

die koper te versker, en 'n beskrywing van die reg in 'n natuurlike persoon is of na die ontbinding van 'n sodanige regte toeval na die dood van die koper wat en verbonde aan die behuisingbelang, en aan wie naam en adres van die verhuurder asook 'n afskrif van sodanige huurooreenkoms, sowel as die tydskedule van die huurooreenkoms, en indien die grond kragtens die grond deur die verkoper gehou word, en 'n verklaring met betrekking tot die reg waar- teen enige ander reg as 'n huurooreenkoms gehou word, 'n verklaring of die grond deur die verkoper gehou word, en 'n beskrywing van die grond met betrekking tot die belang van die koper en opsigte van sy spesifieke behuisingbelang, benut mag word;

(g) 'n verklaring of die grond met betrekking tot die behuisingsonwikkelskema ingevolge die huurpaga, die aantal jare waarbydens die belangke be- huisingbelang deur die koper ten opsigte van sy spe- sifieke behuisingbelang, benut mag word;

(h) 'n verklaring van die grond met betrekking tot die belang van die koper en opsigte van sy spesifieke behuisingbelang, benut mag word;

(i) 'n verklaring van die grond met betrekking tot die belang van die koper en opsigte van sy spesifieke behuisingbelang, benut mag word;

(j) indien die verkoper nie die eienaar is nie, die naam en adres van die geregistreerde eienaar van die grond;

(k) 'n verklaring of die onwikkelaar enige reg- streekse of onregstreekse belang in die bestuursagen- tise van die grond;

(l) 'n verklaring of die onwikkelaar enige reg- streekse of onregstreekse belang in die bestuursagen- tise van die grond;

(m) die bedrag en aard van die teenprestatie; (n) die jaarlikse koers waarteen rente, indien enige, op enige balans ten opsigte van die betrokke teenprestatie, betaalbaar is; (o) die bedrag of die metode waartoe die be- drag bepaal word, van elke paaiement wat ingevolge die kontrak ter vermindering of vreeffening van die betrokke teenprestatie betaalbaar sal wees;

(p) die vervaldatum of die wyse van bepaling van die vervaldatum, van elke sodanige paaiement; (q) 'n inventaris van die minimum toerende goed, indien enige, wat vir gebruik deur die koper tesame met die betrokke behuisingbelang beskikbaar sal wees;

(r) 'n gedetailleerde woonrekening van die ver- wagte inkomste en uitgawes ten opsigte van die be- houding en instandhouding van die behuisingson- wikkelskema vir een jaar voortuit met insluiting van 'n redelike voorsiening vir toekomstige instand- houding en herstelwerk, wat deur beide die onwik- kelaar en die bestuursagen- tise as voldoende geskied- sel is;

(s) 'n verklaring met betrekking tot die ouderdom van die akkommodasie;

chaser, and a description of the right in and to the housing interest, and to whom such rights devolve upon the death of a purchaser, who is a natural person, or the dissolution of a purchaser, who is a jur- tic person, as the case may be;

(g) a statement as to whether the land relating to the housing development scheme is held under ownership or leasehold and if leasehold, the number of years during which the housing interest concerned could be utilised by the purchaser in relation to his particular housing interest;

(h) a description of the land relating to the relevant housing interest;

(i) in the event of the land being held by the seller by virtue of a lease, the name and address of the lessor and a copy of such lease, as well as the dura- tion of the lease and in the event of the land being held by virtue of any right other than a lease, a state- ment of the right under which the seller holds the land, and the duration of such right;

(j) if the seller is not the owner, the name and address of the registered owner of the land;

(k) a statement as to whether the developer has any direct or indirect interest in the managing agent;

(l) if the land is encumbered by a mortgage bond, the name and address of the relevant nominee company referred to in the Participation Bonds Act, 1981 (Act No. 55 of 1981), in favour of which the mortgage bond is registered at the time the contract is con- cluded as well as the amount or amounts of such bond or bonds, and when the capital and interest due in terms of the mortgage bond is payable;

