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A free newsletter to the sectional title industry by Tertius Maree Associates

The Levies Issue

I have often said that *levies are the life blood of sectional title schemes*. Nothing particularly astounding or original about this.

Yet, it remains worrying how stingy owners become at budget time in view of the fact that, ultimately, the values of their units are closely related to proper maintenance, which in turn requires proper budgeting and making provision for periodic and unforeseen expenses. By cutting the budget to the bone, no room is left for errors and unexpected items. In particularly, such tight budgets are based upon a wishful assumption that all owners will diligently pay their monthly levies.

An affordable and effective 'quick fix' solution to non-payment of levies has now become available to trustees for the first time in the form of the STILUS levy guarantee insurance policy. I am privileged to have been part of the development team of this product over the past year.

This issue focuses on several aspects of sectional title levies, including the launch of STILUS.

Tertius Maree

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STILUS

INSURING LIQUIDITY

Extract from the September 2010 issue of RISKSA Magazine.

Stilus was registered in July 2010 as Santam's newest underwriting management agency to utilise its specialist skills in the sectional title industry.

One of the industry's greatest concerns has been the failure of members of bodies corporate to pay their monthly levies. The present economic climate has exacerbated this problem and the time is opportune to launch an insurance product to correct these ills.

The promoters of Stilus, Charles Coetzee and attorney Tertius Maree, have been involved in the sectional title industry since its inception in South Africa. The novelty of their approach to resolve the illiquidity issue lies in the visionary new generation Stilus insurance policy. Stilus has already been heartily welcomed by insurance brokers, managing agents and bodies corporate trustees who have been briefed on the policy.

Stilus is to be marketed to bodies corporate through Santam's network of insurance brokers, who in turn will co-operate with the managing agents responsible for administration of sectional title schemes. With body corporate liquidity assured, the schemes can be well maintained to optimise unit values. In simple terms, all investors who own units in sectional title schemes can now ensure that the value of their assets is optimised by insuring with Stilus. Bodies corporate are now able to insure their levy income for a modest premium. Members who fail to pay their levies will become defaulters in terms of the Stilus policy, the costs of recovery to be borne solely by them.

Bodies corporate can claim once a member's levy is more than a month in arrear and Stilus will settle claims within seven to ten days. The task of collecting the claims will be delegated by Stilus to a panel of attorneys appointed by Tertius Maree. The bodies corporate and their managing agents will thus be relieved from this onerous responsibility – a winning scenario for all parties concerned.

Coetzee said, 'Teaming up with Santam and gaining its stamp of approval for Stilus has been one of the highlights of my business career. It has been a challenge to meet all Santam's stringent requirements, but the endeavour has been worthwhile. Thousands of sectional title owners will be able to benefit from well-funded bodies corporate, which now will be able to fulfil their mandatory duties.'

Coetzee said a close relationship was also being developed with managing agents who would play a prominent role in promoting Stilus, particularly those who are members of the National Association of Managing Agents.

Quinten Matthew, head of Santam Specialist Business, said, 'I am enthusiastic about the synergy Santam will provide Stilus in its novel approach to solving the ongoing problem of liquidity in the sectional title industry. Santam has the majority interest in Stilus with Coetzee and his colleagues holding the remaining shares. The underwriting manager model plays an increasingly important role in Santam's business activities as we focus on niche markets. I am delighted to welcome Stilus and its experienced entrepreneurial team to the Santam stable.'

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HOE WORD HEFFINGS TOEGEDEEL?

Extract from the series *DeeltitelForum*, published weekly in Die Burger.

Ek het onlangs verskeie provinsies besoek en met rolspelers in die deeltitelbedryf gesprekke gevoer. Die geleentheid was die bekendstelling van ‘n nuwe versekeringsproduk vir deeltitel heffings waarby ek betrokke is as lid van die ontwikkelingspan.

Dit was interessant om waar te neem hoe praktyke in die verskillende provinsies verskil wat deeltitelbestuur betref. In die proses het ek weereens geleer dat geen enkeling, insluitende ekself, kan voorhou dat hy of sy alle kennis in pag het nie.

Dit was egter ook opmerklik dat die hantering van sekere probleme wat al meermale in DeeltitelForum bepreek was, nie altyd na ander gebiede deurgedring het waar die rubriek nie gepubliseer word nie. So word ek na my aanbieding genader deur ‘n bestuursagent om my opinie in te win betreffende die toedeling van heffings. Die betrokke skema bestaan uit 20 dele van verskillende groottes. Die gemeenskaplike eiendom bestaan hoofsaaklik uit grasperke en tuine.

