

## HOUSE RULES: EVERGREEN RETIREMENT LIFESTYLE VILLAGES

*NOTE: The Operator reserves the right to amend or alter these House Rules, at its discretion, from time to time.*

### 1. INTRODUCTION

- 1.1. The Village has been developed to provide a gracious, comfortable and secure lifestyle for its Life Right Holders. These House Rules have been implemented (and where necessary amended from time to time) in order to ensure and promote such a lifestyle and to detail and clarify the Evergreen management structure applicable to all Villages, which management structure is not only complementary to and promote such a lifestyle, but also ensures consistency across all Villages as more and more Villages are added to the Evergreen portfolio.
- 1.2. These House Rules are not intended to limit the lifestyle of Life Right Holders, but rather to protect them and are therefore binding equally on all Life Right Holders. Accordingly, Life Right Holders are not only bound by these House Rules but they are also protected by it.
- 1.3. Life Right Holders are reminded that these House Rules form part of, and operate in addition to the terms of, their Life Right Agreements. For the avoidance of doubt, it is recorded that the House Rules are not intended to detract from a Life Right Holder's personal rights and/or obligations as set out in their individual Life Right Agreement. By way of example: These House Rules cannot change the agreed levy increase methodology and/or related payment terms, the termination process and/or the resultant repayment/refund formula as set out in the individual Life Right Agreements.
- 1.4. Where reference is made to a Life Right Holder in regard to use of facilities or compliance with these House Rules, it shall be interpreted to specifically include a reference to a Nominated Occupant as well as visitors and guests, but shall specifically exclude the right to attend and vote at any general meeting of the Village and to be nominated and/or elected to Rescom.

### 2. DEFINITIONS

- 2.1. In the interpretation of these guidelines, unless the context otherwise requires, the following words shall have the corresponding meanings:
  - 2.1.1. **"the Act"** means the Housing Development Schemes for Retired Persons Act 65/1988 (as amended or re-enacted from time to time) and Regulations promulgated thereunder;
  - 2.1.2. **"Business Days"** means any day that is not a Saturday, Sunday or South Africa Public Holiday;
  - 2.1.3. **"Common Property"** in relation to the Village, means that part of the Village which constitutes the common property thereof to which all Life Right Holders and Nominated Occupants have access, such as the Lifestyle Centre, communal gardens, walkways, roads and the like, owned by the Developer or the Owner, as the case may be, but expressly excluding all of the Residential Units;
  - 2.1.4. **"Developer"** means the entity as described in Annexure A;

- 2.1.5. **“Development Period”** means the period from the commencement of development of a Village to the date of transfer by the Developer to the Owner of the last part of the immovable property forming part of the Village held by the Developer;
- 2.1.6. **“Care Centre”** means the healthcare facility at the Village which may (subject to availability) be utilized by the Life Right Holder on a fee-for-service basis;
- 2.1.7. **“House Rules”** means this set of rules and guideline applicable to all Evergreen branded Villages, including Village specific rules and guidelines as detailed in Annexure A hereto;
- 2.1.8. **“Land”** means the immovable property on which the Village is established;
- 2.1.9. **“Levy”** and **“Levies”** means the monthly levy/levies including other contribution/s and/or other amounts due and payable by the Life Right Holders to the Operator (who will receive same on behalf of the Owner), in terms of the Life Right Agreement;
- 2.1.10. **“Lifestyle Centre”** means the community centre forming part of the Village to which the Life Right Holder will have access to and usage of and which community centre houses areas such as a gymnasium, dining facilities and/or the Care Centre;
- 2.1.11. **“Life Right”** means the right to exclusive use and occupation in respect of a Unit;
- 2.1.12. **“Life Right Agreement”** means the individual agreement concluded between the Owner and a Life Right Holder in respect of a Life Right in a particular Unit;
- 2.1.13. **“Life Right Holder”** means a holder of a Life Right in respect of a residential Unit situated in the Village, in terms of a Life Right Agreement concluded between such Life Right Holder and the Owner;
- 2.1.14. **“ManCom”** means the management committee of the Village, comprising the representatives as detailed in paragraph 3.2 below;
- 2.1.15. **Managing Agent** means the Operator;
- 2.1.16. **“Nominated Occupant(s)”** means a tenant or third party who resides in a Unit situated in the Village in terms of a lease or other agreement with the Life Right Holder as well as with the consent of the Owner and which person(s) shall be at least 55 (fifty five) years of age or older.
- 2.1.17. **“Operator”** means Evergreen Lifestyle Villages (Pty) Ltd (Registration number: 2006/014187/07) or such other entity appointed by the Owner from time to time;
- 2.1.18. **“Ordinary Resolution”** means a resolution passed by the Developer (during the Development Period) and Owner as well as more than 50% (fifty percent) of the Life Right Holders present at a general meeting and entitled to vote at such meeting;

- 2.1.19. “**Owner**” means the entity as described in Annexure A;
- 2.1.20. “**Rescom**” means the committee made up of the Life Right Holders’ representatives, comprising the representatives as detailed in paragraph 3.3 below;
- 2.1.21. “**Unit**” means a residential property, whether an apartment, cottage, semi-detached house or free-standing house, forming part of the Village, in respect of which Unit the Life Right Holder has acquired a Life Right;
- 2.1.22. “**Village**” means, as the context may require, each of the Evergreen retirement lifestyle villages operated by the Operator, more specifically that Village as described in Annexure A hereto;
- 2.1.23. “**Village Manager**” means the person appointed by the Operator to run and manage the Village on a day-to-day basis.