(m) the amount and nature of the consideration; (n) the annual rate at which interest, if any, is to be paid on any balance in respect of the relevant consi- deration;

(o) the amount, or the method of determining the amount, of each instalment which would be payable under the contract in reduction or settlement of the relevant consideration;

(p) the due date, or the method of determining the due date, of each such instalment;

(q) an inventory of the minimum movables, if any, which will be available for use by the purchaser in conjunction with the housing interest concerned;

(r) a detailed projection of the estimated income and expenditure in respect of the operation and maintenance of the housing development scheme for one year in advance including a reasonable provision for future maintenance and repairs, certified as ade- quate by both the developer and the managing agent;

(s) a statement as to the age of the accommoda- tion;

- (1) in the case of a housing development scheme operated pursuant to or in connection with a development scheme, the management and conduct rules in terms of the Sectional Titles Act, or in the case of a housing development scheme operated pursuant to the agreement as defined in the Share Blocks Control Act or any rules, regulations or otherwise, in accordance with which the housing interest concerned is to be utilized, or otherwise, the rules referred to in regulation 9 (1) (g);
- (u) particulars of any other housing development scheme in which the developer was directly or indirectly involved in any capacity, including as an architect, developer, estate agent, practitioner, quantity surveyor, or otherwise;
- (v) a statement as to whether or not all residential accommodation on the land relating to the housing development scheme is being utilised for the purposes of that scheme; and
- (w) in the case where a housing interest is being alienated under a right of occupation as defined in the Act—
 - (i) a statement of the *proviso* according to which the purchaser may occupy the housing interest and the period of such occupation; and
 - (ii) a statement concerning the percentage of the purchase price if any, which will be repaid to the purchaser or any other person or to the estate of a purchaser or any such other person when the right of occupation expires.

6. (a) Subject to paragraph (b), a developer shall, prior to the alienation of any housing interest, appoint a managing agent in terms of a management agreement, which agreement shall specify the management fee and the manner in which the managing agent shall manage the housing development scheme.

(b) A managing agent shall be appointed for a year at a time, and unless the developer or body corporate in the case of a development scheme, or a share block company in the case of a share block scheme, or management association, as the case may be, notifies the managing agent to the contrary, such appointment will be automatically renewed for a year at a time from year to year.

7. (a) With effect from the date on which a developer first alienates a housing interest to a purchaser, there shall be deemed to be established for that housing development scheme, a management association, of which the developer and such purchaser are members, and every person to whom thereafter a housing interest is alienated shall be a member of that management association.

(b) The management association shall be responsible for the enforcement of the rules, referred to in regulation 9 (1) (o), and for the control and administration and management of the housing development scheme, the accommodation, the land, the common property, facilities and services for the benefit of all members.

(c) The provisions of the Companies Act, 1973 (Act No. 61 of 1973), shall not apply in relation to the management association.

6. (a) Behoudens die bepalinge van paragraaf (b) moet 'n ontwikkelaar, voor die vereëmding van enige behuisingselemente, 'n bestuursagentskap krygens 'n bestuursagentskap aanstel, welke ooreenkoms die bestuursagentskap en die wyse waarop die bestuursagent die bestuursagentskap moet bestuur, moet spesifiseer.

(b) 'n Bestuursagent moet vir 'n tydperk van 'n jaar aangestel word, en tensy die ontwikkelaar of die regpersoon in die geval van 'n ontwikkelingskema, of 'n aandeelblokkema, of 'n aandeelblokkema, of 'n bestuursvereniging, na gelang van die geval, die bestuursagent tot die teendeel verplig word sodanige aanstelling outomaties van jaar tot jaar vir 'n tydperk van 'n jaar verleng.