Die trustees het onlangs twee dienskontrakte gesluit – een vir tuindienste en die ander vir beveiliging. Aangesien alle eienaars dieselfde voordele uit dié dienste sou geniet, so word geredeneer, was daar besluit om die koste van die dienste op gelyke basis op elke eenheid toe te deel. Tydens die algemene jaarvergadering word ‘n begroting dus goedgekeur met uitsluiting van die koste van die dienste. Die trustees deel dan die begrotingsbedrag aan eienaars van eenhede toe volgens deelnemingskwotas en, nadat die individuele heffings so vasgestel is, word die koste van die dienste op gelyke basis aan die eienaars toegedeel en by hul heffings gevoeg.

Reg of verkeerd?

Soos gereelde lesers van DeeltitelForum sal weet, is dit natuurlik verkeerd, en naamlik vir twee redes. Die eerste is die wetlike rede. Artikel 32(3), gelees met artikel 37(1)(a) van die Deeltitelwet bepaal naamlik dat die verhouding waarvolgens alle kostes van die regspersoon, insluitende die koste van dienste, aan eienaars van dele toegedeel moet word volgens deelnemingskwotas.

Soos lesers ook sal weet, is deelnemingskwotas nie ‘n willekeurige begrip nie, maar iets wat matematies vasgestel word deur die landmeter verantwoordelik vir opstel van die deelplanne en gebaseer word op die vloeroppervlak van elke deel soos op die deelplanne vermeld.

Daar kan dus nie na willekeur aan hierdie formule getorring word nie.

Nadat ek dit aan hom verduidelik het, het die persoon wie die navraag gerig het genoem dat die trustees darem nie só dom was nie, en dat hulle inderdaad die kwessie tydens die algemene jaarvergadering geopper het en die lede versoek het om daaroor te stem. Hulle het die trustees se voorstel toe eenparig aanvaar.

Is dit goed genoeg?

Eerstens moet trustees versigtig wees om eenstemmigheid te verwar met ‘n eenparige besluit. Vir laasgenoemde moet behoorlik 30 dae kennis geskied en ‘n spesiale kworum van 80% moet teenwoordig wees.

Maar selfs ‘n eenparige besluit, behoorlik geneem, sou nie voldoende wees om af te wyk van deelnemingskwotas as grondslag vir toedeling van heffings nie. Die wetgewer het wel voorsien dat ‘n behoefte mag ontstaan om ‘n ander formule in plek te stel vir toedeling. Om dít te kan doen, is dit egter nodig om die bestuursreëls te wysig met invoeging van ‘n spesiale reël wat die formule vir sodanige alternatiewe toedeling uiteensit. Die betrokke bepaling word in artikel 32(4) vervat. Dit is, interessant genoeg, ook die enigste geval waar toegelaat word dat die bestuursreëls gewysig word met ‘n blote spesiale besluit pleks van ‘n eenparige besluit. Die rede hiervoor is eenvoudig, naamlik dat weens die feit dat sommige eienaars altyd deur sodanige wysiging benadeel sal word terwyl andere bevoordeel word, eenparigheid nooit bereik sal kan word nie. Die bepaling bevat egter wel ‘n meganisme om minderheidsbelange te beskerm.

Indien die eienaars dus van mening is dat, wat betref die kostes van die twee dienste, ‘n toedeling anders as volgens deelnemingskwotas gevolg moet word, sal dit nodig wees om eers ‘n spesiale bestuursreël in plek te stel wat daarvoor voorsiening maak.

Maar is dit wenslik, billik en korrek dat in die geval onder bespreking die wyse van toedeling verander word sodat die eienaar van elke deel ‘n gelyke bedrag betaal? Indien die eienaars so dink, is hulle moontlik kortsigtig. Hul gevoel hieromtrent is dat elke eienaar tog gelyke voordeel put uit die twee dienste. Maar kom ons besigtig eerstens die beveiligingsdiens van nader.

Ons weet dat die vloeroppervlaktes van die dele verskil. Waarskynlik verskil die huidige markwaardes dus ook. Eienaars met duurder eenhede het ‘n groter belegging in die skema en dus ‘n groter belang wat beskerm moet word. Gevolglik is dit sinvol dat hulle ‘n groter bydrae maak tot die koste van beveiliging.