### **3. OWNERSHIP AND MANAGEMENT OF THE VILLAGE**

#### **3.1. Owner, Developer & Operator**

- 3.1.1. The Owner intends to develop the Village in such phases as the Developer and the Owner deem fit and, for the duration of the Development Period, the Developer shall enjoy unrestricted rights, in addition to the rights of the Owner, with regard to the marketing and alienation of Life Rights in respect of Units in the Village and, in particular, the right to erect signage within the Village, and to perform all activities normally associated with the development and marketing of the Village and the building operations connected with it.
- 3.1.2. The Owner and Developer, to the extent that either or both of them own the Land and improvements thereon, comprising the Village, shall have the power to, from time to time, appoint the Operator to control, manage and administer the Village and to exercise such powers and duties as may be entrusted to the Operator by the Owner, including the power to collect Levies.
- 3.1.3. The Owner and Developer, to the extent that either or both of them own the Land and improvements thereon, comprising the Village, shall through the Operator:
- 3.1.3.1. manage, control, and administer the Village;
  - 3.1.3.2. insure the buildings and improvements comprising the Village and keep same insured to its replacement value against damage or destruction;
  - 3.1.3.3. comply with any notice or order by any competent authority requiring any repairs to, or work in respect of, the Land and/or buildings comprising the Village;
  - 3.1.3.4. ensure compliance with all laws relating to the Village or to any improvements on the Land;

- 3.1.3.5. keep in a state of good and serviceable repair and properly maintain the plant, machinery, fixtures and fittings, including elevators (where applicable), used in connection with the Village;
- 3.1.3.6. subject to the rights of the local authority, maintain and repair (including replacement where reasonably necessary) pipes, wires, cables and ducts existing on the Land;
- 3.1.3.7. enter into an agreement with the local authority or any person or body for the supply to the Village and the Land of electric current, gas, water, fuel and sanitary and other services;
- 3.1.3.8. prepare a budget of the required income and anticipated expenditure for each ensuing financial year of the Village in respect of the expenses relating to the maintenance, administration, management and control of the Village;
- 3.1.3.9. cause proper books of account and records to be kept in respect of the Village so as to record and to fairly explain the transactions of the Village, including a record of all sums of money received and expended and the matters in respect of which such receipt and expenditure occurred;
- 3.1.3.10. provide the basic services as set out in the Life Right Agreements;
- 3.1.3.11. control the alienation of the residential Units and the transfer of the Common Property to ensure compliance with the Act and the Life Right Agreements;
- 3.1.3.12. maintain, as necessary, the Village and the exterior and structure (including the roof) of Units and other improvements thereon, save to the extent that maintenance of residential Units is the responsibility of Life Right Holders in terms of their Life Right Agreements;
- 3.1.3.13. control the use of the Village facilities and services, subject to the provisions of the Life Right Agreements;
- 3.1.3.14. to prepare and implement from time to time amendments to these House Rules; and
- 3.1.3.15. determine the Levies on an annual basis, including increases and/or decreases where applicable or appropriate;
- 3.1.3.16. call and arrange the annual general meeting of the Village; and
- 3.1.3.17. do all things reasonably necessary for the enforcement and maintenance of aesthetic integrity and high physical and visual standards of the Village.

**3.2. The Mancom:**

- 3.2.1. It shall be the function and duty of the ManCom to -
- 3.2.1.1. act as the liaison and consultative forum of the Developer, the Owner and the Life Right Holders (represented by the chairperson and vice-chairperson of Rescom); and
  - 3.2.1.2. agree on actions to be taken by the Operator to ensure that the respective rights and interests of the Developer, the Owner and Life Right Holders are duly protected and/or promoted.
- 3.2.2. The Mancom shall comprise of the following representatives (“Mancom Members”):
- 3.2.2.1. 2 (two) Owner representatives, nominated and appointed by the Owner;
  - 3.2.2.2. 1 (one) Developer representative, nominated and appointed by the Developer during the Development Period;
  - 3.2.2.3. 2 (two) Rescom Members, being the chairperson and vice-chairperson of the Rescom; and
  - 3.2.2.4. the Village Manager, by invitation; and
  - 3.2.2.5. on a strict invitational basis, such additional persons who are expected to be able to provide valuable input on agenda items, but who shall not have any voting powers;
- 3.2.3. The Developer representative and Owner representatives shall serve on Mancom for an indefinite period of time, subject to the right of the Developer and the Owner (as the case may be) to remove and replace such person as at any time.
- 3.2.4. An Owner representative shall preside as chairperson at all meetings of the Mancom and shall perform all duties incidental to the office of chairperson and such other duties as may be prescribed by Mancom.
- 3.2.5. If the chairperson of Mancom vacates the chair during the course of a meeting or is not present or is, for any other reason, unable to preside at any meeting the Owner shall appoint a replacement chairperson for such meeting.
- 3.2.6. If the chairperson of Mancom vacates his or her office as chairperson, or no longer continues in office for any reason, the Owner shall appoint a replacement chairperson who shall hold office as such for the remainder of the period of office of the first mentioned chairperson.
- 3.2.7. Mancom shall meet at least 4 (four) times in each year, at dates and times as determined by Mancom Members.

- 3.2.8. At least 7 (seven) days' notice shall be given of all meetings of Mancom unless all Mancom Members agree to accept shorter notice. Notwithstanding the aforesaid notice period, Mancom may by written resolution set the dates for and a standard agenda for their future meetings and delivery of a copy of such resolution to the Mancom Members shall be adequate notice of such future meetings.
- 3.2.9. The quorum for a meeting of Mancom shall be 3 (three) Mancom Members, which shall be at least the Developer representative and an Owner representative OR 2 (two) Owner representatives, at the commencement of and throughout the meeting.
- 3.2.10. Any decision of Mancom shall be by majority vote by show of hands of those Mancom Members present. Each person entitled to be present and to vote shall have one vote and the chairperson of the meeting shall, in the event of a deadlock, have a casting vote in addition to his/her deliberative vote. No voting by proxy shall be permitted.
- 3.2.11. Decisions taken at a Mancom meeting shall at all times be subject to approval by the board of directors of the Owner and the board of directors of the Operator.

