

THE CEDARS

OF CHAPEL HILL

**DISCLOSURE STATEMENT  
(Information Booklet)**

**May 31, 2019**

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(Information Booklet)**

**THE CEDARS**  
of Chapel Hill

**100 Cedar Club Circle  
Chapel Hill, North Carolina 27517  
(919) 929-1995**

**May 31, 2018**

**THE CEDARS OF CHAPEL HILL, LLC MUST DELIVER A DISCLOSURE STATEMENT TO A PROSPECTIVE RESIDENT PRIOR TO OR AT THE TIME A PROSPECTIVE RESIDENT EXECUTES A MEMBERSHIP AGREEMENT (RESIDENCY AGREEMENT) TO PROVIDE CONTINUING CARE, OR PRIOR TO OR AT THE TIME A PROSPECTIVE RESIDENT TRANSFERS ANY MONEY OR OTHER PROPERTY TO THE CEDARS OF CHAPEL HILL, WHICHEVER OCCURS FIRST.**

**THE CEDARS OF CHAPEL HILL, LIKE ALL OTHER CONTINUING LIFE PLAN COMMUNITIES (LICENSED CONTINUING CARE RETIREMENT COMMUNITY) IN THE STATE OF NORTH CAROLINA, IS SUBJECT TO AN ARTICLE OF THE GENERAL STATUTES CONCERNING REGISTRATION AND DISCLOSURE BY CONTINUING CARE RETIREMENT COMMUNITIES (THE "ARTICLE"). REGISTRATION UNDER THE ARTICLE DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT OF THE STATE OF NORTH CAROLINA, NOR DOES SUCH REGISTRATION EVIDENCE THE ACCURACY OR COMPLETENESS OF THE INFORMATION IN THIS DISCLOSURE STATEMENT.**

**Unless earlier revised, The Cedars intends for this Disclosure Statement to remain effective until October 28, 2019.**

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## INTRODUCTION

The Cedars of Chapel Hill brings to those who are 62 years of age and over a way of retirement living known as a "Continuing Care" or "Life Plan" Community. This concept offers active retirees a lifestyle that is designed to allow them the freedom to pursue their personal interests and meet their unique needs for assisted living or skilled nursing when and if needed. The Cedars encompasses these important components: a privately owned condominium Cottage, Veranda or Villa; a wide array of personal services; and the security of an on-site licensed and Medicare certified DuBose Health Care Center and a Cedars licensed home care agency. The Cedars is a residential condominium development whose owners enter into a Membership Agreement or designate a Member who enters into a Membership Agreement.

This Disclosure Statement explains to prospective Members, their families, and their advisers the operation of The Cedars. This Disclosure Statement was prepared on the basis of information as of the publication date. Because of economic and other considerations, modifications in the operation of The Cedars may be necessary.

If a prospective Member would like additional information or would like to make inquiries regarding facilities or services, the marketing office should be contacted at 919-259-7927. Further, a prospective Member or prospective Member's legal representative with a general power of attorney has a right to ask for and receive information regarding reserve funding, experience of persons who will make investment decisions, and information regarding persons having a ten percent or greater interest in The Cedars.

Because non-technical language has been used in this Disclosure Statement, there may be differences between the text of this booklet and the language of the specific Purchase and Sale Agreement and Membership Agreement signed by a purchaser and/or Member. In the event of any such differences concerning the description of any item, the terms of the applicable executed Purchase and Sale Agreement and Membership Agreement will govern.

**We are pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the Nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, or national origin.**

## OVERVIEW

The Cedars is made up of several distinct legal entities, each with its own powers and responsibilities. The Cedars of Chapel Hill, LLC is the sponsor and the entity that planned, designed, built and sold homes as condominiums. It enters into a Membership Agreement with each of The Cedars' prospective residents (Members). The Cedars of Chapel Hill Club, Inc. (which also is a party to the Membership Agreement) and The Cedars of Chapel Hill Condominium Association are two distinct North Carolina legal entities organized as non-profit corporations under the laws of North Carolina. None are affiliated with any religious, charitable or other non-profit organizations. Since The Cedars offers condominium ownership of a Cottage, Veranda or Villa, The Cedars of Chapel Hill Condominium Association has been created to comply with North Carolina law regarding the ownership of commonly owned property. The Cedars of Chapel Hill Club, Inc. is organized to manage the various membership functions of The Cedars which are included in each Member's Membership Agreement. The financial and contractual obligations of the facility are the responsibility of The Cedars of Chapel Hill, LLC and The Cedars of Chapel Hill Club, Inc.

### **THE CEDARS OF CHAPEL HILL DEVELOPMENT COMPANY, LLC**

The Cedars of Chapel Hill Development Company, LLC (the "Development Company"), a North Carolina limited liability company, is the sole owner and serves as Managing Member of The Cedars of Chapel Hill, LLC. As the Managing Member, it is responsible for The Cedars of Chapel Hill, LLC. None of the officers or principals of the Managing Member receives compensation from The Cedars of Chapel Hill, LLC. However, The Cedars of Chapel Hill, LLC pays Meadowmont Retirement Community, LLC, the only beneficial owner of at least 10% of The Cedars of Chapel Hill, LLC, a management fee of \$31,200 per month for management, accounting, and other services.

The Development Company's Managers (operating officers) are Robert E. Woodruff and Roger L. Perry, whose offices are located at 100 Cedar Club Circle and 1450 Environ Way, respectively, Chapel Hill, NC 27517. Woodruff and Perry, as well as J. McNeely DuBose, David Anna, John R. McAdams and Peter Y. Gevalt, are principals in Meadowmont Retirement Community, LLC. None own a beneficial ownership in The Cedars of Chapel Hill, LLC of at least 10%.

Robert E. Woodruff obtained a Bachelor of Science degree in Business Administration from the University of North Carolina and began his career as a CPA with Arthur Andersen. He left Arthur Andersen in 1974 and joined VilCom (formerly The Village Companies), a communications company located in Chapel Hill. Mr. Woodruff began his tenure with VilCom as Chief Financial Officer, later also becoming Executive Vice President and Chief Operating Officer. As a resident of Chapel Hill since 1974, Mr. Woodruff has been active in the community, serving in many positions with United Way, including Campaign Chairman; as District Chairman for the Boy Scouts; as President of the Chapel Hill Public Library

Foundation; and as President of the East Chapel Hill Rotary Club. He has been President of SECU Family House at UNC Hospitals, which provides overnight accommodations for patients being treated for critical illnesses and their families. He and his wife are chaired a capital campaign to expand SECU Family House. He has served as an Elder at University Presbyterian Church and, with his wife, as Capital and Stewardship Campaign Chairs. Mr. Woodruff currently is President of The Cedars of Chapel Hill Club, Inc. and is directly responsible for the community's management.

Roger L. Perry, President of East West Partners, is a graduate of the University of North Carolina at Chapel Hill and The Executive Program at UNC's Kenan-Flagler Business School. Mr. Perry began his development career in 1972 when he joined the Sea Pines Company at River Hills Plantation near Charlotte. Four years later he joined the sales force at the Brandermill community near Richmond, Virginia. He quickly rose to Senior Vice President of Sales and Marketing. In 1983, Mr. Perry returned to North Carolina to develop Woodcroft, an 800-acre community located in Durham near the Research Triangle Park. A few of East West Partners' more well-known projects include Downing Creek, Meadowmont and East 54 in Chapel Hill, Falls River in Raleigh, Cary Park in Cary, Riverbend, Fairway Row and Davis Lake in Charlotte and Adams Farm in Greensboro. Mr. Perry is a member of the UNC Healthcare Systems Board of Directors, the UNC-Chapel Hill Foundation Board of Directors, UNC-Chapel Hill Real Estate Company, UNC Institute for Arts & Humanities Advisory Board, and the Institute for Defense and Business Board of Directors. He also is Co-Chair of the UNC Development Campaign Committee and serves on the Executive Committee of the Center for Real Estate at Kenan-Flagler Business School. He is Past Trustee and Chairman of the University of North Carolina – Chapel Hill Board of Trustees, past member of the UNC Board of Visitors, Triangle Service Center Board of Research Triangle Park and past member and chair of the Orange County United Way Board of Directors. He has served on the National Development Council at UNC as past chairman of fundraising for UNC's golf facility. He has been a member of the McAllister Heart Center Board of Directors, Wells Fargo Bank Regional Board, North Carolina Progress Board, Chapel Hill Chamber of Commerce Board, Triangle YMCA Board, Triangle Board of Centura Bank and the chair of Triangle Tomorrow Regional Board. He is active in the Urban Land Institute and is a past member of the Young Presidents' Organization.

East West Partners, of which Mr. Perry is an owner, is one of the owners of the joint venture from which the land for The Cedars of Chapel Hill was purchased.

J. McNeely DuBose, MD, retired from his surgery practice in 1993 and returned to Orange County. Since that time he has been involved with the development of the family farm known as Meadowmont. After his formal training as a surgeon, Dr. DuBose began his medical career by serving two years in the United States Army Medical Corps as a Captain. In 1968 he was awarded the Bronze Star Medal for Meritorious Service during his time in Vietnam. Dr. DuBose returned to

North Carolina from his service in the United States Army Medical Corps and founded the Kinston Surgical Association where he practiced General, Thoracic and Vascular Surgery for 25 years. During this time he was appointed to the teaching faculty of the East Carolina University School of Medicine in Greenville, North Carolina as an Associate Professor of Clinical Surgery. A native of North Carolina, Dr. DuBose is a graduate of the University of North Carolina at Chapel Hill. He received an M.D. degree from The Johns Hopkins University School of Medicine in Baltimore, Maryland. He then served a seven-year internship and residency-training program at Duke University Medical Center in the department of surgery. He is board certified by the American Board of Surgery and the American Board of Thoracic Surgery and is a Fellow of the American College of Surgeons. Dr. DuBose has served as chairman of the Lenoir Hospital Department of Surgery, President of the medical staff and President of the Lenoir-Green-Jones County Medical Society. Dr. DuBose is active in the completion of Meadowmont Development. Dr. DuBose and his wife, Lynne K. DuBose, have endowed funds to support graduate students in the College of Arts and Sciences at UNC at Chapel Hill and have pledged funds to support post-doctoral research at the Johns Hopkins University School of Medicine. Dr. DuBose has been a member of the Advisory board of the Institute of Arts and Humanities at UNC at Chapel Hill.

The DuBose family donated 28 acres of land to UNC at Chapel Hill, including the family home known as "Meadowmont," which is the location of the Kenan Flagler Business School Rizzo Conference Center. The Rizzo Center is a continuing education center for business development. Dr. DuBose has been a charter member of the advisory committee overseeing the continued maintenance of the DuBose house and grounds. In addition to endowment of the original gift of Meadowmont, Dr. DuBose and his wife Lynne have given supplemental gifts to continue care and preservation of the house and grounds.

Dr. DuBose was one of the owners of land that was contributed to a joint venture, a portion of which land was purchased by The Cedars of Chapel Hill.