Alhoewel minder voor die hand liggend, geld presies dieselfde argument ook ten opsigte van die tuindiens. Die veronderstelling dat ‘n groter vloeroppervlak gepaard gaan met verhoogde waarde, hoër heffings en verhoogde stemreg, is inderdaad onderliggend tot die toedeling van al die gemeenskaplike koste van ‘n deeltitel regspersoon.

Indien ‘n besondere skema ‘n buitengewone aard het sodat deelnemingskwotas as maatstaf onbillik sou werk, het die ontwikkelaar wel die geleentheid om by skepping van die administratiewe infrastruktuur vir die skema van die beginsel af te wyk deur spesiale bestuursreëls in plek te stel. Ongelukkig is ek bewus van gevalle waar die ontwikkelaar nagelaat het om dit te doen en die latere eienaars gelaat het met ernstige probleme wat net met groot moeite, dispute en regskoste reggestel kon word.

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Adjusting the Levy Formula

Levies, whether normal or special, are calculated based on participation quotas of sections. The participation quota method is based on the floor area of sections measured from the median line of the outer walls. Although the participation quota method has its critics and can result in seemingly unfair results, it is generally considered to be the most satisfactory method. It is also the one sanctioned by law.

In certain instances the need may arise to depart from the participation quota method. An example is when an owner’s yard area is included as part of his or her section. Other owners may not have yards or the yards are not of a similar size. It would seem unfair to contribute on this yard area based on the participation quota

method because, for example, the maintenance of such area would be much less than a section used for residential purposes or even a garage. (In most schemes such yards would be exclusive use areas).

Fortunately the legislature has left open a back door in the form of section 32(4) of the Sectional Titles Act 95 of 1986. According to this provision the method of calculating levies may be altered by adopting a special management rule by way of a special resolution. This is the only exception to the rule that management rules may only be changed by means of a unanimous resolution.

However, the proviso to section 32(4) states that the written consent must be obtained from any owner '*adversely affected*' by the altered formula. On face value this seems to negate the relaxation granted by the legislature, because, to depart from the participation quota method would necessarily imply that one or more owners' levies would increase. They could then argue that paying more would mean that they are being 'adversely affected'.

My view has always been that the provision should not be interpreted in this narrow manner. The question to be asked should rather be whether an owner is unreasonably or unfairly disadvantaged by the proposed amendment. Therefore, if the proposal is logical, reasonable and fair it cannot be vetoed by owners simply due to the fact that their levies would increase.

This approach was vindicated by the decision in the Natal High Court in *Algar v Body Corporate of Thistledown.* The Judge expressed the view that 'in deciding whether a person has been adversely affected within the meaning of s 32(4), all the facts and circumstances must be taken into account and not only the fact that a particular member has had an increase in his or her levy.

It is important that owners or trustees do not attempt the drafting and adoption of a special management rule without the help of a professional.

Tertius Maree, BA, LLB, LLM.

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INITIATING THE LEVY RECOVERY PROCESS

At Tertius Maree Associates we have been specialising in the collection of arrear levies for many years. More than anything else, problems arise due to the lack of information submitted at the start of the recovery process. It is of the utmost importance that your attorney is supplied with all the facts and details of a particular matter. What follows is a brief discussion of the minimum requirements.

(1) UP TO DATE STATEMENT

This is the most obvious piece of information. The first thing a debtor queries when receiving a letter of demand is proof of how the outstanding amount has been calculated. The statement should reflect the arrears from nil balance, that is if the debtor fell in arrears a year ago a statement is required with all 12 months' individual entries.

(2) CONTACT DETAILS

The domicilium address (usually the unit address) is very important for obvious reasons. You cannot proceed with legal action if you have the incorrect domicilium address. The postal address is also required because the owner often does not live at the unit address. Letters of demand should therefore be sent to the domicilium and postal addresses. If you have a residential address, submit that as well.

After the letter of demand has been sent, the attorney will usually attempt to make direct contact with the debtor. This can be done via telephone or e-mail. A large number of disputes are resolved after contact is established which is beneficial for both parties concerned. From the perspective of the body corporate the funds are available much quicker and from the perspective of the debtor, legal costs incurred will be minimised.

(3) RULES

A copy of the management rules are required. These rules establish how levies are determined, how interest is raised and for which costs the debtor may be held liable. Most sectional title schemes are governed by the standard rules, but there are schemes with special rules.

(4) THE LATEST APPROVED BUDGET AND MINUTES OF THE ANNUAL GENERAL MEETING

Initially this will give your attorney an idea whether the correct procedures were followed in determining the levies. As mentioned in (1) above, the first thing a debtor usually queries after contact is established, is how the outstanding amount was determined. The budget will show him or her "what he or she is paying for". In defended matters these documents are always required as evidence.