### **3.3. The Rescom:**

- 3.3.1. It shall be the function and duty of the Rescom to:
  - 3.3.1.1. act as a liaison between the Life Right Holders and the Village Manager with a view of obtaining and maintaining a happy, healthy and convivial environment within the Village;
  - 3.3.1.2. welcome new Life Right Holders to the Village, assisting with their orientation, and introducing them to the various facilities and activities available;
  - 3.3.1.3. organise suitable sporting, recreational, entertainment and cultural activities for Life Right Holders and Nominated Occupants, and to encourage and motivate Life Right Holders to participate in these activities, with a view of developing and maintaining a sense of camaraderie amongst them;
  - 3.3.1.4. encourage Life Right Holders and Nominated Occupants to become acquainted with each other and to provide companionship and assistance to fellow Life Right Holders and Nominated Occupants who are either temporarily or permanently incapacitated;
  - 3.3.1.5. act as liaison between Life Right Holders and the Village Manager with regard to ideas and suggestions concerning facilities and activities in the Village. However, with regard to complaints and matters of a personal nature, Life Right Holders are required to take such matters up directly with the Village Manager. Only if discussions with the Village Manager fail to achieve a satisfactory resolution, may the matter be referred to Rescom, for their consideration as to what action (if any) might be taken, with a view to assist the parties in finding a mutually agreeable solution or an acceptable compromise; and

- 3.3.1.6. provide practical support and assistance to the Village Manager and his or her staff in their endeavours to maintain the high quality of lifestyle facilities and environment promoted by the Evergreen Lifestyle brand.
- 3.3.2. The Rescom shall comprise of a maximum of 6 (six) Life Right Holders (“**Rescom Members**”), including the chairperson and vice-chairperson, with each Rescom Member heading 1 (one) of the following portfolios (or other portfolios as designated by the Operator from time to time):
  - 3.3.2.1. chairperson;
  - 3.3.2.2. finance;
  - 3.3.2.3. health;
  - 3.3.2.4. security;
  - 3.3.2.5. community (including clubhouse and catering); and
  - 3.3.2.6. infrastructure and estate development.
- 3.3.3. By no later than 7 (seven) days before the date on which the Village’s annual general meeting is to take place, Life Right Holders shall nominate from amongst themselves, their proposed Rescom Members for the upcoming year and deliver to the Village Manager such written nominations and acceptance thereof by the nominee/s, in accordance with the process described in the notice of the annual general meeting.
- 3.3.4. The persons so nominated shall be available for election as Rescom Members at the Village’s annual general meeting. In the event that there are more than 6 (six) nominations, the appointment of the Rescom Members shall be voted on by the Life Right Holders at such meeting. If there are 6 (six) or less nominations, no voting shall take place and the appointment of the said nominees as Rescom Members shall be confirmed at the annual general meeting.
- 3.3.5. Subject to the provisions of paragraph 3.3.4 above, each Rescom Member shall continue to hold office until the next annual general meeting following his/her appointment, at which meeting each Rescom Member shall be deemed to have retired from office as such but will be eligible for re-election at such meeting if so nominated.
- 3.3.6. Upon election at an annual general meeting, the elected Rescom Members shall be regarded as the elected representatives of all the Life Right Holders of the Village.
- 3.3.7. A Rescom Member shall be deemed to have vacated his or her office as such upon:
  - 3.3.7.1. his or her conviction for any offence involving dishonesty;
  - 3.3.7.2. his or her becoming of unsound mind and/or being found to lack mental capacity;
  - 3.3.7.3. upon written notice of resignation as a Rescom Member, delivered to the Village Manager by hand and/or per email;
  - 3.3.7.4. his or her death;

- 3.3.7.5. his or her being removed from office by an Ordinary Resolution of the Life Right Holders in writing or at a general meeting of the Village; or
- 3.3.7.6. upon termination of his or her Life Right Agreement.
- 3.3.8. Should the office of a Rescom Member fall vacant prior to the next annual general meeting of the Village:
  - 3.3.8.1. in the event that the total vacancy rate is less than 50%, the remaining Rescom Members shall be entitled to co-opt a replacement/replacements to hold office as Rescom Member/s until the next annual general meeting, it being specifically recorded that no vote of the Life Right Holders in general meeting shall be required to fill such vacancy; or
  - 3.3.8.2. in the event that the vacancy rate of duly elected Rescom Members is 50% or more, the remaining Rescom Members shall not be entitled to co-opt any person to fill the vacancies/further vacancies, but the Operator shall call a special general meeting for purposes of electing replacement Rescom Members to fill such vacancies. For purposes of triggering an election as aforesaid, office held by co-opted Rescom Members shall be regarded as vacancies. For purposes of filling such vacancies the nomination process and voting procedure detailed above shall apply.
- 3.3.9. At the first Rescom meeting following the annual general meeting each year, the Rescom Members shall, from amongst themselves, elect a chairperson and vice-chairperson for Rescom, who shall hold office as such on Rescom until the following annual general meeting, whereafter this election process shall be repeated, provided that the office of chairperson and vice-chairperson shall *ipso facto* be vacated upon his or her ceasing to be a Rescom Member for any reason.
- 3.3.10. If the chairperson of Rescom vacates the chair during the course of a meeting or is not present or is, for any other reason, unable to preside at any meeting the vice-chairperson shall act as replacement chairperson for such meeting. If the vice-chairperson is also unable to act, the remaining Rescom Members shall appoint a replacement chairperson, from amongst themselves, for such meeting.
- 3.3.11. In the event of any vacancy occurring in the office of the chairperson or vice-chairperson, the Rescom shall at the next Rescom meeting appoint a replacement chairperson and/or vice-chairperson (as the case may be).
- 3.3.12. Rescom shall meet at least 4 (four) times in each year, or more frequently should the Rescom deem it necessary, at dates and times as determined by Rescom.



- 3.3.13. At least 7 (seven) days' notice shall be given of all meetings of Rescom unless all Rescom Members agree to accept shorter notice. Notwithstanding the aforesaid notice period, Rescom may at their first meeting following the annual general meeting at which they were elected, set the dates for and a standard agenda for their future meetings and delivery of a copy of the notice detailing the dates and times of such pre-set meetings to the Rescom Members shall be adequate notice of such future meetings.
- 3.3.14. The quorum for a meeting of Rescom shall be 3 (three) Rescom Members at the commencement of and throughout the meeting, being the same persons at commencement and through the meeting.
- 3.3.15. Any decision of Rescom shall be by majority vote by show of hands of those Rescom Members present. Each person entitled to be present and to vote shall have one vote and the chairperson of the meeting shall, in the event of a deadlock, have a casting vote in addition to his/her deliberative vote. No voting by proxy shall be permitted.