7. (a) Met effek vanaf die datum waarop 'n ontwikkelaar vir die eerste keer 'n behuisingselement aan 'n koper verveem word, word dit geag dat die behuisingselement ontwikkelingskema 'n bestuursvereniging tot stand gekom het, waarvan die ontwikkelaar en die koper lede is en elke persoon aan wie 'n behuisingselement daarna verveem word, word 'n lid van daardie bestuursvereniging.

(b) Die bestuursvereniging is verantwoordelik vir die toepassing van die reëls waarna in regulasie 9 (1) (o) verwys word en vir die beheer, administrasie en bestuur van die behuisingselemente, die gemeenskaplike eiendom, fasiliteite en dienste, tot die voordeel van alle lede.

(c) Die bepalinge van die Maatskappijwet, 1973 (Wet No. 61 van 1973), is nie op die bestuursvereniging van toepassing nie.

(d) Die bestuurvereniging besit permanente open-
 volging en is bevoeg om in die naam van sy regsposson
 te dagvaar en om gedagvaar te word ten opsigte van —
 (i) enige kontrak deur hom gesluit;
 (ii) enige skade veroorsaak aan die grond,
 gemenskapslike eiendom of fasiliteite;
 (iii) enige aangeleentheid in verband met die
 behuisingsonwikkelingsskema, grond, gemenskaps-
 like eiendom, fasiliteite of dienste waarvoor die
 bestuurvereniging verantwoordelik is; en
 (iv) enige aangeleentheid wat voortspuit uit die
 uitoefening van sy bevoegdhede of die nakoming of
 nienakoming van sy funksies ingevolge hierdie Wet
 of enige reëls na verwys in regulasie 9 (1) (o).
 8. (1) Behoudens enige beperkings ingestel of
 opdragte gegee by 'n algemene vergadering van lede, is
 dit die plig van die bestuurvereniging —
 (a) om die gebou met betrekking tot die
 behuisingsonwikkelingsskema tot die veranagings-
 waarde daarvan teen brand te verseker en verseker
 te hou;
 (b) om teen sodanige ander risiko's as wat die lede
 by spesiale besluit bepaal, te verseker;
 (c) om die gemenskapslike eiendom, akkommo-
 dasie behoorlik te onderhou en dit in 'n goeie en
 dienbare toestand in stand te hou;
 (d) om aan 'n kennisgewing of bevel van 'n
 bevoegde gesag te voldoen waarkragtigens hertiel aan
 of werk ten opsigte van die betrokke grond of geboue
 veries word;
 (e) om nakoming van wetsbepalings betreffende
 die gemenskapslike eiendom of verbodings op
 grond wat deel van die gemenskapslike eiendom uit-
 maak, te verseker;
 (f) om die gemenskapslike eiendom tot voordeel
 van alle lede te beheer, te bestuur en te administreer;
 (g) om die aanleg, masjinerie, vaste en ander toe-
 behore met inbegrip van hysers, wat in verband met
 die gemenskapslike eiendom gebruik word, in 'n
 goeie en dienbare toestand te hou en behoortlik in
 stand te hou;
 (h) om, behoudens die reële van die plaaslike
 owerheid, pype, drade, kables en buise wat op die
 grond bestaan en in verband met die genot en die
 gebruik van meer as een akkommodasie of van die
 gemeenskapslike eiendom gebruik kan word, in stand
 te hou en te hertiel, met inbegrip van hernuwing
 waart redelikeverwys nodig;
 (i) om op die skriftelike versoek van 'n lid of gere-
 gisterde verbandhouer ten opsigte van 'n behu-
 singsbelang aan daardie lid of verbandhouer of 'n
 persoon skriftelik deur daardie lid of verbandhouer
 gemagtig, die versekeringspolis of polisse wat deur
 of kwantities vir die jongste premie of premies ten
 opsigte daarvan, te voorsien;
 (j) om die reëls waarna in regulasie 9 (1) (o) ver-
 wys word af te dwing; en
 (k) om 'n register van lede op sodanige wyse te hou
 as waarop die bestuurvereniging mag besluit.
 (2) Die bestuurvereniging word, vir die doeleindes
 van die aangaan van versekeringskragens subregulasie
 11 (a), geag 'n versekerbare belang in die ver-
 anagingswaarde van die gebou te he en word vir die