(5) TRUSTEES' RESOLUTION DETERMINING INDIVIDUAL LEVIES

Section 37(2) of the Act read with standard management rule 31(3) requires the trustees to meet within 14 days after the annual general meeting, to determine the individual levies due by owners and to notify them accordingly. This is usually done by way of approval of a levy schedule reflecting all the owners (unit numbers) and individual monthly levies.

This requirement is important because it is often overlooked by trustees giving an opposing attorney grounds to dispute the claim.

(6) TRUSTEES' RESOLUTION CONFIRMING THE RATE OF INTEREST

Standard management rule 31(6) makes provision for the trustees to determine a rate of interest. A trustees' resolution is therefore required either in the form of an extract from the minutes of a trustees' meeting, or by means of a written resolution signed by all trustees. Interest should not be determined at general meetings. If this does happen, the trustees still need to meet and confirm, by means of a trustees' resolution the interest rate "determined" by the members. The rate of interest is not subject to the provisions of the National Credit Act.

The abovementioned documents are essential for any attorney collecting arrear levies. Although the preparation of all that is needed may appear cumbersome, it should not deter the trustees. If you do not have all the information, hand over what you have. Your attorney should be able to assist you in getting everything in order.

Jacques Maree B Comm,LLB.

Trustees need to be wide awake at the time of unit sales

When a sectional title unit is sold and transfer of ownership is about to take place, trustees and managers need to be wide awake to ensure that the financial interests of the body corporate are secured.

At the time of registration of transfer the body corporate has a very secure, but once-off opportunity to ensure that all monies due to the body corporate in respect of the unit in question are fully paid. At this point in time the legal position regarding amounts due to the body corporate is stronger than even that of a bondholder. However, this remarkable advantage will only materialise if all necessary things are done meticulously to ensure payment.

The key provision of the Sectional Titles Act is section 15B(3) in terms of which no transfer may be registered at a Deeds Registry unless the Registrar is furnished with a certificate by the conveyancing attorney to the effect that all monies due to the body corporate have either been paid or that provision has been made for payment thereof to the satisfaction of the trustees.

Such certificate is issued by the conveyancer on the strength of another certificate which is issued by the trustees or managing agent. The normal procedure is that the conveyancer dealing with the registration of transfer forwards a request to the managing agent or the trustees, who will, in turn, inform the conveyancer of the amount due up to a specified date. Such amount must then be paid, or more commonly, an undertaking is issued by the conveyancer to pay the amount immediately after registration of transfer, when the proceeds of the transaction become available. Such undertaking is sufficient because the conveyancer would become personally liable if the money is not paid.

Should the trustees have issued an incorrect certificate, the possibilities for recovery of any balance subsequent to transfer become slim.

Who is responsible for levies accidentally not provided for in the levy clearance certificate at the time of transfer? Certainly not the new owner. The previous owner (seller) will remain liable but the hold the trustees will have on him will be a slippery one. He may in the first place be difficult to find and, if found, he is likely to be very reluctant to pay this unexpected amount which arose because of a mistake by the trustees or managing agent.

At this point it must also be considered that the new owner does not even become responsible for any levy payments until new levies are determined after the next annual general meeting. This is because section 37(2) explicitly states that only persons who are owners at the time of the trustees' resolution

whereby levies are fixed, are liable for payment of levies. To ensure that levies are recoverable from a new owner during the interim period, it is accordingly necessary that a tripartite agreement be concluded between the seller, purchaser and the body corporate prior to registration of transfer and, importantly, prior to the issue of any levy clearance certificate.

In terms of the latest proposed amendments to the Act, this omission will be rectified, when the amendments are promulgated, reportedly before the end of 2010.

Consider the following actual events:

At the request of a conveyancer a levy certificate is issued by a managing agent, indicating that R x is due in respect of the unit about to be transferred. The conveyancer undertakes to pay R x upon registration of transfer. Subsequently the trustees call a trustees' meeting on a Saturday morning, which the managing agent is unable to attend.

At the meeting certain quotes are considered to repaint the building. A Quote for R 450 000 is accepted and the trustees determine a special levy for this amount, payable by all owners according to their participation quotas. Keep in mind that this happened before the date of transfer of the unit in question. In terms of section 37(2) the seller has accordingly become liable for this special levy at the time of the trustees' resolution taken on Saturday.