#### **3.4. General Meetings of the Village**

- 3.4.1. The Operator shall arrange and call an annual general meeting of the Village by giving Life Right Holders at least 14 (fourteen) days' written notice of the date, time and location of such a meeting.
- 3.4.2. Any other special general meeting (if deemed necessary by the Operator) shall be arranged and called by the Operator by giving Life Right Holders at least 14 (fourteen) days' written notice, or such shorter notice period as may be reasonable in the circumstances, of the date, time and location of such a meeting.
- 3.4.3. Notice of general meetings (specifically including annual general meetings) may be delivered to Life Right Holders by hand and/or per email and/or by a copy of such notice being placed on the notice boards at the Village. Such notice shall also include a proxy form (should Life Right Holders not be able to attend but still wish to vote at such meeting) as well as a Rescom nomination form. The inadvertent omission to give notice of any meeting of the Village to any Life Right Holder shall not invalidate the proceedings at any such meeting.
- 3.4.4. The annual general meeting shall take place at least once per annum and not more than 15 (fifteen) months shall elapse between such meetings.
- 3.4.5. The following business shall be transacted at the annual general meeting:
  - 3.4.5.1. acceptance of the previous annual general meeting minutes;
  - 3.4.5.2. presentation of the annual report by the chairperson of the Rescom;
  - 3.4.5.3. presentation of the annual Village Manager's report;
  - 3.4.5.4. presentation of the annual financial report of the Village for the previous financial year;
  - 3.4.5.5. election of the Rescom; and

3.4.5.6. other business affecting all or the majority of Life Right Holders that, in the opinion of the Operator, warrants discussion at the annual general meeting.

3.4.6. **Each Life Right shall carry a single vote (and is recorded as such in the Life Right register of the village). Where such Life Right is jointly held by more than 1 (one) Life Right Holder, such vote shall be exercised jointly by such Life Right Holders.**

3.5. No Life Right Holder may, while in arrears with his or her Levies or has any outstanding amounts owing to Operator and/or Owner (as the case may be), hold office as a member of either Rescom or Mancom, or be co-opted onto or act as a representative or appoint an alternate on Rescom or Mancom.

#### **4. GENERAL HOUSE RULES**

##### **4.1. Communication**

4.1.1. Where possible, all communications with the Operator need to be addressed in writing to the Village Manager.

4.1.2. Life Right Holders are requested to address their concerns, including healthcare concerns, through the following channels of communication and in the sequence listed below:

4.1.2.1. Village Manager;

4.1.2.2. Rescom;

4.1.2.3. Mancom.

4.1.3. Life Right Holders are requested to adhere to and use the channels of communication in the sequence indicated. The Operator will only consider issues that have been addressed and, where applicable, escalated through the abovementioned channels.

##### **4.2. Grounds & Buildings**

4.2.1. No Life Right Holder may without the prior written approval of the Owner:

4.2.1.1. construct, build or in any way erect any building or structure of any form or nature (including swimming pools) anywhere in the Village;

4.2.1.2. make any changes to the internal or external colour scheme of the Unit;

4.2.1.3. install any fixtures/fittings in the Unit;

4.2.1.4. apply any linoleum, sealing agent or any other type of floor covering (including carpets and carpet tiles) on to the floors of the Unit; and

- 4.2.1.5. make any alterations or additions to the Unit.
- 4.2.2. Any burglar bars and/or security gates are to comply with the Owner's design code and require written approval from the Owner, prior to installation.
- 4.2.3. Life Right Holders shall not place or hang in public view any articles including washing, clothing, household linen, carpets, rugs, towels and the like. Only Life Right Holders of apartments are permitted to make use of the designated communal washing lines provided by the Operator and as such, these Life Right Holders are requested to make use of the communal washing lines with due consideration to other Life Right Holders.
- 4.2.4. Life Right Holders are required to keep their patios clean and presentable at all times with no unsightly cabinets, sheds or any wall mounted décor and fittings permitted. Patio furniture should be sturdy to avoid being blown around by wind. Metal items causing rust stains on patio tiles are not permitted.
- 4.2.5. Life Right Holders of apartments shall not display pot plants on patios that exceed 2 metres in height. All pots must be similar to the aesthetics and colour scheme of the Village and raised from tiles in order to prevent stains from occurring.
- 4.2.6. Life Right Holders shall not hold or permit to be held any sale by public auction of whatever nature in the Units or anywhere within the perimeter of the Village.
- 4.2.7. The Life Right Holders shall not conduct a business of whatever nature from the Village without the Operator's written consent. Such consent, if granted, may be revoked should the conduct of the business cause any nuisance to other Life Right Holders.
- 4.2.8. All window coverings to be white/cream or neutral-coloured wooden blinds (where applicable). Life Right Holders should request guidance from the Village Manager should they be uncertain.
- 4.2.9. Maintenance of the interior of the Unit is the Life Right Holder's responsibility and shall be for their own account. Life Right Holders are requested to keep the Units clean, safe and free from infestations.
- 4.2.10. Life Right Holders are requested to keep all internal passages in their Units clear for easy access in case of an emergency.
- 4.2.11. All Units are issued with a fire extinguisher and smoke detector. The Operator shall arrange the annual servicing of fire extinguishers. The cost of replacement of smoke detector batteries and annual servicing of fire extinguishers are for the Life Right Holder's account.
- 4.2.12. Save for installations prior-approved by the Owner and installed in the Unit prior to the effective date of these House Rules, Life Right Holders shall not make use of open fires, open-bar electric heaters, gas heaters, electrical or other appliances which pose a fire hazard/risk.
- 4.2.13. Life Right Holders are encouraged to only plant indigenous trees and plants.

4.2.14. Life Right Holders are bound by and are required to at all times observe and adhere to the maintenance protocol established and amended by the Owner from time to time, which maintenance protocol contains the maintenance responsibilities, the reporting lines and the logging procedure to be followed by a Life Right Holder regarding any maintenance issue concerning the Unit. A copy of the prevailing maintenance protocol is available for inspection at the Village Manager's office during office hours.

4.2.15. In cases of maintenance emergencies outside of office hours, please report the matter to the senior Evergreen staff member on standby.

#### **4.3. Use of Village and Common Property**

4.3.1. No object, sign, notice, billboard or advertisement may be placed or displayed anywhere in the Village without the prior written consent of the Operator.

4.3.2. No trees, plants or sidewalk lawn on the Common Property may be planted, moved or removed without the prior written consent of the Operator.

4.3.3. Rubble or refuse may not be stored, dumped or discarded anywhere within the perimeter of the Village, save in bins provided and areas designated for such purpose by the Operator.

4.3.4. A Life Right Holder may not mark or otherwise damage, deface or alter any of the properties situated within the Village.