(d) The management association shall have perpetual
 succession and shall be capable of suing and being sued
 in its corporate name in respect of —
 (i) any contract made by it;
 (ii) any damage done to the land, the common
 property or facilities;
 (iii) any matter in connection with the housing
 development scheme, the land, the common prop-
 erty, facilities or services for which the management
 association is responsible; and
 (iv) any matter arising out of the exercise of its
 powers or the performance or non-performance of its
 functions under this Act or any rules referred to in
 regulation 9 (1) (o).
 8. (1) Subject to any restriction imposed or direction
 given at a general meeting of members, it shall be the
 duty of the management association —
 (a) to insure the building or buildings relating to
 the housing development scheme and keep it insured
 to its replacement value against fire;
 (b) to insure against such other risks as the mem-
 bers may by special resolution determine;
 (c) to maintain the common property and all
 accommodation and to keep it in a state of good and
 serviceable repair;
 (d) to comply with any notice or order by any com-
 petent authority requiring any repairs to or work in
 respect of the relevant land or buildings;
 (e) to ensure compliance with any laws relating to
 the common property or to any improvement on land
 comprised in the common property;
 (f) control, manage and administer the common
 property for the benefit of all members;
 (g) to keep in a state of good and serviceable repair
 and properly maintain the plant, machinery, fixtures
 and fittings, including elevators, used in connection
 with the common property;
 (h) subject to the rights of the local authority,
 maintain and repair, including renewal where
 reasonably necessary, pipes, wires, cables and ducts
 existing on the land and capable of being used in
 connection with the enjoyment of more than one
 accommodation or of the common property;
 (i) on the written request of any member or regis-
 tered mortgagee, in respect of a housing interest to
 produce to such member or mortgagee, or any per-
 son authorized in writing by such member or mort-
 gagee, the policy or policies of insurance effected by
 the management association and the receipt or
 receipts for the last premium or premiums in respect
 thereof;
 (j) to enforce the rules referred to in regulation 9
 (1) (o); and
 (k) to keep a register of members in such manner
 as the management association decides.
 (2) The management association shall for the pur-
 pose of effecting any insurance under subregulation (1)
 (a), be deemed to have an insurable interest in the
 replacement value of the building and shall, for the

purpose of effecting any other insurance under that subsection, be deemed to have an insurable interest in the subject matter of such insurance.

9. (1) Subject to any restriction imposed or direction given at a general meeting of members, the management association shall have the power —

(a) to establish for administrative expenses a levy fund sufficient in the opinion of the management association for the repair, upkeep, control, management and administration of the housing development scheme, accommodation, land, common property, including the building or buildings relating thereto, including a reasonable provision for future maintenance and repairs, for the payment of rates and taxes, for the supply of electric current, gas, water, fuel and sanitary and other services to the building and land and any premiums of insurance, and for the discharge of any obligation of the management association;

(b) to require from the members whenever necessary, to pay the levy for the purposes of satisfying any claims against the management association;

(c) to determine from time to time the amounts to be raised for the purposes aforesaid;

(d) to raise the amounts so determined by requiring the members to pay the levy in terms of regulation 14;

(e) to open and operate a current account and a savings account with a banking institution or a building society;

(f) to appoint employees as it may deem fit;

(g) to purchase, hire or otherwise acquire movable property for purposes of the operation of the housing development scheme;

(h) to expand the facilities and services;

(i) to borrow money required by it in the performance of its duties or the exercise of its powers;

(j) to secure the repayment of money borrowed by any manner permitted in law, including the cession of or any unpaid levies whether due and payable or not, or by suretyship or by encumbering any property vested in the management association;

