or which the buyer is required to place; and
- f. when and how the above payments are to be made.

Association

Where, on the purchase of the time-share interest, the buyer becomes a member of or in any way associated with an association, board, co-operative, corporation, council or any other type of owner or user organization, include:

- a. a copy of the documents that created it;
- b. a copy of the bylaws or rules and regulations that govern it;
- c. details of any fees or charges that may be payable; and
- d. details of any liabilities or contingent liabilities, known or anticipated, against the association, board, co-operative, corporation, council or the like.

Manager

Provide details of any existing or proposed contract for the management of the project, including:

- a. the name and address of the manager;
- b. the manager's relationship, if any, to the company; and
- c. the manager's appointment, term and remuneration.

Purchase Financing

The Prospectus is to state whether financing of the time-share interest is required to be placed by the seller and, if the purchase is financed in this manner, the Prospectus is to disclose the purchase price and the terms and conditions of payment in accordance with *The Cost of Credit Disclosure Act* of the Province of Saskatchewan.

Form

A contract, agreement, or similar document is required to be given as evidence of purchase.

A contract, agreement, or similar document for purchasing a time-share interest is attached to the Prospectus as Form_____.

6. DETAIL OF RISK FACTORS

Describe the risk factors associated with the real estate market and time-share plans in general and with the company's project in particular, including:

- a. economic conditions;
- b. real estate and time-share interest values and other industry conditions;
- c. rates and availability of credit or other financing;
- d. government or other regulatory restrictions on development, building standards and property use; and
- e. construction and labour costs.

7. MATERIAL CONTRACTS

List and describe all material agreements (or other material facts) entered into by the company, other than contracts entered into in the ordinary course of business, and the location where copies of those contracts may be examined.

8. INTEREST OF MANAGEMENT IN MATERIAL TRANSACTIONS

List and describe the interest of the officers, directors and management in all material transactions such as loans made, stock options, and management agreements.

9. PENDING LEGAL PROCEEDINGS

Describe any known or contemplated pending legal proceedings against the company or contingent liabilities with respect to amounts which may be claimed by third parties.

10. SOLICITORS, AUDITORS, TRANSFER AGENTS AND REGISTRARS

List the names and addresses of the company's solicitors, auditors, transfer agents and registrars.

11. BUYER'S CONTRACTUAL RIGHTS

Reproduce the information respecting the "BUYER'S CONTRACTUAL RIGHTS". The notice should be prominently displayed.

BUYER'S CONTRACTUAL RIGHTS

A BUYER IS DEEMED TO HAVE RELIED ON THIS PROSPECTUS AND ON ANY REPORT, OPINION OR STATEMENT MADE BY THE BROKERAGE OR ANY SALESPERSON, BRANCH MANAGER OR BROKER OF THAT BROKERAGE, OR THE SELLER OR COMPANY, AS CONSTITUTING FULL, TRUE AND PLAIN DISCLOSURE OF ALL MATERIAL FACTS RELATING TO THE TIME-SHARE INTEREST OFFERED BY THE PROSPECTUS, TOGETHER WITH ALL AMENDMENTS TO THE PROSPECTUS.

Reproduce the information respecting the "BUYER'S STATUTORY RIGHTS". The notice should be prominently displayed.

12. BUYER'S STATUTORY RIGHTS

BUYER'S STATUTORY RIGHTS

YOU MAY RESCIND A CONTRACT TO PURCHASE A TIME-SHARE INTEREST AT ANY TIME UP TO 10 DAYS FOLLOWING THE DAY ON WHICH YOU RECEIVED A COPY OF THE CONTRACT. YOU DO NOT NEED A REASON TO RESCIND THE CONTRACT.

YOU MUST GIVE WRITTEN NOTICE TO THE SELLER OR BROKERAGE. THE NOTICE OF RESCISSION MAY BE SERVED IN A MANNER THAT PERMITS YOU TO PRODUCE EVIDENCE THAT YOU SERVED THE NOTICE, INCLUDING REGISTERED MAIL, FACSIMILE OR PERSONAL DELIVERY TO THE SELLER OR BROKERAGE AT THE ADDRESS STATED IN THE CONTRACT OR, IF NO ADDRESS IS STATED, AT THE ADDRESS ON THE FACE OF THE PROSPECTUS, OR AT THE BROKERAGE'S REGISTERED OFFICE.

PURSUANT TO SECTION 78 OF *THE REAL ESTATE ACT* AND SECTION 23 OF *THE REAL ESTATE REGULATIONS*, IF YOU ENTER INTO A CONTRACT TO PURCHASE A TIME-SHARE INTEREST LOCATED IN OR OUTSIDE SASKATCHEWAN, YOU MUST FIRST BE GIVEN A COPY OF THE PROSPECTUS AND ACKNOWLEDGE IN WRITING THAT YOU RECEIVED AND READ THE PROSPECTUS.