The transfer was then registered on the Monday morning. Obviously the levy clearance certificate made no provision for the additional special levy and the conveyancer had given no undertaking in this regard. Upon transfer only the original amount is paid to the body corporate. The special levy remains unpaid and the question arises which party is liable for payment. Again, not the purchaser because at the time of determination of the levy he was not yet a registered owner. Technically the seller remains liable, but one could well imagine his resistance to payment of this last, unplanned-for amount, from which he will obtain no benefit whatsoever. His disposition would be further aggravated because, if he had been informed of the special levy prior to transfer, he would have been in a position to negotiate payment arrangements with the purchaser.

Because the seller is now no longer a registered owner in the scheme, the trustees' hold on him to extract payment is considerably weakened.

A number of permutations of the above scenario are possible and the problem is seldom effectively addressed in deeds of sale. A well-worded tripartite agreement could have alleviated the problem, but soon tri-partite agreements will in any event be a thing of the past.

The above events illustrate a further point which is often neglected, namely that when decisions about levies are made, due consideration must always be given to the effects of any pending transfers. Trustees are supposed to be aware of such pending transfers, having received requests for levy clearance certificates. The problem is obviously that levy clearance certificates are normally issued by managing agents whereas special levies are determined by the trustees. Communication between trustees and the managing agent on these matters are clearly of crucial importance. Had the trustees given consideration to the impending transfer in the instance related above, they

would, for example, have been able to postpone their resolution for one week, which would have solved the liability problem.

The example also highlights a basic error in the thinking of owners and trustees, namely that periodic maintenance must be funded by means of special levies. What the Act actually requires is that a fund be built up from ordinary levies to make provision for future repairs and maintenance, as and when it becomes necessary.

Tertius Maree, BA, LLB, LLM.

Q & A

QUESTION: May the full balance of the year's levies be claimed if an owner defaults on a particular monthly payment?

ANSWER: Yes and No. It would be good to be able to claim the full year's balance from a defaulter in order to avoid having to deal with the problem anew each time the owner defaults again. But this route is closed unless the groundwork was laid at the time when the levies were determined.

Standard Management Rule 31(3) compels the trustees to make the levies payable in instalments. Although it does not prescribe whether such instalments should be weekly, monthly, quarterly, or whatever, the normal practice is that levies are payable monthly.

Nothing prevents the trustees, when determining the levies, to make the payment arrangement conditional upon adherence and, (as part of their annual resolution fixing the levies), to include a clause that upon an owner's failure to pay any one instalment on due date, the full balance for the financial year becomes due and payable immediately. This acceleration condition would avoid trustees having to go through the same motions over and over in respect of serial defaulters.

When notifying owners of their levies in terms of SMR 31(3), the notice must also mention the acceleration condition.

(*The credit for this useful idea goes to Barbara Shingler*).

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LEVIES DUE AFTER THE FINANCIAL YEAR-END

Most bodies corporate hold their annual general meetings within three or four months of their financial year-end. The main reason for the time lapse is the time required to prepare the annual financial statements, the budget for the ensuing financial year and the other prescribed documentation in respect of the annual general meeting.

During the period after the financial year-end and until levies are approved for the ensuing financial year, Standard Management Rule 31(4A) stipulates that owners are obliged to continue paying levies to the body corporate in the same

amounts and instalments as were due and payable by them during the expired financial year. In this interim period, owners should therefore continue to pay their ordinary levies in respect of their sections and the additional levies in respect of their exclusive use areas.

The trustees may also increase the levies by a maximum of 10 percent, should they consider it necessary due to projected increased liabilities of the body corporate. In order to so increase the levies, the trustees have to determine the increase in the levies by a trustees' resolution. The trustees are then obliged to notify all owners in writing of the increased levies which are due and payable by them.

Ilse Kotze B Comm LLB.

'OTHER' TYPES OF INSURANCE

Are trustees authorised to decide?

Do trustees have a discretion to procure insurance against risks other than those prescribed in the rules?

You may well ask how this question fits into a discussion of levy issues.

Be patient.

What a body corporate may or may not do must be ascertained from sections 37 and 38 of the Act, as well as the rules. S 37 is headed FUNCTIONS OF BODIES CORPORATE. At first glance this may seem to be an empowering provision, which it is not. It instructs bodies corporate to perform certain functions. It is therefore a mandatory provision which specifies the minimum which must be done. It does not mean that there may not be certain further functions which it may perform in the course of its administration (and in fact there are several). To ascertain which other actions are authorised, S 38 needs to be looked at.