David Anna is the Founder and Chairman of The RESOLUTE Building Company, a North Carolina commercial construction firm founded in 1984. Mr. Anna has built and developed a wide variety of commercial, institutional and residential buildings. He spent 10 years as manager of various projects leading to the establishment of The RESOLUTE Building Company. He has a keen understanding of the specific needs in construction of a retirement community, having built multiple phases of Carolina Meadows Retirement Community. Additionally, RESOLUTE built a new community center for Carol Woods Retirement Community and many assisted living facilities for Southern Assisted Living and Homeplace Assisted Living in the Piedmont of North Carolina. He has over 39 years of building experience and is a former President of the General Contractors Association of Durham. Mr. Anna graduated from Rensselaer Polytechnic Institute, Troy, NY, with a Bachelor of Science degree in Building Sciences and a Bachelor of Architecture. He is an



Architect Emeritus in North Carolina and New York and a former member of the A.I.A. Along with his many professional affiliations, Mr. Anna has served on the Board of the Habitat for Humanity, SunTrust Bank in Chapel Hill, Carolina Meadows Retirement Community, Chapel Hill Museum, the Chapel Hill-Carrboro Chamber of Commerce and Triangle United Way. Mr. Anna is a member of the East Chapel Hill Rotary Club and the Carolinas Association of General Contractors (CAGC). RESOLUTE executed approximately half of the construction at The Cedars. It built the DuBose Health Center and has been engaged to build an expansion to 78 beds.

John R. McAdams, PE, PLS, is Founder and Chairman of The John R. McAdams Company, Inc. (d/b/a McAdams), a civil engineering, land planning, landscape architecture and surveying organization headquartered in Research Triangle Park, North Carolina. He began his career in 1971 as an engineer with Rose, Pridgen & Freeman, a small civil engineering firm in Chapel Hill, North Carolina. In 1979, he founded The John R. McAdams Company, Inc. The firm is one of the State's largest civil engineering design firms, serving higher education institutions, utility companies, national and regional real estate companies, and Fortune 500 clients with projects in a multi-state region from offices in North Carolina and Texas. The firm specializes in providing services to assisted living centers, as well as extended stay hotels, shopping centers, apartments and developers of large-scale mixed-use communities. Clients include Sunrise Assisted Living Services, Manor Care, Inc., Southern Assisted Living and Life Plan communities, including The Forest at Duke, Carolina Meadows Retirement Community and Carol Woods Retirement Community. A native of North Carolina, Mr. McAdams attended Duke University, graduating with a Bachelor of Science degree in Civil Engineering in 1970 and a Masters of Business Administration in 1980. He served on the board of Carol Woods Retirement Community from 1979 to 1996, and was Chairman of the Board from 1993 to 1996. During his involvement with Carol Woods, a major facilities expansion took place, with which he was intimately involved. He has been on the Board of Directors of Harrington Bank, North Carolina chapter of the American Council of Engineering Companies, and Triangle Land Conservancy. Mr. McAdams also is active in his church and other local civic organizations. The John R. McAdams Company, Inc. provides civil engineering services to The Cedars of Chapel Hill.

Peter Y. Gevalt is Managing Director of Wells Hills Partners, Ltd. and oversees and manages the day-to-day operations of the company, headquartered in New York City. He began his career 1970 as an officer with Chemical Bank and later moved to Eastdil Realty. In 1983, Mr. Gevalt founded Wells Hill Partners, Ltd., a privately held real estate investment banking firm. The firm has financed, acquired or sold over \$25 billion worth of real estate and has undertaken a large number of financial advisory assignments throughout the U.S. The company's expertise has been applied to office, retail, hotel, industrial, self-storage, retirement and multifamily property. Mr. Gevalt holds a Bachelor of Arts degree in English from the University

of North Carolina at Chapel Hill. He has served or does serve on several non-profit boards including the Episcopal Diocese of New York, Episcopal Charities, Sheltering Arms, Hotchkiss School, Trinity Church Wall Street, and Hudson River Community Sailing. His professional associations include the Urban Land Institute and the Real Estate Board of New York.

The business address for the principals of Meadowmont Retirement Community is 100 Cedar Club Circle, Chapel Hill, NC 27517.

**In compliance with regulations of the State of North Carolina, none of the principals of Meadowmont Retirement Community, the Executive Director, Sara Flynn-Loy, or members of the Board of Directors of The Cedars of Chapel Hill Club, Inc. or The Cedars of Chapel Hill Condominium Association have been convicted of a felony, pleaded nolo contendere to a felony charge nor have been enjoined in a civil action by final judgment involving fraud, embezzlement, fraudulent conversion or misappropriation of property. None are subject to an injunctive or restrictive court order or have had any State or Federal license or permit suspended or revoked as a result of an action brought by a government agency or department that arose out of or related to business activity of health care, including actions affecting a license to operate a foster care facility, nursing home, retirement home, home for aged, or facility subject to Article 64 of the North Carolina Administrative Code or a similar law in another state.**

### **THE CEDARS OF CHAPEL HILL, LLC**

The Cedars of Chapel Hill, LLC (the "Company") is a North Carolina Limited Liability Company formed for the purpose of developing and managing a Life Plan Community (a licensed Continuing Care Retirement Community). Its current principal business address is 116 Cedar Breeze Lane, Chapel Hill, North Carolina 27517. The Company built The Cedars and sold its luxury condominiums as single-family Cottages, Verandas and Villas. In addition to building luxury condominiums, the Company constructed all common areas of the retirement community, including the Clubhouse and DuBose Health Center. For its efforts in developing the Life Plan community, the Company each year receives from The Cedars of Chapel Hill Club, Inc. a payment equal to 10 percent of actual costs of operating The Cedars, including the cost of operating The Cedars of Chapel Hill Condominium Association. In addition, the Company collects a Membership Fee for all memberships acquired in connection with purchase of a home at The Cedars.

Meadowmont Retirement Community, LLC is the managing member of The Cedars of Chapel Hill Investor Group, LLC, a North Carolina limited liability company. The Cedars of Chapel Hill Investor Group, LLC is the sole owner and managing member of The Cedars of Chapel Hill Development Company, LLC, a North Carolina limited liability company, which in turn is the sole owner and managing member of The Cedars of Chapel Hill, LLC.

Meadowmont Retirement Community, LLC is owned by the 6 individuals as shown above. Robert E. Woodruff and Roger L. Perry serve as Managers of each of these companies.

The Company has overall management responsibility for The Cedars of Chapel Hill Club, Inc. In its role as management agent, its primary duties involve the review and approval of capital expenditures, review and approval of operating budgets, and monitoring of The Cedars' financial condition. Operational policies for The Cedars and criteria for admissions are subject to approval and periodic review. It also monitors compliance with the budget and the performance of The Cedars and its management. These activities are carried out by means of reports, studies and on-site inspections.

### **THE CEDARS OF CHAPEL HILL CLUB, INC.**

The Cedars of Chapel Hill Club, Inc., ("The Club") is a North Carolina 501(c)(4) non-profit corporation. Its current business address is 100 Cedar Club Circle, Chapel Hill, North Carolina 27517. Its Board of Directors is made up of Fred Black, a management consultant; Mary Beck, former Director of Special Projects at UNC Health Care; Kim Grooms, Executive Director of the Chapel Hill/Carrboro YMCA, Bill McLendon, a Cedars Owner and Member and retired specialist in laboratory medicine, and Robert E. Woodruff. Mr. Woodruff currently serves as President of The Club. The Board is self-perpetuating with new Board members elected by the remaining Board members.

The Club was created to provide the services contracted for in The Cedars Membership Agreement. The Club manages the commonly owned property of The Cedars, including the Clubhouse and DuBose Health Center, on behalf of The Cedars of Chapel Hill Condominium Association. All monthly payments paid by Members and operating receipts and disbursements go through The Club.

Each year The Club collects from Members and pays The Cedars of Chapel Hill, LLC an amount equal to 10% of annual operating costs of The Club and the Condominium Association as an overhead fee.

### **THE CEDARS OF CHAPEL HILL CONDOMINIUM ASSOCIATION**

The Cedars of Chapel Hill Condominium Association (the "Association") is a non-profit association of condominium owners. Its principal business address is 100 Cedar Club Circle, Chapel Hill, NC 27517. Each owner at The Cedars is a member of the Association.

There is one membership for each condominium. If condominium ownership is vested in more than one person, all of the persons owning such condominium designate one of the co-owners to act as a member of the Association. Upon conveying or transferring ownership interest in a condominium to a new owner, the new condominium owner will succeed to the former owner's membership in the Association.

The condominium owners own all the common property of The Cedars, including the Clubhouse and DuBose Health Center, with the Association serving as the governing body for all issues related to the real estate aspects of the common properties. There is no debt related to the property except as might be incurred by the owner of the condominium. The Association provides for the maintenance, repair, replacement, administration, and operation of common property. All activities undertaken by the Association are for the sole benefit of the condominium owners and all funds received by the Association will be used for the benefit of all condominium owners. The Club serves as the manager of the Association under a Management Agreement.

The Association acts through its Board of Directors, which is elected by the owners at an annual meeting in accordance with the By-Laws of the Association. The members of the Board are Herb Cooper, president, Lynne Morris, Molly Broad, Juli Tenney, and Chris Straughan, all owners and also Members of The Club. Replacement Board members are elected for terms beginning in January of each year.

### **LIFE CARE SERVICES LLC**

The Cedars has retained Life Care Services LLC ("Life Care Services") to manage the daily operations of The Cedars. Life Care Services is a wholly-owned subsidiary of Life Care Companies LLC ("LCS"), an Iowa limited liability company.

LCS is a nationally recognized leader in the development, marketing and management of senior living communities throughout the United States. Since 1971, LCS has been instrumental in the planning, developing, marketing and managing of senior living communities throughout the United States. Management services are provided through Life Care Services, and it currently manages approximately 125 communities serving over 30,000 residents in 31 states (see Exhibit C attached to this Disclosure Statement).

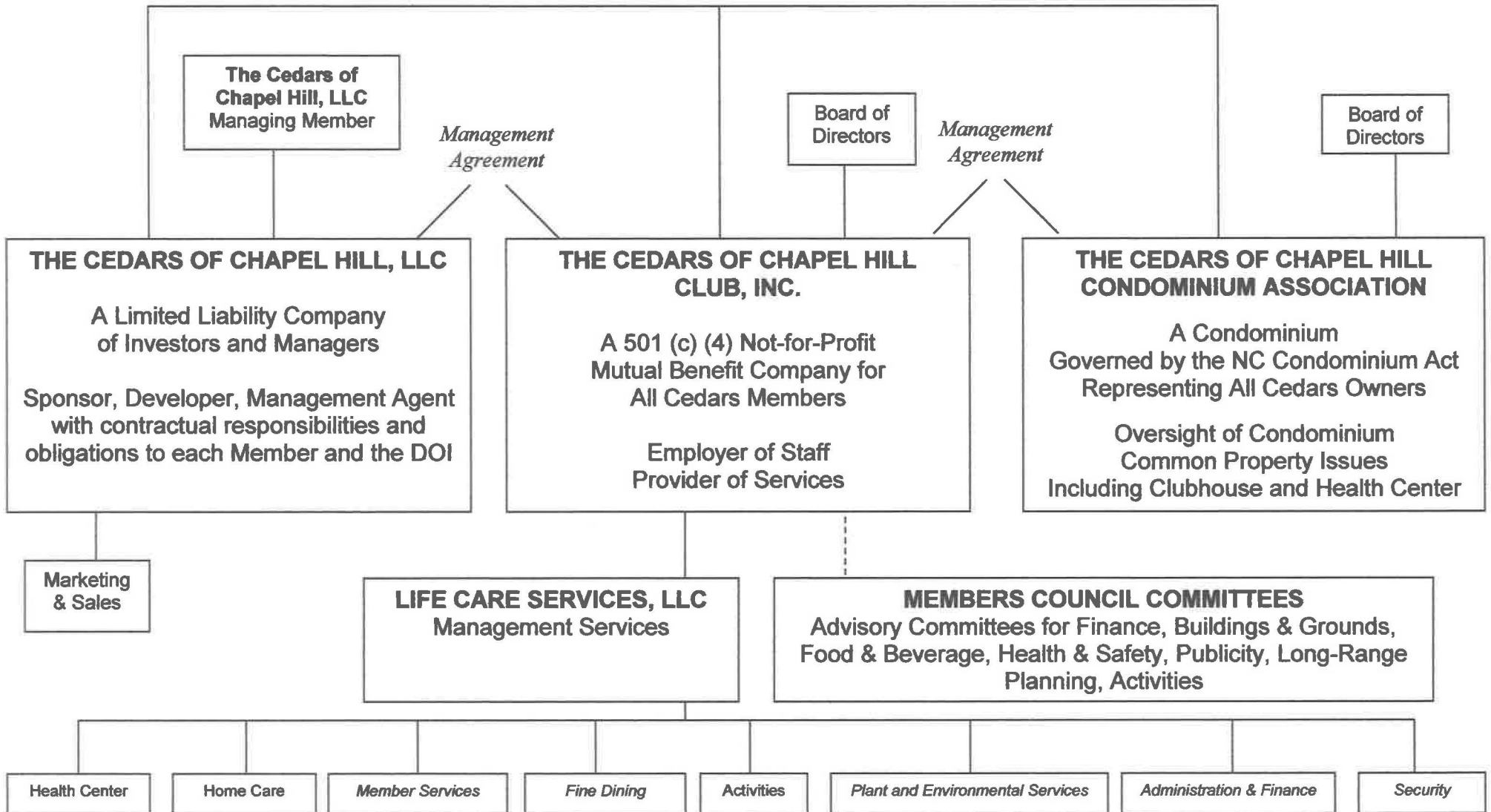
Principal officers of LCS include Joel Nelson, Diane Bridgewater, Rick Exline, and Jason Victor.