#### **4.4. Staff**

4.4.1. Life Right Holders are requested to not give instructions to Village staff, including contractors, such as gardeners and security personnel as they will not follow such instructions.

4.4.2. Life Right Holders are requested to refrain from giving gifts, making loans to and/or tipping Evergreen staff, including contractors on site, as in line with the Owner and the Operator's gifting policy Village staff are not allowed to accept such gifts/tips/loans as it will result in a breach of their employment agreements with the Owner/Operator. Christmas gifts (where applicable) must be coordinated by the Village Manager.

4.4.3. Complaints against any Village staff member must be made in writing to the Village Manager, supported by a duly signed and commissioned affidavit detailing the sequence of events giving rise to the complaint.

4.4.4. All persons entering the Village for purposes of carrying out duties for which they have been employed by a Life Right Holder are to abide by these House Rules and report to the Village Manager on a daily basis prior to commencing their duties at a Life Right Holder's Unit, provided that private carers, domestic workers and gardeners who are registered with the Operator need not report to the Village Manager on a daily basis, but shall sign in at the security office each time they enter the Village.

#### **4.5. Absences from the Village**

For the purpose of ensuring safety and security in the Village, Life Right Holders are requested to inform the Village Manager of their intention to be away from the Village for any extended period of time and to leave instructions with regards to their mail and related matters, and in particular (where applicable) instructions relating to the “morning call” function on the Medical Emergency Device installed in his/her Unit.

#### **4.6. Animals / Pets**

- 4.6.1. With the exception of free-standing houses, semi-detached houses, cottages and specific ground-floor apartments, Life Right Holders are not permitted to keep pets of any nature whatsoever in the Village.
- 4.6.2. Life Right Holders may only keep pets where written permission was granted by the Operator prior to the relevant pet having been brought into the Village.
- 4.6.3. The general principle is that one dog and one cat, or two small dogs, or two cats are allowed per house, semi-detached house or cottage and only one cat per ground-floor apartment where such ground floor apartment is situated adjacent to a lawn area. The size of the dogs allowed shall be in the Operator’s sole discretion and shall depend on the size of and location of the house, semi-detached house or cottage.
- 4.6.4. Should pets cause a nuisance, disturbance and/or danger to other Life Right Holders or in the event that a Life Right Holder is unable to care for and/or control their pet(s), the permission to keep pets may be withdrawn in the sole discretion of the Operator.
- 4.6.5. Life Right Holders are required to ensure that their pets’ annual vaccinations are kept up to date.
- 4.6.6. When a pet passes away, a new pet may not be obtained, without the prior written permission of the Operator.
- 4.6.7. Life Right Holders are reminded that all dogs must be leashed when on Common Property, and that it is the responsibility of the Life Right Holder to clean up after their pets and remove the litter/faeces from the Common Property.
- 4.6.8. Life Right Holders are discouraged from feeding birds and other wild animals, as this tends to encourage pigeon/starling infestations and attracts rodents.
- 4.6.9. Visitors are encouraged to not bring pets into the Village. Should a guest/visitor wish to bring a pet into the Village, the provisions of this paragraph 4.6 shall apply equally to pets of guests/visitors.

#### **4.7. Good Relationships**

- 4.7.1. Life Right Holders are requested not to engage in any activity that may disturb the peace and tranquillity of the Village, or permit any actions that will interfere with the rights, comforts or conveniences of other Life Right Holders.
- 4.7.2. Life Right Holders should at all times be considerate avoid performing loud activities such as operating machinery, appliances, exercise equipment or moving furniture between 18h00 and 08h00.
- 4.7.3. Contractors and are only permitted to work between the 09h00 and 17h00 except on Sundays. It is the responsibility of the Life Right Holder and/or Nominated Occupant to ensure contractors abide by all House Rules and village protocols.
- 4.7.4. Please be considerate and refrain from playing musical instruments, radios, televisions, etc too loudly at any time.
- 4.7.5. The use of power tools, hammers or other similar items are restricted to:  
Weekdays: 09h00 – 17h00  
Saturdays: 09h00 – 14h00

No activities involving the aforesaid tools may be carried out on Sundays or Public Holidays

#### **4.8. Office Hours**

The Operator's office hours are from 08h00 to 17h00 Mondays to Fridays, excluding public holidays.

#### **4.9. Checking on the Welfare of Life Right Holders**

- 4.9.1. All Units are fitted with a 24-hour emergency medical alert system ("Medical Emergency Device").
- 4.9.2. All Life Right Holders are issued with a portable panic button linked to the Medical Emergency Device, which panic button should at all times be carried on the Life Right Holder's person to be used in cases of emergency both inside and outside the Village.
- 4.9.3. Routine checks that the panic buttons and Medical Emergency Devices are functioning will be conducted on a quarterly basis by the Village healthcare staff. Life Right Holders are encouraged to test their panic buttons and Medical Emergency Devices on a regular basis by pushing the relevant button and waiting for a response from the Medical Emergency Device call centre.
- 4.9.4. The Owner and/or Operator may from time to time issue a medical protocol and amend same from time to time, which protocol may differ from Village to Village depending on the circumstances at and practical requirements of each Village.

#### **4.10. Swimming Pool**

##### 4.10.1. In Villages with swimming pools:

- 4.10.1.1. The Life Right Holders will be allowed to use the swimming pool at their own risk and provided they do so without disturbing other Life Right Holders.
- 4.10.1.2. No guests/visitors may use the swimming pool unless accompanied by the Life Right Holder.
- 4.10.1.3. All persons under the age of 18 years should not under any circumstances be left unattended and must at all times be accompanied by at least the Life Right Holder.

#### **4.11. Gymnasium**

##### 4.11.1. In Villages with gymnasiums:

- 4.11.1.1. The Life Right Holders will be allowed to use the gymnasium, including the gym equipment, at their own risk and provided they do so without disturbing other Life Right Holders.
- 4.11.1.2. No visitors may use the gymnasium unless accompanied by the Life Right Holder.
- 4.11.1.3. All Life Right Holders and visitors must sign an indemnity form prior to entering the gymnasium, which indemnity form is available at the Village Manager's office.

#### **4.12. Smoking**

With the exception of clearly designated smoking areas, smoking is not permitted in any public and/or common areas of the Village, including corridors, common areas, lifts, stairwells, parking basement, communal entertainment areas and/or communal gardens forming part of the Village.