(k) to invest any money of the fund referred to in paragraph (a);

(l) to enter into an agreement with the local authority or any person or body for the supply to any building and the land of electric current, gas, water, fuel and sanitary and other services;

(m) to enter into an agreement with any member for the provision of amenities or services by him to the accommodation relating to such housing interest or to the member or occupier thereof;

(n) to do all things reasonably necessary for the enforcement of the rules referred to in paragraph (o) and the control, management and administration of the common property;

(o) to make rules for the conduct of members, which rules shall not be in conflict with the Act or a regulation, shall be reasonable, and shall apply

doelindes van die aangaan van enige ander versker-ting kragens daardie subregulasie, gegaan versker-ting bare belang in die onderwerp van sodanige versker-ting te he.

9. (1) Behoudens enige beperkings ingesien op die opdragte gegee by 'n algemene vergadering van lede, het die bestuurdersvereniging die bevoegdheid —

(a) om vir administratiewe uitgawes 'n heffingsfonds in te stel wat na die oordeel van die bestuurdersvereniging voldoende is vir die herstel, instandhouding, beheer, bestuur en administrasie van die behuisingsonwikkelingsskema, akkommodasie, grond, gemeenskaplike eiendom en die gebou of geboue met betrekking daartoe, insluitend 'n rede-herstelwerk, vir die betaling van tarwe en belasting, vir die verskaffing van elektriese krag, gas, water, brandstof en sanitêre- en ander dienste aan die gebou en grond en enige verskeringspremie's en charge of any obligation of the management association;

(b) om van die lede te vereis om, wanneer nodig, te betaal die heffing te betaal;

(c) om van tyd tot tyd die bedrag te bepaal wat vir voornoemde doeleindes ghevel moet word;

(d) om die aldus bepaalde bedrag te verkry deur van lede te vereis om die heffing ingevolge regulasie 14 te betaal;

(e) om 'n lopende en 'n spaarrekening by 'n bank-instelling of 'n bouvereniging te open en te bedryf;

(f) om werknemers na goeddunke aan te stel;

(g) om toerende goed vir doeleindes van die bedryf van die behuisingsonwikkelingsskema te koop, te huur of andersins te verkry;

(h) om die fasiliteite en dienste uit te lei;

(i) om geld te leen wat dit nodig het in die uitvoering van sy pligte of die uitloefening van sy bevoegdhede;

(j) om die terugbetaling van geld wat deur hom op enige wyse deur die reg toegelaat, geleen is te versker, insluitende deur die sessie van enige onbetaalde heffings heers opstelbaar en betaalbaar of nie, of by wyse van borgstelling, of deur die beswaring van enige eiendom wat in die bestuurdersvereniging gestel is;

(k) om geld van die in paragraaf (a) bedoelde fonds te lei;

(l) om 'n ooreenkoms met die plaaslike owerheid of enige persoon of liggaam aan te gaan vir die verskaffing van elektriese krag, gas, water, brandstof en sanitêre- en ander dienste, aan enige gebou en aan die grond;

(m) om 'n ooreenkoms met enige lid aan te gaan vir die verskaffing van geriewe of dienste deur hom aan die akkommodasie met betrekking tot sodanige behuisingsoelangel of aan die lid of okkuperder daarvan;

(n) om alle dinge te doen wat redelikerwys nodig is vir die toepassing van die reëls na ver wys in paragraaf (o) en die beheer, bestuur en administrasie van die gemeenskaplike eiendom;

(o) om reëls te maak vir die gedrag van lede, welke reëls nie in stryd mag wees met die Wet of 'n regulasie nie, redeliek moel wees en gelyktydig op alle

aan alle lede, die ontvankbaar en die bestuurders versiek word:

- (ii) die volgende aangeleenthede moet op 'n algemene jaarvergadering hanteer word -
- (aa) die goedkeuring met of sonder wysiging van die begroting na versys in regulasie 12 (1) (1);
- (ab) die verkiesing van die komitee na versys in subregulasie 11 (1) (p);
- (ac) enige spesiale aangeleentheid waarvan die nodige kennis gegee is; en
- (ad) die bepaling van die *dominium cuncti et excusanti* van die bestuurvereniging.