### **MEMBERS COUNCIL**

The Cedars has a Members Council that is made up of Members of The Cedars. The Council consists of a Chair and Vice-Chair, the Chairs from seven Council committees and at-large members. Committees are: Finance, Buildings and Grounds, Food and Beverage, Health and Safety, Activities, Communications and Long-Range Planning. Makeup of each committee is determined by the Council. Regularly scheduled Member meetings are held to enable Members to ask questions and to permit The Cedars' management and Council to communicate with Members for the purpose of free discussion of subjects as they apply to The Cedars, as well as proposed changes in policies, programs and services.

**THE CEDARS OF CHAPEL HILL**  
 A Life Plan Community  
 Licensed by the NC Department of Insurance (DOI)  
 as a Continuing Care Retirement Community

**Entities Comprising The Cedars**



## THE LOCATION

The Cedars is located on approximately 50 acres of land within Meadowmont, a mixed-use neighborhood in Chapel Hill, North Carolina. It is surrounded by quiet, residential neighborhoods such as the prestigious Oaks; yet it is a short distance from Interstate 40, the University of North Carolina, UNC Memorial Hospital, Duke University Hospital and world-renowned Franklin Street, the heart of downtown Chapel Hill. The site is located on Highway 54 near Glen Lennox and across from UNC's William and Ida Friday Continuing Education Center. It is also a part of the Research Triangle Area, with three world-class universities, two major research hospitals and numerous sports and cultural opportunities within a 20-mile radius. It also is a short distance from Raleigh-Durham International Airport.

The Meadowmont site formerly was the DuBose family property and has retained its legacy of gentle contours and abundant water features. The Cedars has been developed in a park-like campus setting with ponds, walking trails, gardens and landscape buffers defining a quiet, secure and peaceful environment for the enjoyment of its Members.

## THE CAMPUS

The Cedars is a condominium Life Plan Community (licensed Continuing Care Retirement Community) designed to accommodate persons 62 years of age or older in an independent and active environment. The Cedars has a total of 306 homes. There are 50 cottage homes with one or two-car garages, six mid-rise Villa buildings containing 192 one and two bedroom homes and five Veranda buildings containing 62 two-bedroom homes. There are two homes on the top floor of the Clubhouse. The campus also includes an approximately 45,000 square foot Clubhouse and a 68-bed DuBose Health Center. The Clubhouse serves as the hub for community activities and includes formal and informal dining areas, ballroom, art studio and activities room, card and game room, private dining room, beauty and barber salon, exercise room, computer and classroom, library and reading room, lounges and an indoor pool.

There are multiple floor plans with almost all homes containing two bedrooms. All homes are furnished with washers and dryers and have fully equipped kitchens. There is a campus-wide emergency call system, which is monitored 24 hours a day, and smoke detectors and carbon monoxide monitors in each home.

DuBose Health Center has both private and semiprivate rooms, activities room, physical therapy room, arts and crafts therapy area, dining rooms and lounges. DuBose includes a secure special care unit for Members with Alzheimer's Disease and related disorders who are at risk for wandering.

Emphasis in DuBose Health Center is on restorative care and wellness in order to return Members to independent living in their homes. A licensed Home Care Agency is

operated by The Cedars out of DuBose Health Center to provide assistance and companion services to Members in their homes on a fee-for-service basis. A medical clinic staffed by gerontologists is also located in DuBose Health Center.

The Cedars currently has approximately 425 residents.

## **THE PERSONNEL**

LCS employs the current Executive Director, Sara Flynn-Loy, and the DuBose Health Center Administrator, to manage The Cedars. The Club employs all other personnel. Mrs. Flynn-Loy is a graduate of The Pennsylvania State University with a Bachelor of Science degree in Human Development and Family Studies with an emphasis in Adult Development and Aging and a minor in Business Administration. She has served on various Boards and committees, including *LeadingAge NC* and the National Investment Center's Future Leaders Council.

An occupational therapist, physical therapist, and speech and hearing therapist are available on a consulting basis. The Cedars employs geriatric physicians and a nurse practitioner through UNC Health Systems for its medical clinic which is open half-days, 5 days a week. Members can, but are not required to, use the clinic physicians as their primary physician.

## **THE SERVICES**

The decision to move into a Life Plan Community involves careful consideration of many factors, including the services to be provided. A detailed description of the services provided by The Club is found below. Members, Trusts, relatives, etc. purchase a home for a Member's lifetime use. Members sign a Membership Agreement which, for a monthly payment, entitles the Members to the following services: (1) food service, including the equivalent of one meal for each day in the month; (2) weekly housekeeping; (3) weekly flat laundry; (4) maintenance of the home and common areas; (5) grounds care; (6) Clubhouse activities; (7) transportation within a 12 mile radius; (8) security; and (9) certain utilities.

DuBose Health Center services are available to all Members of The Cedars as stated in the Membership Agreement and a Member may be admitted directly to DuBose Health Center from a Member's home with proper Physician's orders. The staff works with Members toward full recovery so they can return to independent living as soon as possible. Members who are unable to return to independent living have the benefit of access to permanent care in DuBose Health Center and Member rates even if they sell their home.

Those Members who do not require care in DuBose Health Center but need additional personal services to continue independent living may purchase home care services from The Cedars Home Care Agency. Home care services are provided by Cedars staff members.

Services such as companion care, bathing, dressing, driver, dog walking, shopping, personal laundry, additional housekeeping and special transportation are available to Members at an additional cost.

The services available to Members are listed in the Purchase and Sale Agreement and Membership Agreement. To more fully explain the services, the following descriptions have been prepared. The procedures followed in furnishing these services may be modified by The Cedars from time to time to allow it to best meet the needs of the Members.

## **ACTIVITIES**

Full-time Activities Director and wellness and activities staff plan and organize a variety of events tailored to the interests of the Members. The Cedars sponsors a wide variety of activities including tours, trips to cultural events in Chapel Hill and the Triangle, shopping excursions, fitness and art classes, bridge and other card games, crafts, golf croquet, bocce, water aerobics and other activities.

## **BEAUTY AND BARBER SERVICES**

Beauty and barber services provided by contracted professionals are available at an extra charge. Space is provided in the Clubhouse and DuBose for these services.

## **COVERED PARKING**

Members in Verandas have one covered parking space at their building and Members in Villas have a space in the lower level of their building. Noncovered parking for a second car is available. Cottages have either a one or two-car garage.

## **DUBOSE HEALTH CENTER**

Assisted living or skilled nursing care for Members is provided at DuBose Health Center. Upon admission, DuBose Health Center staff determine the appropriate level of care required by the Member. As a part of the determination the Member's potential to return to independent living is evaluated. The nursing staff prepares a personalized plan of care for each Member, with the goal being to return the Member to independent living as soon as possible. Members may visit their homes with the assistance of family members or volunteers as a part of the rehabilitation if approved by the Member's physician.

Members who are unable to return to their home will have the benefit of permanent care in DuBose Health Center. When permanently assigned, a single occupancy Member will pay a reduced monthly payment plus the applicable Member DuBose Health Center fee after 90 lifetime free days. In cases of double occupancy, the remaining independent Member may remain in the home and the monthly payment for the person continuing to occupy the home is reduced to the single person rate. Members who are permanently assigned to DuBose Health Center may sell their homes and continue to pay the Member rate.



There are both private and semiprivate rooms. If a Member desires a private room, the Member may obtain one based on availability and upon agreement to pay the difference between the charge for semiprivate and private accommodations. Care in DuBose Health Center includes, but is not limited to, nursing care, food service, housekeeping and flat laundry service.

A physician is retained through UNC Hospitals to act as Medical Director for DuBose Health Center. Upon approval by the Medical Director, Members may be admitted directly from their homes and need not come from a hospital. If a Member desires special additional nursing staff while a patient in DuBose Health Center, arrangements may be made through DuBose Health Center at an additional cost to the Member. Friends, relatives, or spouses are encouraged to dine with DuBose Health Center residents and guest meal charges will apply, if applicable.

### **DUBOSE HEALTH CENTER ACTIVITIES DIRECTOR**

The Activities Director is responsible for coordinating and directing the arts, crafts, social and recreational activities for DuBose Health Center residents. The focus of these activities is restorative care and includes trips to restaurants, baseball games and other events.

### **EMERGENCY CALL SYSTEM**

The campus has a wireless emergency call system to summon help in an emergency. The emergency call system activates alarms carried by a nurse and a security officer which identifies the location from which the signal is initiated. Personnel with emergency training respond to calls to assist Members.

### **FLAT LAUNDRY**

Members' personal linens and towels are washed, dried, folded and returned on a weekly basis.

### **FOOD SERVICE**

Meal credits equal to the number of days in the month are included as part of the monthly payment. They may be used for lunch or dinner, including two in one day if desired. A free continental breakfast is available in the clubhouse each weekday morning. Additional meals are available for an additional charge and will appear on the monthly statement. Up to five unused credits may be carried over from one month to the next. There is an additional charge if meal credits are used for guests. A per diem credit is given for absences of 14 days or more.

Lunch and dinner are served by wait staff in the Clubhouse dining rooms except on Sunday when a buffet brunch is served. Special diets and vegetarian meals are readily available. Home delivery is available with no delivery charge.

## **GARDENING AREAS**

Gardening areas are available for Members' use.

## **HOME CARE SERVICES**

A program of personal services is available to serve the Members on a fee-for-service basis. The purpose of the home care program is to provide assistance to Members so that independent living can continue for as long as possible. Home care services are not provided by the DuBose nursing staff but by other Cedars staff members. Services such as companion care, bathing, dressing, driver, dog walking, shopping, personal laundry, additional housekeeping and special transportation are available on a fee for service basis.

