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| <b>POLICY:</b> Maintenance Protocol - Interpretation and Application | <b>COMPANY:</b> Evergreen Lifestyle |
| <b>APPROVED BY:</b> Garry Reed                                       | <b>DATE:</b> 20 July 2022           |

The entities and abbreviations referred to in the document below, are:

- LRH – Life Right Holder
- LRA – Life Right Agreement
- Owner – EPI – Evergreen Property Investments (Pty) Ltd.
- Operator – ELV – Evergreen Lifestyle Villages (Pty) Ltd.
- Property Development – EPD – Evergreen Property Developments (Pty) Ltd.
- EVG – Evergreen Retirement Holdings (Pty) Ltd.

## FREQUENTLY ASKED QUESTIONS (FAQ)

### **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. In terms of the LRA this is the responsibility of the Owner and Operator, whose maintenance obligations are partly funded by the levies.

#### **1. What part is funded by the levies?**

- All exterior non-wear and tear items are village Operator costs, funded by the levies, which is classified as maintenance.
- Long-term repainting of units will be funded by the Owner.
- All structural large cost items, will be motivated to the Owner.
- All building structures are covered by the EVG Asset All Risks insurance policy, the Operator facilitates all insurance claims.

### **Interior Unit Maintenance**

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 LRH. The interior of the units is 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.

**2. What warranties are in place and what service schedules are shared to ensure warranties are maintained?**

- All warranty documents with operational and maintenance manuals are handed over to the Operator by the Owner.
- All warranties and servicing are managed and facilitated by the Operator.
- The LRH is responsible for the cost of servicing of any equipment in a residential unit i.e., air conditioner, heat pump, mechanical door, water treatment plant etc
- The Operator is responsible for the Annual Preventative Maintenance Plan of all plant and equipment in the village., i.e., lifts, generators, boiler system, heat pumps, irrigation pumps, water storage, booster pumps, pool pumps, HVAC, air-conditioning, refrigeration, fire equipment, security systems, entrance booms and gates, IT infrastructure etc.

**3. What part of the below is LRH responsibility and how / when is it determined that due to inferior quality it is not the LRH responsibility but up to EPI to resolve?**

**a) Garage door** (partly exterior) with several installation issues reported.

**b) Windows** (partly exterior) with several leaks reported causing interior damage and damp.

**c) Doors and door locks** – catch plates and faulty locking mechanisms.

- Unless recorded and listed when LRH takes handover of the unit, these are all wear and tear item, with moving parts, therefore the LRH is responsible for the cost of all replacement parts, once warranty has expired
- The LRH is responsible to maintain the garage doors, motors, remotes, windows, window hinges, window handles, glass, doors, door handles, door hinges and sliding doors. The Operators maintenance team may assist the LRH, if they elect to use their services, or may opt to use an outside contractor. The cost of these services, will be for the LRH
- If this is deemed to be a faulty product, a motivation will be made to the supplier to replace, under the product warranty.
- Should the product warranty be expired, the situation will be evaluated and dealt with on a case-by-case basis.
- If there is damage due to the negligence by the LRH, i.e., Broken window/door glass etc., the replacement of such will be for the resident's cost.

**d) Outside lights** (fittings and globes?) will the fittings be replaced that is deemed inferior?

- This is a village common area maintenance, therefore the responsibility of the Operator.
- The LRH is responsible for the replacement of all light bulbs and lamps.
- The Operators maintenance team will assist the resident in maintaining all exterior lighting.
- If this is deemed to be a faulty product, a motivation will be made to the supplier to replace, under the product warranty.

**e) Gates** (partly exterior) latches reported to be faulty.

- This is a village common area maintenance and is the responsibility of the Operator.
- The Operators maintenance team will assist the resident in maintaining all gates and fencing.
- If this is deemed to be a faulty product, a motivation will be made to the supplier to replace, under the product warrantee.
- Latches are a wear and tear item and will be for the cost of the resident.

**f) Solar panels** (exterior) but part of heating system. Cannot be impacted on by LRH use?

- This is a wear and tear item; it is part of the water heating system and is the LRH responsibility once the product warranty expires.
- **Products included in the 1-year manufacturer's warranty:** This includes the pressure reducing valve (PRV), vacuum breakers, temperature and pressure safety valve (T&P Valve), solar panel, pump, air release valves, mixing valve, geysers controller, geysers power supply, element, thermostat.
- **Product included in the 5-year manufacturer's warranty:** The geyser tank.

**g) Geyser** – with a complicated heating system several parts can break down with no impact from the LRH use?

- As per above.
- The geyser is insured by EVG and forms part of the Asset All Risks insurance policy.
- If it is within the warranty period, the manufacturer will replace at no cost.
- If the geyser bursts after the warranty period expires, the Operator claims from the EVG Asset All Risks insurance policy and the LRH is responsible for the excess.

**h) Plumbing** – who is responsible for which part?

- The moving parts and wear and tear items and blockages, i.e., mixer taps, faucets, toilet flushing mechanisms, toilet seats and blocked waste pipes or sewer drains, are the LRH responsibility,
- The water and waste pipe reticulation are part of the structure and therefore fall under the responsibility of the Operator and covered by the EVG Asset All Risks insurance policy.
- If there is damage due to the negligence by the resident, i.e., drilling into a pipe etc., the LRH will be responsible for the cost of the repairs.

**4. Are all latent defects still covered by the Owner?**

- There is a 5-year latent defects clause in the Principal Building Contract and the contractor is responsible for latent defects, for a 5-year period.
- Once the latent defects clause expires, the situation will be evaluated and dealt with on a “case by case” basis.