(b) Geen aangeleentheid mag by 'n algemene vergadering hanteer word nie tensy 'n kworum van lede of persoonlik of by wys van volmagt teenwoordig is ten opsigte van die vergadering en 'n kworum van lede of persoonlik is in die plaaslike owerheid in die stigtig van die bestuurvereniging, by welke vergadering hy 'n sertifikaat van die plaaslike owerheid in die plaaslike owerheid is, dat alle heffings en belasting betaalbaar ten opsigte van die grond, op datum van die stigtig van die bestuurvereniging betaal is aan die lede moet verskaft.

11. Dit sal geg word dat die regte en verpligtinge van die ontvankbaar wat voortspruit uit die bestuursooreenkomst, vanaf datum van die stigtig van die bestuurvereniging aan die betrokke vereniging oordra is.

12. (1) Die bestuurvereniging stel vir elke belangjagjaar van die bestuurvereniging 'n gedetailleerde begroting op van verwagte inkomste en uitgawe van die bestuurvereniging, of laat vir elke belangjagjaar van die bestuurvereniging 'n gedetailleerde begroting op van verwagte inkomste en uitgawe van die bestuurvereniging, so 'n begroting opstel, in verband met die behoorlike beheer en bedryf van die ontwikkeling van 'n redelike voorleening van 'n redelike onderhoud en herstelwerk, en laat sodanige heffing by die bestuurvereniging se algemene jaarvergadering goedkeur.

(2) Die begroting vir elke belangjagjaar word aan alle lede van behuisingbelange beskikbaar gestel ten minste 14 (veertien) dae voor die datum van die bestuurvereniging se algemene jaarvergadering.

13. Die rentekoers vir doeleindes van artikel 8 (1) (a) (i) van die Wet is die rentekoers wat van tyd tot tyd ingevolge die Wet op Voorreskewe Rentekoers, 1975 (Wet No. 55 van 1975), voorgeskryf word.

14. (a) Behoudens die bepalinge van paragrafe (b) en (c), word die verpligting van 'n lid om die heffing te betaal vir doeleindes van regulasie 9 (1) (a), bepaal as 'n persentasie, uitgedruk tot 4 desimale punte, en bereken deur die vloerarea van die akkommodasie, korrek tot die naaste vierkanle meter, deur die vloerarea, kor-

of such business shall be given in that notice to all members, the developer and the managing agent;

(iii) the following business shall be transacted at an annual general meeting -

- (aa) the approval with or without amendment of the budget referred to in regulation 12 (1);
- (ab) the election of the committee referred to in subregulation (1) (p);
- (ac) any special business of which due notice has been given; and
- (ad) the determination of the *dominium cuncti et excusanti* of the management association.

(b) No business shall be transacted at a general meeting unless a quorum of members is present in person or by proxy at the time the meeting proceeds to transact business, and a quorum shall be at least one member and one representative of the developer, or two members.

(c) The chairman of the committee envisaged in subregulation (1) (p) shall preside at every general meeting of the management association.

10. A developer shall convene a meeting of the members of the management association, not later than (60) (sixty) days after the establishment of the management association, at which meeting he shall furnish the members with a certificate from the local authority within whose jurisdiction the land is situated, to the effect that all rates and taxes due in respect of the land up to the date of the establishment of the management association have been paid.

11. As from the date of establishment of the management association the rights and obligations of the developer arising from the management agreement shall be deemed to have been assigned to the management association.

12. (1) The management association shall prepare, for each fiscal year of the management association, a detailed budget of expected income and expenditure of the management association, in connection with the proper control and operation of the relevant housing development scheme, for the following year, including a reasonable provision for future maintenance and repairs, and shall have such budget approved at the management association's annual general meeting.