## **HOUSEKEEPING SERVICES**

Housekeeping services are provided to each Member on a weekly basis. These services include kitchen and bathroom cleaning, surface cleaning, dusting and vacuuming. Annually, window washing, carpet cleaning and other heavy housekeeping is done.

## **MAIL**

Mail is distributed to Members by the U.S. Postal Service to personal mailboxes in each building and mail is collected from the outgoing mailbox in the same area. At the Member's request mail is forwarded during the Member's absence. Additional mail services are available in the administrative area of the Clubhouse.

## **MAINTENANCE OF HOMES AND THE COMMONS AREA**

Maintenance is provided for each home and the common areas. If a Member needs maintenance service, the Member may complete a maintenance request form at the concierge desk, place a call to the Facility Coordinator or complete a form online.

## **MONTHLY BILLING SERVICE**

Monthly statements are placed in the Member's mailbox or other appropriate place on or before the fifth day of the month and are to be paid by the tenth day of each month. Payment may be made through a bank draft or may be paid at the accounting office, placed in the drop box in the Clubhouse or by mail.

## **OTHER SERVICES**

Other services may be provided to Members at an additional charge and the cost is added to the monthly bill. Such services may include airport transportation, guest meals, additional meals, companion service, dog walking and such other reasonable services as requested.

## **PARKING FOR RESIDENTS AND GUESTS**

The Cedars has ample parking for both Members and their invited guests.

## **PRIVATE DINING ROOM**

A private dining room is available for use by Members and their guests for family or social occasions. Special meals and wait staff, if desired, are available at an extra cost. Advance reservations are required. In-home catering is available to Members as well as the ballroom for special events or parties.

## **SECURITY**

Around-the-clock security personnel are on campus. For Members' added safety, all Veranda and Villa entrance and exit doors require a key fob for access.

## **TRANSPORTATION**

Free transportation within a 12 mile radius of The Cedars is provided at no charge Monday through Saturday during specified hours. Twenty-four hours advance notice is requested. Other trips, such as to and from the Raleigh/Durham airport and weekend transportation, are provided at an additional charge. Special trips, such as to concerts or special events, may be scheduled at an additional cost to each participant.

## **DUBOSE HEALTH CENTER**

The Cedars has a license from the North Carolina Department of Health & Human Services, Division of Health Services Regulation for DuBose Health Center to provide nursing care services, from assisted living up to and including skilled care. The Cedars provides its Members quality health care within the limits of its license. Hospital level services are not provided within DuBose Health Center. This level of care must be provided by a hospital and the costs related to hospitalization are the responsibility of the Member.

If The Cedars' Medical Director determines, in consultation with the Member's attending physician, the Member's family or personal representative and the Member, to the extent possible, that the Member requires care in DuBose Health Center, such care is provided for up to 90 lifetime cumulative days with no change in the monthly payment. Such

monthly payment will cover health care at the semiprivate room rate. In addition, the Member is responsible for the cost of two extra meals per day plus nursing supplies, physical therapy, pharmacy, special duty nurses, personal laundry, rental of equipment or other services upon special arrangement. If the Member continues to require care after he/she receives 90 lifetime cumulative days of care, the Member will pay the applicable Member rate for health care and three meals per day. In addition, the Member will continue to be responsible for a reduced monthly payment and other charges pursuant to the terms of the Membership Agreement so long as they own their home. If permanently assigned to DuBose Health Center, Members may sell their homes and continue to pay the Member rate.

Basic rates are based on a semiprivate room. If a Member desires an available private room, the Member may obtain a private room upon agreement to pay the then current difference between the non-member private and semiprivate room rates. If DuBose Health Center is fully occupied, the Member is provided health care services in, and agrees to relocate to, another health care facility. The Club is responsible for charges in excess of what the Member would pay at DuBose Health Center associated with the alternate health care accommodations so long as the Member continues to pay the monthly payment and The Cedars' daily rate, if applicable. As soon as accommodations become available at DuBose Health Center, the Member will return to DuBose Health Center. The Membership Agreement (see Exhibit D) sets forth in greater detail the extent that health care services are provided and the terms for providing such services.

### **THE LIFE PLAN (CONTINUING CARE) CONCEPT**

The Cedars' Life Plan concept provides the opportunity for lifetime residency in your home, a wide array of personal services, and assisted or long term care in the on-site DuBose Health Center. This concept has grown as the result of the desirability of true hassle-free independent living in a community with a very high level of services and amenities and on-site assisted living or skilled care if needed. A home is purchased in accordance with the terms of the Purchase and Sale Agreement and the purchaser or a designee enters into a Membership Agreement. The Member pays a monthly payment for services in addition to a contribution to the Condominium Association and an overhead payment collected on behalf of the Company. Homes may be purchased by an individual, a trust or other entity with someone other than the owner being designated as a Member.

### **ACCEPTANCE FOR RESIDENCY**

Membership Agreements are subject to acceptance by the Company. At the time of signing a Purchase and Sale Agreement and a Membership Agreement, the Member (or spouse) must be 62 years of age or older, capable of independent living, free of communicable diseases, and meet financial qualifications. The Member must be able to pay the purchase price, Membership Fee, monthly payment, two months of common expenses, 12 months of hazard insurance premiums and a reserve deposit. After these payments, the

Member must have sufficient financial resources to permit payment of the monthly payment plus other personal expenses which may be reasonably expected and to meet anticipated increases in the cost of living, including increases in the monthly payment.

**THE CEDARS OF CHAPEL HILL**  
**MONTHLY FEES - EFFECTIVE January 1, 2019**

	<u>SQ Ft</u>	1 Person	2 Person
<b>VILLAS</b>			
Glenview	961	2,957	4,340
Henly	1,105	3,146	4,529
Highland	1,152	3,252	4,635
Holly	1,156	3,276	4,659
Inverness - Phase 1	1,257	3,417	4,800
Inverness - Phase 2	1,378	3,609	4,992
Madison	1,380	3,623	5,006
Tanglewood	1,393	3,655	5,038
Jackson	1,504	3,788	5,171
Jasmine	1,522	3,851	5,234
Jefferson	1,580	3,915	5,298
Jordan	1,584	3,954	5,337
Kenyan	1,656	4,102	5,485
Kendall	1,721	4,102	5,485
Kingston	1,780	4,294	5,677
Lakewood	1,957	4,587	5,970
Meadowlark	2,119	4,869	6,252
Nightingale	2,457	5,392	6,775
<b>VERANDAS</b>			
Prestwick	1,088	3,128	4,511
Nottingham	1,245	3,414	4,797
Turnberry	1,265	3,450	4,833
Berkshire	1,290	3,515	4,898
Somerset	1,290	3,515	4,898
Lincoln	1,339	3,554	4,937
Essex	1,385	3,643	5,026
Oakmont	1,585	3,965	5,348
Preston	1,813	4,342	5,725
Monroe	2,029	4,715	6,098
Quincy	2,314	5,185	6,568
<b>COTTAGES</b>			
Archdale	1,522	3,857	5,240
Benton (Badin)	1,977	4,617	6,000
Calloway	2,159	4,920	6,303
Dogwood	2,257	5,084	6,467
Carolina	2,270	5,084	6,467
Evergreen	2,357	5,252	6,635
Evergreen Lake	3,087	6,112	7,495
Franklin	2,783	5,961	7,344
<b>PENTHOUSE VILLAS</b>			
Hampton North	3,467	6,527	7,910
Hampton South	2,721	5,389	6,772

Rates are subject to change at any time.

## PURCHASE AND SALE AGREEMENT

Upon deciding to become a resident of The Cedars, a future Member will execute a Purchase and Sale Agreement to purchase the home selected, depositing an amount as negotiated with the seller as an initial deposit and earnest money deposit. The description and the terms of residency contained in this Disclosure Statement are qualified by reference to the Purchase and Sale Agreement and Membership Agreement, which shall prevail in the event of any conflict.

The basic terms and conditions for purchase of a home under the Agreement are summarized as follows:

1. Purchase Price. The purchase price is negotiated with the seller and includes price, amount of deposit and closing date. At the time a purchaser signs an Agreement, a deposit is normally paid that becomes an earnest money deposit after a 30 day rescission period that is required by law. The deposit is placed in a trust account until closing. Interest earned on the deposit is required by law to be paid to the North Carolina Real Estate Commission in accordance with its rules. At closing, the purchaser pays the balance of the purchase price for the home selected.

2. Membership Fee. At the time of closing, a purchaser must simultaneously acquire membership in The Club by signing a Membership Agreement or designating a person or persons for Membership. A non-refundable and non-transferable Membership Fee, which is equal to ten percent (10%) of the purchase price of the home, is payable at or prior to closing on the purchase of a home.

The Membership Fee is non-refundable and non-transferrable.

3. Deed. The seller conveys good and marketable title to purchaser by delivering a General Warranty Deed, Trustee's Deed or Executor's Deed, as appropriate, at the time of closing.

4. Monthly Payment. On the closing date of the home, the Member is required to begin making monthly payments to The Club. The monthly payment covers the cost of various services provided by The Club including the monthly contribution to the Condominium Association (which includes a monthly contribution to the Facilities Replacement Reserve) and an overhead payment collected on behalf of the Company.

5. Common Expenses. At closing, the purchaser is responsible for depositing with the Condominium Association two months of common expenses (condominium fees) for a working capital fund and also pay to the Association a pro rata share of 12 months of hazard insurance premiums. Both of these are returned to the purchaser upon the resale of the home being purchased.

6. Reserve Deposit. At closing, the purchaser shall make a reserve fund deposit in the amount of \$12,000, to be held by The Club in an operating reserve which is required by North Carolina regulations.

7. Taxes. As a homeowner, the purchaser is responsible for real estate taxes, recycling fees and storm water drainage fees on the home.

8. Purchaser's Right to Cancel. A purchaser may cancel the Purchase and Sale Agreement by sending written notice of purchaser's wish to cancel before midnight of the 30th day after signing the Purchase and Sale Agreement. If the purchaser cancels within the 30 days, all money paid is refunded, less those reasonable costs incurred by The Cedars at the Purchaser's request, such as painting, carpet, etc. The refund is made within 10 days of The Cedars receiving the cancellation notice.

9. Resale of Home. Upon resale of a home, the Company receives a Membership Fee from the purchaser as detailed in the Purchase and Sale Agreement. Sellers do not pay a second Membership Fee upon the sale of a home. If an owner purchases a second home at The Cedars, the purchaser is not required to pay a second Membership Fee.

## **THE MEMBERSHIP AGREEMENT**

In order to live in a home at The Cedars, a Member is required to purchase a non-refundable and non-transferable Membership which entitles the Member to certain benefits and privileges and survives the sale of the home, provided the person is permanently assigned to DuBose Health Center at the time of the sale. At the time of contract execution for a home, the purchaser or purchaser's designee, Company and The Club enter into a Membership Agreement (see Exhibit D). As outlined in the Membership Agreement, the membership entitles the purchaser or designee to use of the Clubhouse facilities, specific services and to be provided with health care in DuBose Health Center. The Membership Agreement requires a monthly payment which covers the cost of the services and features provided at The Cedars. In addition, the monthly payment includes the monthly contribution to the Condominium Association for the home (which includes a contribution to the Facilities Replacement Reserve) and an overhead payment collected on behalf of the Company.