S 38 is headed POWERS OF BODIES CORPORATE and should be seen as an authorising or empowering provision. It list actions which the legislature has foreseen as powers which bodies corporate may require, but in acknowledgement that it is virtually impossible to predict all reasonable needs in this regard, it includes a 'blanket' provision, stating that such powers shall include the power -

(j) to do all things reasonably necessary for the enforcement of the rules and for the control, management and administration of the common property.

In terms of S 37 the principal thing which the body corporate must do is to perform duties relating to the control, management and administration of the common property, the first of which being the duty to determine and collect the necessary levies from members. Subsections (f) and (g) deal with insurance. According to (f) the trustees must see that sufficient insurance is in place for the buildings in respect of such risks as are prescribed in the rules. Subsection (g) instructs bodies corporate -

(g) to insure against such other risks as the owners may by special resolution determine.

Superficially seen, this seems to mean that a special resolution is required in order to authorise the trustees to procure any type of insurance other than as prescribed in the rules. In my view this is not a correct perception.

This misperception is seemingly reinforced by the provisions of Standard Management Rule 29, which prescribes the risks against which the trustees must insure, and states as follows in sub-rule (4):

(4) The owners may by special resolution direct the trustees to insure against such other risks as the owners may determine.

Upon closer scrutiny one is obliged to conclude that SMR 29 is also a mandatory provision as opposed to an authorising one. One key to this is the word of the word *direct*.

S 39(1) of the Act (which actually says a lot of things in relatively few words) makes provision for the issue of directives and restrictions to trustees by members. Normally such a directive or restriction is issued by means of an ordinary members' resolution. All that SMR 29(4) is stating is that, if members propose to issue a directive to the trustees to insure against a risk which is not prescribed in the rules, a special resolution is required. In my view it does not mean that trustees are not themselves authorised to resolve to procure insurance against other risks, keeping in mind that S 39(1) authorises trustees to perform all functions according to their own discretion, unless restricted to do so by the Act, rules, or a directive or restriction imposed by the members.

A further compelling argument for the view that trustees are not limited by S 37 or by SMR 29 regarding other types of insurance, is the fact that in practise such other insurances are, and must be, procured by trustees, without reference to members, on a regular basis. Examples of these are motor insurance, workmens' compensation, all risks in respect of the contents of an office, cash, etc.

How can it possibly be argued that, whilst the trustees are authorised, by a mere trustees' resolution, to purchase a motor vehicle for the benefit of the members, but that they require a special resolution to insure same?

The conclusion is therefore that unless explicitly limited or qualified by the Act, rules or a restriction issued by the members, the trustees are authorised, on the basis of S 38(j), to procure such other insurance policies as may be reasonably necessary for the purposes of their administration.

The legislature has seen the determination and collection of levies as a primary administrative function of bodies corporate, and there can be no argument against that. Accordingly, and in view of the above interpretations of SS 37, 38, and 39 and SMR 29, trustees have the authority to resolve to procure an insurance policy to guarantee levy payments, such as the STILUS policy, without first obtaining a special resolution from the members.

Tertius Maree, BA, LLB, LLM.

FINALLY, after all that heavy stuff we'd like to tell you about a few signs spotted recently:

In a podiatrist's surgery: Time wounds all heels

On a plumber's truck:	We repair what your husband fixed
On another plumber's truck:	Don't sleep with a drip - call your plumber
On an electrician's truck:	Let us remove your shorts
On an optometrist's door:	If you don't see what you are looking for, you've come to the right place
At a funeral parlour:	Drive carefully - we'll wait
In a vet's waiting room:	Be back in 5 minutes. Sit! Stay!

Tertius Maree Associates is a firm of attorneys based at Stellenbosch, specialising in the legal aspects related to the management and administration of sectional title schemes, home owners' associations, retirement and share block schemes, and similar structures.

The firm advises trustees, owners, managing agents, developers and attorneys, drafts amendments, develops rules and constitutions, and has been doing so since 1994. It also specialises in the recovery of arrear levies.

Tertius is the author of three books and approximately 800 articles on sectional title matters. He is a proud honorary member of NAMA and member of the development team of the STILUS insurance product for bodies corporate. He obtained a master's degree in law (*cum laude*) focusing on sectional title law, at the University of Stellenbosch in 1999 and has served as lecturer in sectional title law at that institution.

Tertius is ably assisted by two attorneys, Jacques Maree and Ilse Kotze, and a dedicated staff of long standing.

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