#### **4.13. Guests / Visitors**

- 4.13.1. All visitors/guests are required to comply with the security protocols of the Village, as amended from time to time.
- 4.13.2. The security of the Village is of the utmost importance to the Owner and the Operator, and as such we request all Life Right Holders to notify the Village Manager of any guests/visitors who are invited for short stays (i.e. maximum 3 weeks). Please inform the Village Manager of the number of guests/visitors and also the duration of their stay.
- 4.13.3. In the event of guests/visitors engaging in a long stays (i.e. more than 3 weeks), prior written permission is to be obtained from the Operator.

## **5. FACILITIES, SERVICES AND AMENITIES**

5.1. The facilities and services available at the Village are detailed in the Life Right Agreement.

### **5.2. Healthcare Services**

- 5.2.1. All healthcare services provided at the Village are outsourced to third party service providers.
- 5.2.2. The Care Centre may (subject to availability) be utilized by the Life Right Holder on a fee-for-service basis.
- 5.2.3. Basic nursing services are provided in the Care Centre according to the Life Right Holder's needs and in accordance with the healthcare offering as per the Life Right Agreement.
- 5.2.4. Life Right Holders who require medical attention must call/visit their own doctors and bear the cost of such callout/consultation and related expenses. In the event of a Life Right Holder failing to do so for any reason, and it being reasonably necessary for the Life Right Holder's wellbeing, the Village Manager may call a doctor at the Life Right Holder's expense.
- 5.2.5. Life Right Holders are advised to undergo a full health check-up by their doctor at least once per year.
- 5.2.6. Life Right Holders are requested to advise the Village Manager of any change in their health in order to enable the Village staff and operator of the Medical Emergency Device and its staff to facilitate and/or render the best and most appropriate care in particular in cases of emergency.
- 5.2.7. Home based care and related services (including palliative and recuperative care) required by the Life Right Holder may on request be made available at an additional market-related charge. The costs incurred shall be for the Life Right Holder's own account and shall be payable by the Life Right Holder directly to the third party service provider.

### **5.3. Meals (not applicable to all Villages)**

- 5.3.1. In Villages where meals are served, it will be done at set times (which may vary from time to time) and such service may be utilized by Life Right Holders on a fee-for-service basis. Life Right Holders are requested to book in advance to allow the caterers to plan accordingly so as to avoid unnecessary wastage.
- 5.3.2. Life Right Holders are requested to inform the Village Manager in advance of their intention to invite guests for a meal. The applicable meal charge will be levied in respect of each guest.
- 5.3.3. Where this service is available, an additional service charge will be levied for meals served in the Units and this must be prior arranged with the Village Manager.
- 5.3.4. Life Right Holders may not store private provisions (including but not limited to alcoholic and other beverages) in the Lifestyle Centre's pantry or cold storage.



- 5.3.5. Should Life Right Holders have special dietary requirements, provision can be made for medically prescribed diets, at an additional cost to the Life Right Holder. In this event, the Life Right Holder must furnish the Village Manager with a letter from a doctor or registered dietician to ensure that the Village Manager can request the caterers to cater accordingly.
- 5.3.6. Life Right Holders are requested not to remove any crockery, cutlery and /or other items from the dining room.
- 5.3.7. Private functions can be arranged with the Village Manager. The cost of such private functions will be for the Life Right Holder's account.
- 5.3.8. The Owner and the Operator reserve the right to terminate the catering facilities at the Village should there not be a sufficient uptake to make it commercially viable.

#### **5.4. Safety & Security**

- 5.4.1. Save as otherwise provided in Annexure A, a security guard shall at all times be on duty at the main entrance to the Village and the security office will be manned 24 (twenty four) hours per day, 7 (seven) days a week;
- 5.4.2. If there is an electric fence above the perimeter wall of the Village, the said fence will be live at all times and monitored on a 24-hour basis. Do not touch the wiring, as, although it may not necessarily be lethal, it will give a nasty shock and result in a call out from the security service provider monitoring the electric fence. Life Right Holders are advised to inform their guests, visitors, family members and Nominated Occupants accordingly.
- 5.4.3. The Operator is responsible for the overall security and, although everything possible is done to ensure the continued safety of Life Right Holders within the Village, Life Right Holders are urged to observe the following additional safety precautions:
  - 5.4.3.1. personal belongings should not be left in the public areas of the Village;
  - 5.4.3.2. ensure that money and other valuables such as jewellery are kept locked away at all times;
  - 5.4.3.3. no firearms may be brought into the Village without the prior written consent of the Operator, following receipt by the Operator of documentary proof that such firearms are duly licensed to the Life Right Holder, SAPS have done a site inspection and have confirmed the suitability thereof in writing; and
  - 5.4.3.4. no explosive devices or hazardous chemicals may be brought into or stored anywhere in the Village.
- 5.4.4. Life Right Holders are requested to immediately report any suspicious looking person seen in the buildings, grounds or immediate vicinity to the Village Manager or, in the absence of the Village Manager, the security site manager.

- 5.4.5. Life Right Holders shall adhere strictly to the emergency and/or fire evacuation procedures.
- 5.4.6. Life Right Holders shall ensure that their Unit doors are locked/secured when they go out and when they retire at night. Front door keys must not be left in the lock at any time, in particular not before retiring at night, so that the Village Manager and healthcare personnel will be able to enter the Unit in an emergency situation by using the Unit's duplicate keys. The duplicate keys are held in a safe in the Village Manager's office.
- 5.4.7. As an additional measure of security:
- 5.4.7.1. Life Right Holders shall:
- 5.4.7.1.1. ensure that a comprehensive criminal clearance report is conducted at least once every 24 (twenty four) months, at the Life Right Holder's own cost, in respect of each of his/her employees who will be entering the Village to render any service (including but not limited to gardeners, domestic worker and carers);
- 5.4.7.1.2. provide copies of the aforesaid criminal clearance reports in respect of each of his/her employees (which criminal clearance reports may not be older than 24 (twenty four) months to the Operator; and
- 5.4.7.1.3. should any criminal clearance report in respect of any of the Life Right Holder's employees become older than 24 (twenty four) months from the date of issuing thereof, the Life Right Holder shall ensure that a newly issued criminal clearance report is obtained without delay and provided to the Operator for its consideration.
- 5.4.7.2. The Operator shall consider the content of the aforesaid criminal clearance reports and determine, at its sole discretion, whether the content thereof may have an adverse impact on the safety and security of the Village, other Life Right Holders and/or Evergreen staff.
- 5.4.7.3. In the event that the Operator considers the content of the aforesaid criminal clearance reports to potentially have an adverse impact on the safety and security of the Village, other Life Right Holders and/or Evergreen staff, the Operator may advise the Life Right Holder that said employee shall not be allowed to gain access to the Village, without thereby incurring any liability towards the Life Right Holder and/or his/her employee in question.