1. Monthly Payment. Pursuant to the Membership Agreement, the Member is required to begin making monthly payments on the date of closing on the purchase. Thereafter, the monthly payment is payable on the tenth day of each month. The monthly payment for a Member varies depending upon the type of home purchased and the amount is on the published monthly fee schedule. There is a second person fee if two people occupy the home. The monthly payment is adjusted annually based on an annual budget. Although it has never happened, the Club may adjust the monthly payments other than annually in unusual circumstances. Modifications to the monthly fee schedule requires notice to Members.



Also included within the monthly payment are the condominium fee and an amount equivalent to 10% of total operating costs of The Cedars (overhead payment) as compensation to the Company for its original investment and risks in developing The Cedars. The condominium fee is the purchaser's pro rata share of any common expenses of the Condominium Association (including a contribution to the Facilities Replacement Reserve). The condominium fee and overhead payment are made a part of the monthly payment for convenience so that only one payment is made each month.

There is a cap (not a minimum) on future increases in the cost of services as per the Membership Agreement.

Increases in the average monthly fee for the last 5 years have been as follows:

	2014	2015	2016	2017	2018
First Person	\$128	\$122	\$126	\$135	\$147
Second Person	\$42	\$40	\$41	\$45	\$47
Percentage Change	3.6%	3.3%	3.3%	3.5%	3.5%

The condominium fee includes amounts for a Facilities Replacement Reserve, based on an independent study of anticipated replacement costs, to provide funds for future replacement of common property, such as new roofs, mechanical equipment and major renovations. These funds may not be used for annual maintenance items which are provided for in the annual operating budget.

As a protection for Members against the risk of vacancies which can result in reduced services or rate increases, a Member or a Member's estate will continue to pay the monthly payment until the home has been sold, transferred or otherwise conveyed to a new owner who assumes the ownership rights and obligations of the Member with respect to the home and the monthly payment. Many owners set aside funds to cover this contingency.

2. Additional Charges. Certain optional services requested by a Member that are not included in the monthly payment are available for an additional charge. These additional services include, but are not limited to, additional meals, additional housekeeping, beauty parlor, barber and home care services. Additional charges also are made for special health care services and supplies. These special services include, but are not limited to, physical therapy, pharmacy, special duty nurses, and medical treatment by an attending physician or the Medical Director. The additional charges for optional services are payable on the tenth day of each month for the optional services obtained during the preceding month. For a list of services for which there is an additional charge, see Sections 8 and 9 of the Membership Agreement.

3. Adding a Member After Initial Occupancy. After initial occupancy of a home by a Member, circumstances can arise in which the Member wishes a second person to occupy the home or the owner may wish to designate another Member for the home after the death of the original Member. For example, the Member may get married and the couple may wish to make the Cottage, Veranda or Villa their home, or the owner may wish to have a close family member or other person move into the home. No such additional person may occupy a home without the express written approval of The Club. The additional person must go through The Cedars' admission procedures, and the acceptance of any additional person will be in accordance with the current admission policies governing all other admissions. If the additional person is accepted for admission, he or she shall pay a Membership Fee to the Company based on 10% of the fair market value of the home as agreed to among the parties or determined by an appraiser. In addition, the second person monthly fee shall be paid each month. A non-Member will not be permitted to occupy the home for more than 30 days per year (except with the express written approval of The Club) or the Membership Agreement of the Member may be terminated.

If two Members decide to move in together, no additional Membership Fee is required to be paid by either party. One Member would pay the single person monthly fee and the other would pay a second person fee for the new home after one of the homes is sold. Standard terms apply to disposition of the home of the vacating party.

4. Financial Hardship. It is The Club's policy to operate as a non-profit organization and to the extent possible to avoid termination of the Member's Membership Agreement solely because of the financial inability of the Member to pay the total monthly payment and other charges. The Member will be permitted to remain at The Cedars by paying a reduced monthly amount and deferring the balance of the monthly fee based on the Member's ability to pay if (i) The Club determines that the deferral of payment can be granted without impairing the ability of The Club to operate on a sound financial basis, (ii) the Member can justify the deferral of the charges, and (iii) the Member has the ability to provide security for repayment of the deferred charges. In any event, the Member will be allowed to remain at The Cedars for 90 days after the date of failure to pay. The owner must agree to sign a note and mortgage on his/her home to secure repayment of the deferred amount. However, despite these provisions, if the Member's ability to meet his or her financial obligations has been impaired by making unapproved gifts or transfers, the Member's Membership may be terminated.

5. Member's Termination Rights. The Member may terminate a Membership Agreement as set forth in Section 11 of the Membership Agreement. The Member may terminate the Membership Agreement at any time for any reason by giving the Company 30 days' written notice. The Member's obligations, including payment of the monthly payment under the Membership Agreement, shall continue until the home is resold or transferred or occupied by a successor who assumes the obligation of the monthly payment.

6. The Company's Termination Rights. The Company may terminate a Membership Agreement after it has been accepted only for the reasons set forth in Section 12 of the Membership Agreement. The Company shall not terminate the Membership Agreement without just cause. Just cause shall exist if: (i) the Member fails to pay to The Club any charges due under the Membership Agreement other than for financial hardship in certain circumstances; (ii) the Member creates a disturbance within The Cedars which is detrimental to the health, safety, comfort, or peaceful lodging of the Member or other Members; (iii) the Member's condition cannot be cared for in the DuBose Health Center within the limits of its license; or (iv) the Member refuses medical treatment which is medically required. Prior to termination of the Membership Agreement, The Club will give the Member notice in writing of the reasons for termination, and the Member will have 30 days thereafter to correct the problem. If the problem is corrected within 30 days, the Membership Agreement shall remain in effect. If the problem is not corrected within the 30 days, the Membership Agreement will be terminated, and the Member must leave The Cedars. However, if it is determined that the 30-day waiting period is detrimental to the Member, other Members, or the staff of The Cedars, this waiting period will be waived. The Member remains responsible for the monthly fee.

### **LEASE**

The Company may lease any Cottage, Veranda or Villa owned by it on a short or long term basis. The owner of a Cottage, Veranda or Villa may lease his or her Cottage, Veranda or Villa only to a family member. However, the Cottage, Veranda or Villa shall be used and occupied for the whole time and shall not be utilized for timesharing or interval ownership. Anyone who leases a Cottage, Veranda or Villa must meet the residency requirements of The Cedars as set forth in The Cedars' Membership Agreement and must execute a Cedars Membership Agreement and pay a Membership Fee. The owner must execute a guaranty agreement for the monthly payment which evidences the joint responsibility of the owner and the person(s) occupying the home. The person(s) leasing is entitled to all rights and privileges with respect to use of the property except voting rights which will remain with the owner of the home. The Condominium Association shall have the right to terminate the lease and evict in the event of default.

### **LIFE PLAN COMMUNITY LICENSURE**

Life Plan Communities in the State of North Carolina are licensed as Continuing Care Retirement Communities and are governed by North Carolina General Statutes, Article 64, Chapter 58, which empowers the Commissioner of the Department of Insurance to regulate the Registration, Disclosure, Contract and Financial Monitoring Requirements for such communities.

The Cedars has obtained a license as a Continuing Care Retirement Community from the North Carolina Department of Insurance for operation of The Cedars of Chapel Hill.

Pursuant to the North Carolina Act, The Cedars will deliver a Disclosure Statement to each prospective Member upon the earlier of the execution of a Membership Agreement or the transfer of any money to The Cedars. Further, within 150 days following the end of each fiscal year, The Cedars will file a revised annual Disclosure Statement with the Department of Insurance, which will include updated financial information.

### **CONDOMINIUM ACT**

The Cedars, as a condominium community, is subject to the North Carolina Condominium Act (the "Act"). Pursuant to the Act, The Cedars of Chapel Hill Condominium Association conducts the business and affairs of the condominium created by the Declaration which has been recorded in Durham County and Orange County. The Declaration is the document by which The Cedars will be governed and has been recorded according to the provisions of the Act. Supplemental Documents, including the Declaration of Condominium and related documents, are provided to each prospective purchaser.

### **HEALTH CENTER LICENSURE**

The Company has received a Certificate of Need from the North Carolina Department of Health and Human Services, Division of Health Services Regulation for 78 skilled nursing beds for DuBose Health Center. As a licensed health care facility, DuBose is subject to periodic reviews of its operations and care of residents by the North Carolina Department of Health and Human Services Division of Health Services Regulation.

### **MEDICARE AND MEDICAID**

The DuBose Health Center is certified to receive reimbursement from Medicare and is subject to periodic audits of compliance with Medicare regulations regarding operations and care. Determination of a Member's Medicare eligibility is subject to Federal regulation, and not all DuBose Health Center stays are eligible for Medicare reimbursement. The DuBose Health Center does not accept Medicaid payments.

### **RESERVE ACCOUNTS**

The State of North Carolina Department of Insurance, in accordance with Article 64, Chapter 58 of the North Carolina General Statutes, requires that maintain an occupancy level in excess of 90% are required to maintain a reserve equal to 25% of the next year's operating expenses. These reserves are to be used for the benefit of The Club as required by the State of North Carolina in the event of emergencies and/or unexpected operating shortfalls.

The Purchase and Sale Agreement requires that each Purchaser make a \$12,000 deposit to an operating reserve fund that, if unused, will be refunded upon the resale of the home. The reserve funds are invested in Grade A government instruments, money market accounts, bank certificates of deposit or similar secure investments, with investment decisions made by management of The Cedars Club (Steve Nusbaum, Director of Financial Services, and Sara Flynn-Loy, Executive Director).

The Cedars of Chapel Hill Condominium Association has established a Facilities Replacement Reserve. Amounts are contributed to the reserve so that funds will be available when common property is likely to be replaced. The contributions to the Reserve are based on an independent study of likely replacements of common property over the next 20 years and the study is updated every 5 years. The reserve funds are invested in Grade A government instruments, money market accounts, bank certificates of deposit or similar secure investments, with investment decisions made by management of The Cedars Club (Steve Nusbaum, Director of Finance, and Sara Flynn-Loy, Executive Director).

All investment decisions for The Cedars of Chapel Hill, LLC are made by Robert Woodruff, Manager and former CPA.

### **TAX DEDUCTION**

A percentage of the monthly payment may be included in a Member's tax return as a medical expense. In February of each year, the Company provides Members with the percentage of the prior year's monthly payment that has been determined to be attributable to medical costs. This medical deduction is, of course, subject to limitations imposed by the Internal Revenue Code and North Carolina tax code. It is advisable that the Member seek the advice of tax counsel regarding this deduction. Consult your tax advisor regarding deductibility of some or all of the Membership Fee.

### **FINANCING**

There is no debt as a result of borrowing owed by The Cedars of Chapel Hill Club, Inc. or The Cedars of Chapel Hill Condominium Association, the two operating entities. No assets of the Members or the Condominium Association can be encumbered without the approval of the Condominium Association's Board of Directors.

### **SIGNIFICANT ASSUMPTIONS USED IN FORECASTS**

The Cedars of Chapel Hill Club, Inc. (The Club) and The Cedars of Chapel Hill Condominium Association (The Association) are funded through monthly service fees and

condominium fees from Members. Forecasted costs are based on current costs of operations and anticipated increases.

**COMPARISON OF ACTUAL RESULTS FOR 2018 WITH FORECAST IN  
PREVIOUS DISCLOSURE STATEMENT**

See Exhibit B, attached, for a comparison of actual results for 2018 with the forecasted financial statements included in the May 31, 2018, Disclosure Statement. Variances of \$100,000 or more are explained in Exhibit B.

