



THE PINES

AT • DAVIDSON

FUTURE RESIDENCY AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20____, between THE PINES AT DAVIDSON, INC., a North Carolina nonprofit corporation (the "Corporation"), and _____ (the "Future Resident"). (If husband and wife, or two other persons, enter into this Agreement, the word "Future Resident" shall apply to them collectively unless the context otherwise requires).

INTRODUCTION

WHEREAS the Corporation owns and operates a continuing care retirement community on Avinger Lane in Davidson, North Carolina ("The Pines"); and

WHEREAS the Future Resident desires to become a Resident of The Pines.

AGREEMENT

I. PRIORITY, LIVING ACCOMMODATION TYPE, AND PROJECTED DATE OF OCCUPANCY

- A. Priority Reservation. The Corporation agrees to assign to the Future Resident a priority position on The Pines' waiting list based on the date of this Agreement and the chronological order in which all Early Reservers and Future Residents enter into such Early Reservation Agreements and Future Residency Agreements (as the case may be), regardless of the apartment type selected. If the Future Resident is an Early Reserver, the Priority Position assigned to him or her under the Early Reservation Agreement shall be the Future Resident's priority position for purposes of this Agreement.
- B. Apartment Type Preference. The Future Resident prefers to occupy a _____ type Living Accommodation at The Pines (the "Living Accommodation") at some time in the future.
- C. Projected Date of Occupancy. The Future Resident projects readiness for actual occupancy of the Living Accommodation at The Pines in approximately _____(Month) of _____ (Year). It is understood that such a Projected Date of Occupancy is an estimate and may vary due to the Future Resident's readiness and the actual availability of the Living Accommodation at The Pines.

II. ADMISSION PROCEDURES

- A. Application Forms. Along with the submission of this Agreement, the Future Resident will submit completed application forms containing all the information required by The Pines for initial review. The Application forms shall include an Application for Admission, a Personal Health History, and a Confidential Financial Statement on forms provided by The Pines for review by the Admissions Committee.
- B. Admissions Committee Review. Upon receipt of the completed application forms, The Pines' Admissions Committee will review the forms submitted by the Future Resident as a basis for initial admission to The Pines. The Admissions Committee, in its sole discretion, will within thirty (30) days receipt of the completed application forms, approve or deny the application for initial admission based on admissions criteria and policies established by the Board of Directors of the Corporation.
- C. Notification of Availability of Living Accommodation. The Corporation will make reasonable efforts to notify the Future Resident of availability of the Living Accommodation specified by the Future Resident at the time the Living Accommodation becomes available for occupancy at or near the Projected Date of Occupancy. The Future Resident may accept or reject The Pines' offer to take actual occupancy of the Living Accommodation. The Future Resident has three (3) days from the date of notification by the Community to accept the Living Accommodation. The Future Resident may reject any offer by the Corporation to take occupancy without losing the Future Resident's priority on The Pines' waiting list. The Future Resident understands that Residents of The Pines who request a change of Living Accommodation have priority over Future Residents on the waiting list.
- D. Priority As to Available Living Accommodations. The right to reserve Living Accommodations becoming available for occupancy will be alternated between Residents of The Pines who wish to transfer to another Living Accommodation on one hand, and Future Residents who have executed a Future Residency Agreement with the Corporation on the other hand. Notwithstanding the plan to alternate the right to reserve Living Accommodations becoming available for occupancy between those Residents who wish to transfer to another Living Accommodation and Future Residents entering The Pines, Residents will have priority over all non-residents, including Future Residents, in transferring to another Living Accommodation becoming available in the following circumstances:
1. transfers due to medical necessity as determined by the Medical Director and the President/CEO of the Corporation.
 2. transfers to a same size or smaller Living Accommodation; and
 3. when two Living Accommodations (one of which is vacant) are combined, the Resident occupying one of the Living Accommodations will have priority in reserving the combined Living Accommodation.

Notwithstanding the above, the Corporation reserves the right to fill, in its sole discretion and without regard to the waiting list, up to five (5) vacancies in Living Accommodations each year. The Living Accommodations granted under this paragraph shall not be of the same unit type. It is expected that filling vacant Living Accommodations pursuant to this paragraph will be rare.