(2) The budget for each fiscal year shall be made available to all members of housing interests at least 14 (fourteen) days prior to the date of the management association's annual general meeting.

13. The rate of interest for the purposes of section 8 (1) (a) (i) of the Act, shall be the rate of interest prescribed from time to time in terms of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975).

14. (a) Subject to paragraphs (b) and (c), the liability of a member to pay the levy for the purposes of regulation 9 (1) (a), shall be a percentage, expressed to 4 decimal places, and arrived at by dividing the floor area, correct to the nearest square metre, of the accommodation, by the floor area, correct to the nearest

square metre, of all the accommodation in the housing development scheme.

(b) A developer shall be entitled to make rules in terms of which the liability of a member to pay the levy, as envisaged in paragraph (a), is changed: Provided that—

(i) such change shall be a percentage expressed to 4 decimal places;

(ii) such change is made by the developer before alienating any housing interest in the housing development scheme for the first time;

(iii) the developer shall disclose the change in the contract; and

(iv) where the developer shall disclose the change in the contract; and

(c) The developer shall on the basis set out in paragraphs (a) or (b), as the case may be, pay levies from the date of establishment of the management association on all housing interests which are owned by the developer and have not yet been alienated by him.

15. Where a housing development scheme is operated pursuant to or in connection with membership of or participation in any club, association, organisation or other voluntary association, then in such case the constitution or contract or other agreement governing or regulating such club, association, organisation or other voluntary association, shall be drafted in terms of these regulations, as if such club, association, organisation or other voluntary association were the management association.

16. Any person who contravenes any provision of these regulations is liable on conviction to a fine not exceeding R6 000 or to imprisonment for a period not exceeding three years.

17. This notice shall come into operation on 1 July 1989.

rek tot die naaste vierkanter meet, van al die akkonomie dase in die behuisingsonwikkelskema, te deel.

(b) 'n Ontwikkelaar is by magte om reëls neer te lê ingevolge waarvan die verpligting van 'n lid om die heffing te betaal soos beoog in paragraaf (a), verander word: Met dien verstande dat—

(i) sodanige verandering as 'n persentasie tot 4 desimale plekke uitgedruk moet word;

(ii) sodanige verandering deur die ontwikkelaar gemaak moet word voordat enige behuisingbelang in die behuisingsonwikkelskema vir die eerste maal verveem word;

(iii) die ontwikkelaar die verandering in die kontrak openbaar moet maak; en

(iv) in die geval waar van die ontwikkelaar versuim om sodanige openbaarmaking te doen, heffings vir doeleindes van regulasie 9 (1) (a) ingevolge paragraaf (a) betaal moet word.

(c) Die ontwikkelaar moet op die basis soos uiteengesê in paragrafe (a) of (b), na gelang van geval, heffings vanaf datum van die oprigting van die bestuurvereniging betaal op die behuisingbelange wat deur die ontwikkelaar besit word en wat nog nie deur hom verveem is nie.

15. Waar 'n behuisingsonwikkelskema bedryf word uit hoofde van of in verband met lidmaatskap van of deelneming aan enige klub, vereniging, organisasie of ander vrijwillige vereniging, moet in sodanige geval, die grondwet of kontrak of ander ooreenkoms wat die betrokke klub, vereniging, organisasie of ander vrijwillige vereniging beheer of reguleer, ingevolge hierdie regulasie opgestel word asof die betrokke klub, vereniging, organisasie of ander vrijwillige vereniging die bestuurvereniging is.

16. Enige persoon wat enige bepaling van hierdie regulasies oortree, is strafbaar by skuldigebevinding met 'n boete van hoogstens R6 000 of met gevangenisstraf vir 'n tydperk van hoogstens drie jaar.

17. Hierdie kennisgewing tree in werking op 1 Julie 1989.