**EXHIBIT A**

**FINANCIAL STATEMENTS  
AND  
FORECASTED FINANCIAL STATEMENTS**

**The Cedars of Chapel Hill Club, Inc.**

**Financial Statements**

**For the Years Ended December 31, 2018 and 2017**



## INDEPENDENT AUDITOR'S REPORT

To the Members  
The Cedars of Chapel Hill Club, Inc.  
Chapel Hill, North Carolina

### Report on the Financial Statements

We have audited the accompanying financial statements of The Cedars of Chapel Hill Club, Inc. (a nonprofit organization), which comprise the balance sheets as of December 31, 2018 and December 31, 2017, and the related statements of operations and changes in member's equity and cash flows for the years then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility


Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Cedars of Chapel Hill Club, Inc. as of December 31, 2018 and 2017, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in United States of America.



Baldwin & Hodge, LLP  
Mount Olive, NC  
May 17, 2019

**The Cedars of Chapel Hill Club, Inc.**  
**Statements of Assets, Liabilities and Net Assets**  
**December 31,**

	2018	2017
<b>Assets</b>		
<b>Current Assets:</b>		
Cash	\$ (45,142)	\$ 23,953
Accounts Receivable	1,727,640	1,743,457
Inventory	81,110	86,658
Prepayments	333,320	114,556
Total Current Assets	<u>2,096,928</u>	<u>1,968,624</u>
<b>Operating Reserve Funds</b>	<u>3,708,935</u>	<u>3,667,869</u>
<b>Other Assets:</b>		
Remodel	292,784	55,183
Deposits	6,073	6,073
Total Other Assets	<u>298,857</u>	<u>61,256</u>
<b>Fixed Assets:</b>		
Machinery and Equipment, net	<u>-</u>	<u>-</u>
<b>Total Assets</b>	<u><u>\$ 6,104,720</u></u>	<u><u>\$ 5,697,749</u></u>
<b>Liabilities and Net Assets</b>		
<b>Current Liabilities:</b>		
Accounts Payable	<u>\$ 902,069</u>	<u>\$ 917,743</u>
<b>Other Liabilities:</b>		
Operating Reserve and Other Owner Deposits	3,708,110	3,662,323
Payable to The Cedars of CH Condo Association	601,410	401,345
Total Other Liabilities	<u>4,309,520</u>	<u>4,063,668</u>
Total Liabilities	<u>5,211,589</u>	<u>4,981,411</u>
<b>Net Assets:</b>		
Unrestricted	<u>893,131</u>	<u>716,338</u>
Total Net Assets	<u>893,131</u>	<u>716,338</u>
<b>Total Liabilities and Net Assets</b>	<u><u>\$ 6,104,720</u></u>	<u><u>\$ 5,697,749</u></u>

The accompanying notes are an integral part of these statements.

**The Cedars of Chapel Hill Club, Inc.**  
**Statements of Operations and Change in Unrestricted Net Assets**  
**For the Years Ended December 31,**

	2018	2017
<b>Revenues:</b>		
Residence Service Fees	\$ 7,345,432	\$ 7,053,118
Second Person Fees	1,485,713	1,401,209
Miscellaneous	168,002	149,176
	<u>8,999,147</u>	<u>8,603,503</u>
Health Center Revenue	3,043,294	3,100,468
Net Proceeds from Home Care/Clinic	393,675	374,432
Interest Income	<u>55,027</u>	<u>81,043</u>
<b>Total Revenues</b>	<b><u>\$ 12,491,143</u></b>	<b><u>\$ 12,159,446</u></b>
<b>Expenses:</b>		
General and Administrative:		
Wages	335,425	320,687
Payroll Taxes and Benefits	199,824	140,931
General Insurance	36,740	35,750
Legal and Professional Fees	12,218	18,879
Management Fees	497,149	492,337
Salaries and Benefits	192,232	173,452
Property Tax	3,569	5,085
Telephone	45,573	44,967
Other	335,458	343,038
Total General and Administrative	<u>1,658,188</u>	<u>1,575,126</u>
Plant:		
Wages	69,293	69,188
Payroll Taxes and Benefits	16,036	16,288
Maintenance and Repairs	35,128	39,666
Utilities	193,465	192,422
Other	19,564	21,353
Total Plant	<u>333,486</u>	<u>338,916</u>
Environmental Services:		
Wages	843,666	838,250
Payroll Taxes and Benefits	265,678	289,789
Other	121,594	120,910
Total Environmental Services	<u>1,230,938</u>	<u>1,248,949</u>

The accompanying notes are an integral part of these statements.

**The Cedars of Chapel Hill Club, Inc.**  
**Statements of Operations and Change in Unrestricted Net Assets**  
**For the Years Ended December 31,**

	2018	2017
<b>Expenses (continued):</b>		
Food and Beverage		
Wages	\$ 2,395,313	\$ 2,235,781
Payroll Taxes and Benefits	632,201	634,137
Food	1,323,085	1,221,750
Other	319,495	290,598
Total Food and Beverage	<u>4,670,094</u>	<u>4,382,266</u>
Health Center:		
Wages	2,610,144	2,544,056
Payroll Taxes and Benefits	616,107	662,535
Ancillaries	371,758	400,021
Other	231,310	224,881
Total Health Center	<u>3,829,319</u>	<u>3,831,493</u>
Resident Services:		
Wages	410,273	404,503
Payroll Taxes and Benefits	108,484	108,603
Other	73,568	71,985
Total Resident Services	<u>592,325</u>	<u>585,091</u>
Non Operating Capital Replacements	<u>-</u>	<u>186,458</u>
<b>Total Expenses</b>	<b><u>\$ 12,314,350</u></b>	<b><u>\$ 12,148,298</u></b>
<b>Change in Unrestricted Net Assets</b>	<b><u>\$ 176,793</u></b>	<b><u>\$ 11,149</u></b>
<b>Unrestricted Net Assets, Beginning of Year</b>	<b><u>716,338</u></b>	<b><u>705,189</u></b>
<b>Unrestricted Net Assets, End of Year</b>	<b><u>\$ 893,131</u></b>	<b><u>\$ 716,338</u></b>

The accompanying notes are an integral part of these statements.

**The Cedars of Chapel Hill Club, Inc.**  
**Statements of Cash Flows**  
**For the Years Ended December 31,**

	<b>2018</b>	<b>2017</b>
<b>Cash Flows From Operating Activities:</b>		
Change in Unrestricted Net Assets	\$ 176,793	\$ 11,149
Depreciation	-	-
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:		
Decrease (Increase) in Accounts Receivable	15,817	(97,155)
Increase in Operating Reserve Funds	(41,066)	(1,547)
Decrease in Other Assets	(450,817)	42,480
Decrease in Accounts Payable	(15,674)	(24,296)
Increase (Decrease) in Operating Reserve and Other Owner Deposits	45,787	(6,081)
Increase (Decrease) in Payable to Condominium Association	200,065	(26,980)
	(69,095)	(102,430)
<b>Net Cash Provided By Operating Activities</b>	<b>(69,095)</b>	<b>(102,430)</b>
<b>Net Change in Cash</b>	<b>\$ (69,095)</b>	<b>\$ (102,430)</b>
<b>Cash, Beginning of Year</b>	<b>23,953</b>	<b>126,383</b>
<b>Cash, End of Year</b>	<b>\$ (45,142)</b>	<b>\$ 23,953</b>

The accompanying notes are an integral part of these statements.

**The Cedars of Chapel Hill Club, Inc.**  
**Notes to Financial Statements**  
**For the Years Ended December 31, 2018 and 2017**

1. Summary of Significant Accounting Policies

This summary of significant accounting policies of The Cedars of Chapel Hill Club, Inc., (the Club) is presented to assist in understanding the Club's financial statements. The financial statements and notes are representations of the Club's management which is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

A. Nature of Business

The Cedars of Chapel Hill Club, Inc. (the Club) is a non-profit 501(c)(4) corporation organized September 10, 1999, under the laws of the State of North Carolina. The Club is engaged in the business of providing services to its Members as a continuing care retirement community in Chapel Hill, North Carolina.

Services provided include operation of the clubhouse and health center as well as food service, skilled nursing care, housekeeping, maintenance and other services to its Members for which it receives a monthly fee, or fees for services rendered in the case of skilled nursing care and home health services and certain other services.

The Club also provides management services to The Cedars of Chapel Hill Condominium Association (the Association), which is part of the continuing care retirement community structure. The Association provides for the maintenance, repair, replacement, administration, and operation of The Cedar's property.

B. Revenue and Expense Recognition

Revenues from the monthly fees are recognized as they are earned and expenses are recognized in the period they are incurred.

C. Initial Year of Operations

During the initial year of operation (calendar 2004) the developer, The Cedars of Chapel Hill, L.L.C., absorbed the excess of expenses over revenues as start-up losses and made contributions to the Club sufficient to cover the net loss. In 2005 the developer contributed an additional \$252,571.

D. Cash and Cash Equivalents

The Club considers all checking accounts and money market accounts to be cash and cash equivalents.

The amount on hand at any one time in the Club's checking and money market accounts may exceed the \$250,000 Federally insured limit.

The Club's statements of financial position and results of operations are measured using the United States dollar as the functional currency.

**The Cedars of Chapel Hill Club, Inc.**  
**Notes to Financial Statements**  
**For the Years Ended December 31, 2018 and 2017**

1. Summary of Significant Accounting Policies (continued)

E. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

2. Income Taxes

The Club has received a determination letter from the Internal Revenue Service that it is exempt from income taxes under Section 501(c)(4) of the Internal Revenue Code. Accordingly, there is no provision for income taxes.

3. Accounting for Uncertain Tax Positions

The Club evaluates all the tax positions individually without possibility of offset or aggregation with other tax positions. At each statement of financial position date, the Club considers the related facts, the technical merits based on legislation, statute, and precedents with the assumption that it will be subject to evaluation by the appropriate taxing authority having full knowledge of all such information. The tax positions will be measured based on management's best judgment of the amount the taxpayer would ultimately accept in settlement with the taxing authorities. The Club will recognize a liability (or refund receivable) in the financial statements for any unrecognized tax benefit representing potential tax obligation based on such evaluation of the tax positions. The Club will accrue interest expense at the statutory rate of interest on the difference between the tax position recognized and the tax position taken in the tax return. In addition, The Club will recognize an expense for any statutory penalties, if applicable, with regard to unrecognized tax positions. Any liability related to this assessment will not be combined with deferred tax assets or liabilities, where applicable. The Club will disclose in its financial statements the nature of uncertainties and events that may change the unrecognized benefits significantly over the next year, and the tax years that remain subject to examination by tax jurisdictions. At December 31, 2017 and 2016, no unrecognized tax benefits representing potential tax obligations were recorded. Tax years subsequent to 2011 remain subject to examination by major tax jurisdictions.

4. Allocations

Each year management reviews the allocations of revenue and expense between the Club and Condominium Association. Therefore, some line items are different from previous years due to changes in allocation.



**The Cedars of Chapel Hill Club, Inc.**  
**Notes to Financial Statements**  
**For the Years Ended December 31, 2018 and 2017**

5. Overhead Fees

The Cedars of Chapel Hill Club, Inc., collects fees from Members equal to 10% of the operating expenses of The Club and The Cedars of Chapel Hill Condominium Association and pays such amounts to the Sponsor of The Cedars, The Cedars of Chapel Hill, LLC. This amount is paid in return for the Sponsor retaining full responsibility for all debt related to design, development, marketing, construction and start-up of The Cedars. Such amounts are not reflected in the Statements of Operations and include \$1,920,827 and \$1,880,493 for 2018 and 2017, respectively.