IF YOU HAVE NOT RECEIVED THE PROSPECTUS OR HAVE NOT ACKNOWLEDGED RECEIPT OF IT, YOU MAY RESCIND THE CONTRACT BY GIVING WRITTEN NOTICE TO THE SELLER OR BROKERAGE WITHIN 90 DAYS OF THE DATE THE CONTRACT IS SIGNED. NOTICE IS TO BE GIVEN IN THE SAME WAY AS DESCRIBED IN THE SECOND PARAGRAPH.

PURSUANT TO SECTIONS 19 AND 27 OF *THE REAL ESTATE REGULATIONS*, THE SELLER OR BROKERAGE IS REQUIRED TO KEEP ANY MONEY RECEIVED FROM YOU IN A TRUST ACCOUNT IN SASKATCHEWAN UNTIL THE SASKATCHEWAN REAL ESTATE COMMISSION IS SATISFIED THAT THE TIME-SHARE INTEREST HAS PASSED TO THE BUYER OR BUYERS. WHEN YOU SERVE THE NOTICE OF RESCISSION, THE SELLER OR BROKERAGE MUST PROMPTLY RETURN YOUR MONEY TO YOU WITHOUT DEDUCTION.

YOU MAY HAVE OTHER RIGHTS OF RESCISSION. FOR MORE INFORMATION, YOU MAY CONTACT YOUR LAWYER, THE SASKATCHEWAN REAL ESTATE COMMISSION, THE SASKATCHEWAN SUPERINTENDENT OF REAL ESTATE, OR THE REGULATOR IN THE PROVINCE OR COUNTRY IN WHICH THE PROPERTY IS LOCATED.

13. AUDITOR'S REPORT

Include a copy of the auditor's most recent report.

14. CONSOLIDATED FINANCIAL STATEMENTS

Include a copy of the auditor's most recent audited financial statements.

15. NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Include a copy of the auditor's notes to the financial statements.

Reproduce the "OFFENCE CAUTION". The notice should be prominently displayed and immediately preceding the certificate of the company and the signatures of the directors.

16. OFFENCE CAUTION**OFFENCE CAUTION**

EVERY PERSON REQUIRED TO SIGN THIS PROSPECTUS IS ADVISED TO READ THE PROVISIONS OF *THE REAL ESTATE ACT*, *THE REAL ESTATE REGULATIONS*, AND THE SASKATCHEWAN REAL ESTATE COMMISSION BYLAWS, AND TO BE FULLY AWARE OF THEIR OBLIGATIONS BEFORE SIGNING. A PERSON WHO FAILS TO COMPLY WITH THE ACT OR THE REGULATIONS MAY, IF CONVICTED, BE LIABLE: (A) IN THE CASE OF AN INDIVIDUAL, TO A FINE OF NOT MORE THAN \$10,000 FOR A FIRST OFFENCE AND TO A FINE OF NOT MORE THAN \$20,000 FOR A SECOND OR SUBSEQUENT OFFENCE; (B) IN THE CASE OF A CORPORATION, TO A FINE OF NOT MORE THAN \$50,000; AND IN BOTH (A) AND (B), WHERE THE COURT CONSIDERS IT APPROPRIATE, TO PAY RESTITUTION TO ANY PERSON AS COMPENSATION FOR A LOSS SUFFERED BY THAT PERSON AS A RESULT OF THE OFFENCE.

Reproduce the "CERTIFICATE OF THE COMPANY" before the signatures.

17. CERTIFICATE OF THE COMPANY

CERTIFICATE OF THE COMPANY

The foregoing declarations constitute full, true and plain disclosure of all material facts respecting the time-share interest offered by this Prospectus as required by *The Real Estate Regulations* of the Province of Saskatchewan as of _____, 19 ____.

Print the name below the signature.

If there is more than one company, the Prospectus must be signed by **each** company and **when the company is a corporation, signed by the corporation and every director in his or her personal capacity.**

Signed:

Name and Title Date

Name and Title Date

Director

Director

Director

SEAL

Reproduce the "SOLICITOR'S CERTIFICATE".

Include, as facts to be certified, the status of the title to the time-share interest being offered for sale; that the brokerage or company has obtained all approvals, permits, licences or authorizations required by law in the jurisdiction where the property is located in order to entitle the seller to offer the property for sale in that jurisdiction; and that the brokerage or seller has good and marketable title to the property.

Where a certificate requires reference to foreign law, a solicitor may, in making the certification, rely on the opinion of any person qualified in that foreign law who is acceptable to the Commission.

18. SOLICITOR'S CERTIFICATE

SOLICITOR'S CERTIFICATE

In **THE MATTER OF** *The Real Estate Act* and the Prospectus of _____

(Insert Brokerage's or Company's name)

For the property described as _____

(Insert legal description)

I, _____, Solicitor, a member of the Law Society of _____, (the jurisdiction in which the time-share property is located) having read over the above described Prospectus dated _____, 19 ____, made any required investigations in public offices, and reviewed same with the named Brokerage or Seller or the Company certify that:

- (A) I am not a salaried employee, officer, shareholder or director of the Brokerage or Seller or the Company, and
- (B) The facts contained in Items (Insert item numbers of facts being certified) of the Prospectus are correct.

DATED AT _____ in the Province (State) of _____, this ____ day of _____, 19 ____ .

(Solicitor's Signature)

