

MAINTENANCE PROTOCOL

Maintenance is a high priority at Evergreen with villages being kept in pristine condition through routine maintenance and by application of this Maintenance Protocol.

1. MAINTENANCE CATEGORIES

1.1. Exterior Unit Maintenance

This entails keeping the exterior of all Units (i.e. the structure and not wear and tear items and moving parts) aesthetically pleasing and in good working order. In terms of the Life Right Agreement (“LRA”) this is the responsibility of the Owner and the Operator (as the Owner’s appointed agent), whose maintenance obligations are partly funded by the levies paid in terms of each resident’s Life Right Agreement.

1.2. Interior Unit Maintenance

1.2.1. In terms of the LRA the responsibility and cost of maintaining the interior of the Unit as well as wear and tear items and moving parts, is that of the Life Right Holder. The interior of the Units are to be maintained in an aesthetically pleasing condition and in good working order. This includes ceilings, all wall and floor coverings, all doors, garage doors (including motors), gates and windows, all cooking, heating and solar heating, geyser (after expiration of the warranty period), cooling, lighting, plumbing, air-conditioning installations (and any moving part of any such doors, garage doors, motors, gates, windows and installations, including but not limited to handles, hinges, doorbells, outside lights, sliding door wheels and where applicable irrigation systems) and any other fixtures, fittings and furnishings in and around the Unit.

1.2.2. To assist Life Right Holders in their maintenance obligations, the following shall apply in respect of general and specialist maintenance:

1.2.2.1. General maintenance – the Life Right Holder has an election to:

1.2.2.1.1. request the Operator to attend to such maintenance, in which event the Life Right Holder will be charged for labour only. The Life Right Holder must supply materials. Should the Operator, in its discretion, agree to also supply materials, the cost thereof shall be charged to the Life Right Holder;

OR

1.2.2.1.2. make use of a contractor of his/her choice, in which event the Life Right Holder shall be liable for all costs (including materials and labour) payable to such contractor.

1.2.2.2. Specialist maintenance (such as electrical and plumbing) – this is for the Life Right Holder’s account, shall be managed by the Operator and is to be outsourced to a duly qualified and registered/licenced contractor, being:

1.2.2.2.1. a contractor approved by the Operator (list available from the Village Manager’s office);

OR

1.2.2.2.2. a contractor of the Life Right Holder’s choice.

1.3. Common Area Maintenance

The Operator will ensure that all common areas forming part of the Village are safe and remain aesthetically pleasing and in good working order.

1.4. Minor Variations

- 1.4.1. This is not maintenance and involves minor changes (e.g. fitting a towel rail or a grab handle).
- 1.4.2. Minor variations to Units are for the Life Right Holder's account.
- 1.4.3. To assist the Life Right Holder with minor variations, the Operator will arrange, at the Life Right Holder's cost, for an Evergreen staff member to attend to minor variations and the Life Right Holder will be charged for labour only. The Life Right Holder must supply materials. Should the Operator, in its discretion, agree to also supply materials, the cost thereof shall be charged to the Life Right Holder.

1.5. Major Variations

- 1.5.1. This is not maintenance and may involve structural, plumbing and electrical changes (e.g. enclosing a patio).
- 1.5.2. Major variations to Units are requested and paid for by the Life Right Holder and requires the Owner's prior written approval.
- 1.5.3. All major variations requested by residents must be submitted to the Village Manager in writing. The Village Manager will log the request with the Owner for approval.

2. LOGGING PROCEDURE

Exterior maintenance and structural defects in respect of the Unit, as well as common area maintenance will be facilitated by the Operator. Please report matters requiring attention to the Village Manager.

3. PRISTINE EVERGREEN

All Evergreen residents and employees are encouraged to identify and report all aspects requiring maintenance or affecting health and safety conditions in the Village. the Owner and the Operator will decide what action is required and the timing of the maintenance work (if necessary). Let's all strive for pristine Evergreen villages.