6. Subsequent Events

The Cedars of Chapel Hill Club, Inc. has evaluated subsequent events through May 17, 2019, the date the financial statements were available to be issued.

**The Cedars of Chapel Hill Club, Inc.**  
**Forecasted Financial Statements**  
**For the Years Ended December 31, 2019 and 2023**  
**(See Accountant's Compilation Report)**



BALDWIN & HODGE, LLP

CERTIFIED PUBLIC ACCOUNTANTS

## REPORT ON COMPILATION – FORECAST

To the Members of  
The Cedars of Chapel Hill Club, Inc.  
Chapel Hill, North Carolina

Management is responsible for the accompanying forecasted statements of assets, liabilities, and net assets of The Cedars of Chapel Hill Club, Inc., and the related forecasted statements of operations and change in unrestricted net assets and forecasted statements of cash flows as of December 31, 2019 through 2023, for the years then ending, in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the forecasted financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these forecasted financial statements.

We have compiled the accompanying forecasted statements of assets, liabilities, and net assets and the related forecasted statements of operations and change in unrestricted net assets and forecasted statements of cash flows of The Cedars of Chapel Hill Club, Inc. as of December 31, 2019 through 2023, for the years then ending, in accordance with attestation standards established by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of a forecast information that is the representation of management and does not include the evaluation of the support for the assumptions underlying the forecast. We have not examined the forecast and, accordingly, do not express an opinion or any other form of assurance on the accompanying statements or assumptions. Furthermore, there will usually be differences between the forecasted and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. We have no responsibility to update the report for events and circumstances occurring after the date of this report.

  
Baldwin & Hodge, LLP  
Mount Olive, NC  
May 17, 2019

**The Cedars of Chapel Hill Club, Inc.**  
**Forecasted Statements of Assets, Liabilities and Net Assets**  
**For the Years Ending December 31, 2019 through 2023**  
See Accompanying Notes and Accountants' Compilation Report

	2019	2020	2021	2022	2023
<b>Assets</b>					
<b>Current Assets:</b>					
Cash	\$ 767,151	\$ 1,784,881	\$ 2,956,037	\$ 3,967,123	\$ 4,730,104
Accounts Receivable	1,744,916	1,762,365	1,779,989	1,797,789	1,815,767
Total Current Assets	<u>2,512,067</u>	<u>3,547,246</u>	<u>4,736,026</u>	<u>5,764,912</u>	<u>6,545,871</u>
<b>Operating Reserve Funds</b>	<u>3,801,658</u>	<u>3,896,699</u>	<u>3,994,116</u>	<u>4,093,969</u>	<u>4,196,318</u>
<b>Other Assets:</b>					
Inventory	89,220	98,142	107,956	118,752	130,627
Prepayment and Deposits	316,089	331,893	348,488	365,912	384,208
Total Other Assets	<u>405,309</u>	<u>430,035</u>	<u>456,444</u>	<u>484,664</u>	<u>514,835</u>
<b>Total Assets</b>	<u><b>\$ 6,719,034</b></u>	<u><b>\$ 7,873,980</b></u>	<u><b>\$ 9,186,586</b></u>	<u><b>\$ 10,343,545</b></u>	<u><b>\$ 11,257,024</b></u>
<b>Liabilities and Net Assets</b>					
<b>Current Liabilities:</b>					
Accounts Payable	<u>911,090</u>	<u>920,201</u>	<u>929,403</u>	<u>938,697</u>	<u>948,084</u>
Payable to The Cedars of CH Condo Association	423,246	675,982	1,068,870	1,453,014	1,674,538
Operating Reserve and Other Owner Deposits	<u>3,782,272</u>	<u>3,857,917</u>	<u>3,935,075</u>	<u>4,013,777</u>	<u>4,094,053</u>
<b>Total Liabilities</b>	<u>5,116,608</u>	<u>5,454,100</u>	<u>5,933,348</u>	<u>6,405,488</u>	<u>6,716,675</u>
<b>Net Assets:</b>					
Unrestricted	1,602,426	2,419,880	3,253,238	3,938,057	4,540,349
Temporarily Restricted	-	-	-	-	-
Total Net Assets	<u>1,602,426</u>	<u>2,419,880</u>	<u>3,253,238</u>	<u>3,938,057</u>	<u>4,540,349</u>
<b>Total Liabilities and Net Assets</b>	<u><b>\$ 6,719,034</b></u>	<u><b>\$ 7,873,980</b></u>	<u><b>\$ 9,186,586</b></u>	<u><b>\$ 10,343,545</b></u>	<u><b>\$ 11,257,024</b></u>

The accompanying notes are integral part of these statements.

**The Cedars of Chapel Hill Club, Inc.**  
**Forecasted Statements of Operations and Change in Unrestricted Net Assets**  
**For the Years Ending December 31, 2019 through 2023**  
See Accompanying Notes and Accountants' Compilation Report

	2019	2020	2021	2022	2023
<b>Revenues:</b>					
Residence Service Fees	\$ 7,763,987	\$ 8,035,727	\$ 8,357,156	\$ 8,649,656	\$ 8,952,394
Second Person Fees	1,548,905	1,603,117	1,667,242	1,633,897	1,666,575
Miscellaneous	150,902	156,184	161,650	167,308	173,164
	<u>9,463,794</u>	<u>9,795,028</u>	<u>10,186,048</u>	<u>10,450,861</u>	<u>10,792,133</u>
Interest Income	20,460	20,460	20,460	8,370	8,370
Health Center Revenue	3,746,533	4,495,840	4,653,194	4,816,056	4,984,618
Net Proceeds from Home Care/Clinic	197,044	203,941	211,078	218,466	226,113
	<u>197,044</u>	<u>203,941</u>	<u>211,078</u>	<u>218,466</u>	<u>226,113</u>
<b>Total Revenues</b>	<b>\$ 13,427,831</b>	<b>\$ 14,515,269</b>	<b>\$ 15,070,780</b>	<b>\$ 15,493,753</b>	<b>\$ 16,011,234</b>
<b>Expenses:</b>					
General and Administrative:					
Wages and Benefits	537,543	556,357	575,829	595,983	616,842
Legal and Professional	15,975	16,454	16,948	17,456	17,980
Management Fees	499,715	514,706	530,147	546,051	562,433
Management Salaries and Benefits	194,528	200,364	206,375	212,566	218,943
Other	438,373	296,055	293,831	299,813	309,477
Total General and Administrative	<u>1,686,134</u>	<u>1,583,936</u>	<u>1,623,130</u>	<u>1,671,869</u>	<u>1,725,675</u>
Plant:					
Wages and Benefits	96,433	101,255	104,799	108,467	112,263
Maintenance and Repairs	37,220	39,081	40,253	41,461	42,705
Utilities	203,682	215,903	226,698	238,033	249,935
Other	21,477	22,551	23,228	23,925	24,643
Total Plant	<u>358,812</u>	<u>378,790</u>	<u>394,978</u>	<u>411,886</u>	<u>429,546</u>
Environmental Services:					
Wages and Benefits	1,191,100	1,250,655	1,294,428	1,339,733	1,386,624
Other	135,572	139,639	143,828	148,143	152,587
Total Environmental Services	<u>1,326,672</u>	<u>1,390,294</u>	<u>1,438,256</u>	<u>1,487,876</u>	<u>1,539,211</u>
Food and Beverage					
Food	3,057,532	3,240,984	3,435,443	3,641,570	3,860,064
Wages and Benefits	1,347,588	1,414,967	1,464,491	1,515,748	1,568,799
Other	340,578	350,795	361,319	372,159	383,324
Total Food & Beverage	<u>4,745,698</u>	<u>5,006,746</u>	<u>5,261,253</u>	<u>5,529,477</u>	<u>5,812,187</u>
Health Center:					
Wages and Benefits	3,358,230	4,029,876	4,170,922	4,316,904	4,467,996
Other	540,892	573,346	590,546	608,262	626,510
Total Health Center	<u>3,899,122</u>	<u>4,603,222</u>	<u>4,761,468</u>	<u>4,925,166</u>	<u>5,094,506</u>
Resident Services:					
Wages and Benefits	573,218	593,281	614,046	635,538	657,782
Other	88,880	91,546	94,292	97,121	100,035
Total Resident Services	<u>662,098</u>	<u>684,827</u>	<u>708,338</u>	<u>732,659</u>	<u>757,817</u>
Capital Expenditures	40,000	50,000	50,000	50,000	50,000
<b>Total Expenses</b>	<b>\$ 12,718,536</b>	<b>\$ 13,697,815</b>	<b>\$ 14,237,422</b>	<b>\$ 14,808,934</b>	<b>\$ 15,408,942</b>
<b>Increase in Unrestricted Net Assets</b>	<b>709,295</b>	<b>817,454</b>	<b>833,358</b>	<b>684,819</b>	<b>602,292</b>
<b>Unrestricted Net Assets, Beginning of Year</b>	<b>893,131</b>	<b>1,602,426</b>	<b>2,419,880</b>	<b>3,253,238</b>	<b>3,938,057</b>
<b>Unrestricted Net Assets, End of Year</b>	<b>\$ 1,602,426</b>	<b>\$ 2,419,880</b>	<b>\$ 3,253,238</b>	<b>\$ 3,938,057</b>	<b>\$ 4,540,349</b>

The accompanying notes are integral part of these statements.

**The Cedars of Chapel Hill Club, Inc.**  
**Forecasted Statements of Cash Flow**  
**For the Years Ending December 31, 2019 through 2023**  
See Accompanying Notes and Accountants' Compilation Report

	2019	2020	2021	2022	2023
<b>Cash Flows From Operating Activities</b>					
Decrease in Unrestricted Net Assets	\$ 709,295	\$ 817,454	\$ 833,358	\$ 684,819	\$ 602,292
Adjustments to Reconcile to Actual Cash Flows					
Increase in Accounts Receivable	(17,276)	(17,449)	(17,624)	(17,800)	(17,978)
Increase in Other Assets	307,978	(24,726)	(26,409)	(28,220)	(30,171)
Net Change in Cedars Condo Assn Rec/Payable	(178,164)	252,736	392,888	384,144	221,524
Increase in Accounts Payable	9,021	9,111	9,202	9,294	9,387
Net Cash Provided by (Used in) Operating Activities	<u>830,854</u>	<u>1,037,126</u>	<u>1,191,415</u>	<u>1,032,237</u>	<u>785,054</u>
<b>Cash Flows From Non-Operating Activities</b>					
Increase (Decrease) in Op Reserve Deposits	(92,723)	(95,041)	(97,417)	(99,853)	(102,349)
Operating Reserve and Other Member Deposits	74,162	75,645	77,158	78,702	80,276
Net Cash Provided by (Used in) Non-Operating Activities	<u>(18,561)</u>	<u>(19,396)</u>	<u>(20,259)</u>	<u>(21,151)</u>	<u>(22,073)</u>
<b>Cash Flow From Investment Activities</b>					
Purchase of Machinery and Equipment	-	-	-	-	-
Net Cash Used in Investment Activities	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Net Change in Cash</b>	<b>\$ 812,293</b>	<b>\$ 1,017,730</b>	<b>\$ 1,171,156</b>	<b>\$ 1,011,086</b>	<b>\$ 762,981</b>
<b>Cash, Beginning of Year</b>	<b>(45,142)</b>	<b>767,151</b>	<b>1,784,881</b>	<b>2,956,037</b>	<b>3,967,123</b>
<b>Cash, End of Year</b>	<b><u>\$ 767,151</u></b>	<b><u>\$ 1,784,881</u></b>	<b><u>\$ 2,956,037</u></b>	<b><u>\$ 3,967,123</u></b>	<b><u>\$ 4,730,104</u></b>

The accompanying notes are integral part of these statements.