- E. Residence and Care Agreement. Should the Future Resident accept the offer for occupancy of the Living Accommodation at The Pines, the Future Resident shall execute the form of Residence and Care Agreement in effect at the time of such acceptance and pay the required fees in effect at such time as outlined in such Residence and Care Agreement. Prior to occupancy by the Future Resident, the Future Resident shall have satisfied all the admission requirements described in such Residence and Care Agreement, including but not limited to the following:
1. Updated Application Forms, If Requested. Future Resident agrees to provide, if requested by the Corporation, updated application forms for review by the Admissions Committee before taking occupancy, including the Application for Admission, Personal Health History and Confidential Financial Statement.
 2. Physician's Examination Report. Upon execution of the Residence and Care Agreement, the Future Resident agrees to submit a physician's examination report completed by the Future Resident's personal physician on the Medical Certificate form provided by the Corporation for review by The Pines' Admissions Committee before taking occupancy.
- F. Final Review by Admissions Committee. Within thirty (30) days upon receipt of the Residence and Care Agreement, the Physician's Examination Report, and any updated application forms, if requested, the Admissions Committee will make a final review of the application of the Future Resident, and in its sole discretion, approve or deny the application based on the admission criteria and policies as established by the Board of Directors of the Corporation at the time of occupancy and notify Future Resident of such action.

III. CONSIDERATION FROM FUTURE RESIDENT

- A. Reservation Deposit. In consideration for the rights as outlined in this Agreement, the Future Resident agrees to pay a Reservation Deposit of One Thousand Dollars (\$1,000.00). The Reservation Deposit is a non-interest-bearing deposit associated with this Future Residency Agreement and will be credited toward the entrance fees due by the Future Resident at the time of occupancy of the Living Accommodation at The Pines as outlined in the Residence and Care Agreement.

IV. TERMINATION AND REFUND

- A. Termination by the Future Resident. The Future Resident may terminate this Agreement for any reason prior to occupancy by giving written notice to the Corporation.
- B. Termination by the Corporation. The Corporation may terminate this Agreement at any time if there has been a material misrepresentation or omission submitted by the Future Resident in the Future Resident's Application for Admission, Personal Health History, Confidential Financial Statement, or Physicians Examination Report. The Corporation may also terminate this Agreement if the Future Resident does not meet the admission criteria set by the Board of Directors.
- C. Upon any termination of this Agreement by either the Future Resident or the Corporation, the Corporation shall refund the Future Resident the full amount of the \$1,000.00 Reservation Deposit within sixty (60) days of such notification.

V. GENERAL PROVISIONS

- A. Assignment. The rights of the Future Resident under this Agreement are personal to the Future Resident and may not be transferred or assigned by the Future Resident or otherwise.
- B. Entire Agreement. This Agreement constitutes the entire contract between the Corporation and the Future Resident and is preliminary to the Residence and Care Agreement.
- C. Successors and Assigns. Except as set forth herein, this Agreement shall bind and inure to the benefit of the successors and assigns of the Corporation.
- D. Governing Laws. This Agreement shall be governed by the laws of the State of North Carolina.
- E. Copy of the Agreement. The Future Resident, by executing this Agreement, acknowledges that the Corporation presented a copy of this Agreement to Future Resident prior to the transfer of any consideration to the Corporation.
- F. Notice Provisions. Any notices, consents, or other communications to the Corporation hereunder (collectively "notices") shall be in writing and addressed as follows:

Attn: Sales and Marketing Department
 The Pines at Davidson
 400 Avinger Lane
 Davidson, NC 28036

The address of the Future Resident for the purpose of giving notice is the address appearing after the signature of the Future Resident below.

The parties have executed this agreement as of the day and year written above.

Future Resident Signature

Future Resident Signature

Address

Telephones

Emails

The Pines at Davidson, Inc.

Name: _____

Title: _____

The Pines does not unlawfully discriminate in admission decisions or otherwise with respect to residents based on race, color, gender, disability, national origin, religion, or sexual orientation.

Admission is restricted to persons 65 years of age or older, except in the case of double occupancy in which one person is at least 65 years of age, the other person must be at least 62 years of age.