## 5.5. Electricity

- 5.5.1. All Units will have electricity meters and all consumption costs and charges will be for the Life Right Holder's account.
- 5.5.2. If a Unit is fitted with a pre-paid electricity meter, the Life Right Holder will be responsible for purchasing credits and to load same onto the electricity meter.

## **5.6. Water Supply and Sewerage**

- 5.6.1. Should any portion of the cost of water supply to the Village be levied in respect of the Village as a whole, as opposed to the Unit, then the Life Right Holder shall pay a pro-rata share of such costs and charges levied in respect of the Village as a whole either in accordance with the sub-meter installed at the Unit or in accordance with the area and/or size that the Unit bears to the total area and/or size of all Units in the Village.
- 5.6.2. Sewerage charges shall be as charged by the local authority from time to time.
- 5.6.3. Life Right Holders are requested to exercise economy in the use of water and to ensure that all taps are securely closed and waste plugs are left open when absent from the homes.
- 5.6.4. Please report leaking taps, toilets, pipes and the like to the Village Manager without delay.
- 5.6.5. Life Right Holders shall be obliged to strictly adhere to any water restrictions imposed by the local authority or other competent authority.

## **5.7. Refuse Removal**

- 5.7.1. Life Right Holders are required to keep all refuse in the kind of container specified by the Operator, in those positions indicated by the Operator, which shall be prepared for collection in the manner and at the times and places specified by the Operator.
- 5.7.2. Life Right Holders must supply their own refuse bags.
- 5.7.3. Refuse will be collected from the Units and the cost thereof will be charged to the Life Right Holder separately.
- 5.7.4. The accumulation of refuse in or outside the Unit, save in the refuse bins provided for such purpose, is not permitted.
- 5.7.5. Life Right Holders are required to comply with all instructions issued by the Operator from time to time relating to the disposal of waste and refuse.

## **5.8. External Apartment Windows**

All external windows of apartments (excluding private sliding doors and patio windows) will be cleaned by the Operator when necessary.

## **5.9. Communal Gardens**

All lawns and gardens (including gardens of ground floor apartments) are considered Common Property and will be maintained by the Operator's service provider.

#### **5.10. Levy Payments**

- 5.10.1. The Operator shall on or about the 25<sup>th</sup> (twenty fifth) day of every month, but in any event before the due date for payment, deliver (by hand and/or per email) levy statements to Life Right Holders.
- 5.10.2. Levies and other costs and charges as indicated on the statement are payable by the Life Right Holder via debit order (save where the Life Right Agreement provides for an alternative payment method) on or before the 1<sup>st</sup> (first) day of every month without any deduction or set-off whatsoever.

#### **5.11. Servicing of Units**

- 5.11.1. Life Right Holders are required to register their private domestic workers with the Village Manager. As a security measure, non-registration will result in access to the Village being denied to such private domestic workers.
- 5.11.2. Arrangements can be made for additional housekeeping services to be rendered by Evergreen staff, on a fee-for-service basis. All such arrangements are to be made through the Village Manager's office.

#### **5.12. Mail**

Incoming mail, addressed to Life Right Holders, is distributed to individual mail boxes located in the Lifestyle Centre.

#### **5.13. Telephone messages**

The Village Manager's office is unable to transfer calls to Units. Should a call for Life Right Holder be received by the Village Manager's office during office hours, messages will be taken and a note will be placed in the individual mail boxes.

#### **5.14. Deliveries**

- 5.14.1. Deliveries for Life Right Holders may be made to the Village reception at the Life Right Holder's request. However, neither the Owner, the Operator, the Village Manager or any other Evergreen staff member accepts any liability whatsoever in respect of any such deliveries.
- 5.14.2. Life Right Holders are to make their own arrangements for payment of "cash-on-delivery" items delivered to the Village.

#### **5.15. Notices**

- 5.15.1. Notices may only be placed on the notice boards with the Village Manager's permission. Any notices placed on the notice boards without the Village Manager's permission will be taken down.

5.15.2. Life Right Holders are encouraged to regularly check the notice boards to stay abreast of news, activities and other information pertaining to the Village.

## **6. EMERGENCIES**

- 6.1. Should Life Right Holders have a maintenance emergency, please refer to the maintenance protocol and please contact the Village Manager during office hours or the senior staff member on duty after hours.
- 6.2. Should Life Right Holders have a medical emergency, please press the emergency response button on the Medical Emergency Device or the portable panic button.

## **7. TELEPHONES, TELEVISION AND DSTV**

- 7.1. The cost of telephone, television and/or DSTV services, if required by a Life Right Holder, shall be for the Life Right Holder's account. DSTV package deals may be available from time to time.
- 7.2. Conduiting to points within each Unit is provided.
- 7.3. Life Right Holders of apartments must provide their own DSTV decoder and they will be responsible for the cost of the decoder and the subscription service. A central satellite dish is provided for apartment blocks.
- 7.4. Life Right Holders of the free-standing houses shall provide their own DSTV decoder and satellite dish at their own cost, if they require to use this service. Subscription costs shall be for the Life Right Holder's account.

## **8. VEHICLES AND PARKING**

- 8.1. Life Right Holders are to use their designated parking bays. No additional vehicles can be parked in the general parking area.
- 8.2. Life Right Holders should not park, and ensure that their visitors do not park, in a manner that obstructs the flow of traffic, i.e. obstruct roadways, entry points or boom gates, obstruct entry/exit of other Life Right Holders' Units, park on grass verges or in front of fire hydrants.
- 8.3. No signage or décor may be erected around any parking bay. Any cleaning required or damaged caused by Life Right Holder will be at the Life Right Holder's expense.
- 8.4. No repairs or maintenance of a mechanical nature of vehicles may be undertaken anywhere within the boundaries of the Village, save in the closed garages forming part of Units.
- 8.5. Life Right Holders must ensure that their vehicles and those of their visitors do not drip oil, brake fluid and/or other substances on the Common Property or in any other way deface the Common Property, driveways of Units or any part of the Village. If such dripping and/or defacing occurs, its cleaning and/or removal will be for the account of the Life Right Holder concerned.

- 8.6. Only vehicles owned by Life Right Holders may be washed and/or cleaned on the Common Property, provided however that the washing and/or cleaning thereof must strictly comply with any water restrictions imposed by the local authority or other competent authority from time to time.
- 8.7. The designated visitors' parking bays are solely for the short-term use of bona fide visitors and may not be used by Life Right Holders for parking or storage of motor vehicles, boat, trailers, recreational vehicles and/or other items. Life Right Holders must request their visitors to park in the designated visitor's bays where such cars cannot be accommodated on their own driveways. If parking space is not available in designated areas, visitors must unfortunately be requested to park outside the Village.
- 8.8. Pedestrians will at all times have right of way in the Village.
- 8.9. Life Right Holders, visitors, delivery vehicles and external contractors and/or suppliers are required to adhere to all rules of the road, road signs and the speed limit in force in the Village from time to time.

## **9. STORAGE**

Life Right Holders shall not leave and/or store or permit to be left and/or stored any refuse, packages, furniture, cycles, handcarts, boxes, bags, papers, rubbish or any other goods or articles anywhere on the Common Property (including landings, stairways or passages) other than in areas that may be allocated for the specific purpose concerned.

## **10. LETTING OF UNITS**

- 10.1. The provisions of the Life Right Agreement regulate the letting of Units by Life Right Holders to third parties.
- 10.2. Should any Life Right Holder let his or her Unit (strictly in accordance with the Life Right Agreement), then he or she shall make it a condition of the lease with the tenant that the such tenant and all those holding occupation under him and/or her will be bound to comply with the Life Right Agreement and these House Rules.

## **11. INDEMNITY**

- 11.1. All persons entering the Village do so at their own risk.
- 11.2. Whilst the utmost care is exercised to ensure the safety of the Life Right Holders and their private property within the Village, the Owner, the Operator, their respective subsidiaries, holding companies, associated companies, and insurers past and present, including their respective directors, representatives, employees, agents and contractors, ("the Indemnified Parties") accept no liability for any loss, damage, harm, personal injury or death suffered by any Life Right Holder or their guests, visitors, family members, employees, agents and/or contractors, save in in cases where such loss, damages, etc. is caused as a direct result of gross negligence or wilful misconduct on the part of the Indemnified Parties.

## **12. HARMONY**

- 12.1. The maintenance of an amicable relationship amongst Life Right Holders is of the utmost importance to ensure that a harmonious lifestyle is achieved. The Operator therefore reserves the right to take the necessary corrective action against any Life Right Holder whose behaviour disrupts or adversely affects other Life Right Holders.

## **13. ACCOMMODATION OF FAMILY MEMBERS DURING MEDICAL EMERGENCIES, TERMINAL ILLNESSES, OR AFTER THE PASSING OF A LIFE RIGHT HOLDER**

- 13.1. Where required by the Life Right Holder's family, immediate family members of a Life Right Holder will be allowed to reside in the Unit, for a limited period of time, depending on the needs and circumstances of the family members concerned, both before and (where required) after the passing of a Life Right Holder.
- 13.2. As far as is reasonably possible, the individual circumstances of each Life Right Holder's immediate family will be considered and taken into account in a decision by the Operator in determining the period of time they are allowed to reside in the Unit.
- 13.3. We would encourage you to advise the Village Manager if you have any concerns relating to this very sensitive and personal issue.

## **14. DISPUTE RESOLUTION**

- 14.1. Any dispute, question or difference at any time between the Owner and/or Developer (one the one hand) and a Life Right Holder (on the other hand) –
- 14.1.1. in regard to any matters arising out of or in connection with these House Rules; or
- 14.1.2. the interpretation of these House Rules;
- the Parties shall first exhaust all mediation remedies available.
- 14.2. In the event of mediation not being successful Life Right Holders shall have an election to either proceed with arbitration (as detailed below) or to refer the dispute to the Community Schemes Ombud Service ("CSOS") provided that the dispute falls within the ambit of section 39 of the CSOS Act 9/2011. All matters falling outside of the ambit of section 39 of the CSOS Act 9/2011 shall be referred to and decided by arbitration (as detailed below) on notice given by either Party to the other in terms of this paragraph 14.
- 14.3. There will be 1 (one) arbitrator who will be a practising advocate of not less than 10 (ten) years standing.
- 14.4. Either party may declare a dispute by giving written notice to the other party to that effect. Thereafter the declaring party shall within 7 (seven) Business Days submit a written request to the Arbitration Association of South Africa ("AFSA") to appoint the arbitrator and send a copy of the request to the other party.

- 14.5. The arbitrator shall have the powers conferred upon the arbitrator under the Arbitration Act No. 42 of 1965 (“the Arbitration Act”), as amended or re-enacted in some other form from time to time but will not be obliged to follow the procedures described in that Act and will be entitled to decide on such procedures as he/she may consider desirable for the speedy determination/resolution of the dispute.
- 14.6. The arbitration shall be held in English and at Cape Town in accordance with the provisions of the Arbitration Act, save that the arbitration shall be informal and, if possible, the arbitration shall be held and concluded within 21 (twenty one) Business Days after it has been demanded.
- 14.7. The decision of the arbitrator, including any order as to the costs of the arbitration shall, save for a manifest error, be final and binding on the parties to the dispute and may be made an order of any court of competent jurisdiction.
- 14.8. Each of the parties hereby submits itself to the extent legally permissible to the jurisdiction of the Western Cape High Court, Cape Town should any Party wish to make the arbitrator’s decision an order of the court.
- 14.9. This paragraph 14 shall constitute each Party’s irrevocable consent to the mediation and arbitration proceedings and no Party shall be entitled to withdraw therefrom or to claim at such arbitration that it is not bound by this paragraph 14.
- 14.10. The provisions of this paragraph 14 shall not prevent any party from obtaining interim/urgent relief from a court of competent jurisdiction.

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