**The Cedars of Chapel Hill Club, Inc.**  
**Notes to Forecasted Financial Statements**  
**Years Ending December 31, 2019 through 2023**  
See Accountants' Compilation Report

1. Nature of the Forecasts

This financial forecast presents, to the best of management's knowledge and belief, the expected financial position, results of activities, and cash flows for the forecast periods. Accordingly, the forecast reflects management's judgment as of May 17, 2019, the date of the forecast, of the expected conditions and management's expected course of action. The assumptions disclosed herein are those that management believe are significant to the forecast. There will usually be differences between forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

2. Summary of Significant Accounting Policies

A. Nature of Business

The accompanying forecasted financial statements include the accounts of The Cedars of Chapel Hill Club, Inc. (The Club), a non-profit corporation organized under the laws of the State of North Carolina to operate a continuing care retirement community.

The Cedars of Chapel Hill Club, Inc. is organized to manage the various membership functions that are included in each owner's Membership Agreement. The Club manages the commonly owned property of The Cedars as well as provides services to Members in the clubhouse, health center and the residences. Life Care Services LLC, specialists in managing continuing care communities, has been retained to manage the daily operations of The Club.

B. Revenue Recognition

The Club's policy is to prepare its financial statements on the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when incurred.

The revenue and expense estimates have been calculated based upon expected occupancy and anticipated fill up rates. Service fees are based on the weighted average service fees for the villas, verandas and cottages and, together with second person fees and health center fees, are calculated based on the anticipated occupancy.

C. Cash and Cash Equivalents

All checking accounts and money market accounts are considered to be cash and cash equivalents.

The amount on hand at any one time in The Club's checking and money market accounts during the forecast period may exceed the \$250,000 Federally insured limit.

The forecasted statements of financial position and changes in net assets are measured using the United States dollar as the functional currency.

D. Operating Reserve Funds

Operating reserve funds include funds held pursuant to the requirements of the North Carolina Department of Insurance and the Membership Agreement.

E. Fixed Assets

At the time of closing, the purchaser of a condominium residence acquired not only the condominium, but also an undivided interest in all common property. Common property includes land, clubhouse, health center and all related machinery and equipment. Purchasers will retain the tax basis for their pro rata share of the common areas. Small amounts of machinery and equipment will be purchased and depreciated according to the corporation's capitalization policy.

**The Cedars of Chapel Hill Club, Inc.**  
**Notes to Forecasted Financial Statements**  
**Years Ending December 31, 2019 through 2023**  
See Accountants' Compilation Report

2. Summary of Significant Accounting Policies (Continued)

F. Financial Statement Presentation

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted assets, depending on the existence and/or nature of any donor restrictions.

Net assets of The Club and changes therein are classified and reported as follows:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets - The Club anticipates no temporarily restricted net assets.

Permanently restricted net assets - The Club anticipates no permanently restricted net assets.

3. Summary of Significant Forecast Assumptions

A. Operating Reserve Funds

Operating reserve funds include funds held pursuant to the requirements of the North Carolina Department of Insurance and the Membership Agreement.

Until a facility is at least 90% occupied, the reserve must be equal to 50% of the forecasted operating expenses for the following year. Once 90% occupancy is achieved, the reserve must be 25% of the forecasted operating expenses for the following year. The forecast assumes that as of December 31 of each year, more than 90% of the available residences will be occupied. Accordingly, the reserve includes \$9,000 for each projected occupied residence that will be contributed by the purchaser in accordance with the Membership Agreement. Further, additional amounts may be added to the reserve from time to time at the discretion of the Board of Directors.

B. Revenue Recognition

The revenue and expense estimates have been calculated based upon the expected occupancy and fill up.

Service fees, second person fees and health center fees are based on the expected fill up rate during the forecasted periods and have been determined based on the weighted average service fees/second person fees for the villa, veranda and cottage homes.

Interest income is based on a 1.0% rate of return on the operating cash and money market accounts.

C. Expenses

Salaries and wages have been projected based on anticipated staffing needs for The Club. When employees are shared between The Club and The Cedars of Chapel Hill Condominium Association, the compensation and benefits are allocated based on the anticipated time spent on the respective activities. The Condominium Association is the governing body for all issues related to the real estate aspects of the development.

Management fees represent a prorated amount of the cost for Life Care Services, LLC, which will manage the daily operations of The Club and The Condominium Association.

Maintenance, repairs and utilities have been projected based on anticipated need and usage.

Food costs are projected based on approximately one meal per day for residents and three meals per day for residents of the health center, plus costs for special resident events.



**The Cedars of Chapel Hill Club, Inc.**  
**Notes to Forecasted Financial Statements**  
**Years Ending December 31, 2019 through 2023**  
See Accountants' Compilation Report

3. Summary of Significant Forecast Assumptions (Continued)

Health center costs are based on anticipated usage of supplies and materials in delivering health care services.

The overhead fee is collected from Members and then paid to The Cedars of Chapel Hill, L.L.C. The fee is approximately 10% of total operating expenses of The Club and The Condominium Association before the overhead fee.

4. Income Taxes

The Cedars of Chapel Hill Club, Inc. has been organized as a non-profit Corporation under Internal Revenue Code Section 501(c)(4). As such, the Corporation will be exempt from Federal and State income taxes.

**THE CEDARS OF CHAPEL HILL CLUB, INC.**

**UNAUDITED FINANCIAL STATEMENTS**

**For the Three Months Ended March 31, 2019**

**The Cedars of Chapel Hill Club, Inc.**  
**Balance Sheet**  
**March 31, 2019**  
**(Unaudited)**

**Assets**

**Current Assets:**

Cash	\$ 62,251
Accounts Receivable	<u>1,688,121</u>
Total Current Assets	<u>1,750,372</u>

**Reserve Funds**

Operating and Other	3,753,646
Capital Replacement	<u>-</u>
Total Reserve Funds	<u>3,753,646</u>

**Other Assets:**

Inventory	81,110
Prepayments and Deposits	360,807
Insurance Claims Receivable	<u>264,049</u>
Total Other Assets	<u>705,966</u>

**Fixed Assets:**

Property and Equipment, Net

**Total Assets** \$ 6,209,984

**Liabilities and Net Assets**

**Current Liabilities:**

Accounts Payable and Accrued Liabilities \$ 988,140

**Payable to Cedars Condo Association** 333,837

**Other Liabilities:**

Operating Reserve and Other Owner Deposits 3,733,466

**Net Assets:**

Unrestricted 1,154,541

Restricted -

Total Net Assets 1,154,541

**Total Liabilities and Net Assets** \$ 6,209,984

**The Cedars of Chapel Hill Club, Inc.**  
**Statement of Cash Flow**  
**For the Three Months Ended March 31, 2019**  
(Unaudited)

<b>Cash Flows From Operating Activities:</b>	
Change in Unrestricted Net Assets	<u>\$ 261,410</u>
Depreciation	
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities	
Decrease (Increase) in Accounts Receivable	39,519
Increase (Decrease) in Operating Reserve Funds	(44,711)
Decrease (Increase) in Other Assets	7,321
Increase (Decrease) in Accounts Payable	86,071
Increase in Operating Reserve and Other Owner Deposits	25,356
Increase (Decrease) in Payable to Condo Association	<u>(267,573)</u>
Net Cash Provided by Operating Activities	<u>107,393</u>
<b>Net Change in Cash</b>	107,393
<b>Cash, Beginning of Period</b>	(45,142)
Transfer to Capital Replacement Reserve	<u>-</u>
<b>Cash, End of Period</b>	<u><u>\$ 62,251</u></u>

**The Cedars of Chapel Hill Club, Inc.**  
**Statement of Operations and Change in Unrestricted Net Assets**  
**For the Three Months Ended March 31, 2019**  
(Unaudited)

<b>Revenues:</b>	
Residence Service Fees	\$ 2,829,872
Health Center Revenue, net	(212,689)
Other Revenue	-
<b>Total Revenues</b>	<u>2,617,183</u>
<b>Expenses:</b>	
General and Administrative	653,081
Plant	82,540
Environmental services	306,610
Food and Beverage	1,150,335
Resident Services	163,207
Capital Replacements from Replacement Fund	-
<b>Total Expenses</b>	<u>2,355,773</u>
<b>Change in Unrestricted Net Assets</b>	261,410
<b>Unrestricted Net Assets, Beginning of Period</b>	893,131
Transfer to Restricted Net Assets	-
<b>Unrestricted Net Assets, End of Period</b>	<u>\$ 1,154,541</u>

**The Cedars of Chapel Hill Condominium Association**

**Financial Statements**

**For the Years Ended December 31, 2018 and 2017**



BALDWIN & HODGE, LLP

CERTIFIED PUBLIC ACCOUNTANTS

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
The Cedars of Chapel Hill Condominium Association  
Chapel Hill, North Carolina

### Report on the Financial Statements

We have audited the accompanying financial statements of The Cedars of Chapel Hill Condominium Association, which comprise the statements of assets, liabilities and net assets as of December 31, 2018 and December 31, 2017, and the related statements of operations and changes in unrestricted and restricted net assets and cash flows for the years then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Cedars of Chapel Hill Condominium Association as of December 31, 2018 and 2017, and the results of its operations and its cash flows for the year then ended in conformity with accounting principles generally accepted in United States of America.

## Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of estimated lives and estimated replacement costs on page 10 (Schedule 1) is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of the Company's management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

 Baldwin & Hodge, LLP

Mount Olive, NC  
May 17, 2019



**The Cedars of Chapel Hill Condominium Association**  
**Statements of Assets, Liabilities and Net Assets**  
**December 31,**

	2018	2017
<b>Assets</b>		
<b>Current Assets:</b>		
Cash - Replacement Reserve	\$ 2,404,221	\$ 3,057,794
Receivable from The Cedars of Chapel Hill Club, Inc.	601,410	401,345
Total Current Assets	3,005,631	3,459,139
<b>Total Assets</b>	<b>\$ 3,005,631</b>	<b>\$ 3,459,139</b>
<b>Liabilities and Net Assets</b>		
Total Liabilities	-	-
<b>Net Assets:</b>		
Restricted (Designated)	\$ 2,404,222	\$ 3,057,793
Unrestricted	601,409	401,346
Total Net Assets	3,005,631	3,459,139
<b>Total Liabilities and Net Assets</b>	<b>\$ 3,005,631</b>	<b>\$ 3,459,139</b>

The accompanying notes are an integral part of these statements.

**The Cedars of Chapel Hill Condominium Association**  
**Statements of Operations and Change in Unrestricted and Restricted Net Assets**  
**For the Years Ended December 31,**

	2018	2017
<b>Revenues:</b>		
Residence Service Fees	\$ 5,679,320	\$ 5,477,804
Developer and Office Condo Fees	21,893	21,336
Contributions from Related Party:		
The Cedars of Chapel Hill, LLC	309,915	-
Other	1,697	1,507
	<u>6,012,825</u>	<u>5,500,647</u>
Interest Income	33,727	49,672
	<u>33,727</u>	<u>49,672</u>
<b>Total Revenues</b>	<b><u>\$ 6,046,552</u></b>	<b><u>\$ 5,550,319</u></b>
<b>Expenses:</b>		
General and Administrative:		
Wages	274,438	262,380
Payroll Taxes and Benefits	163,493	115,308
Insurance	330,658	321,752
Legal and Professional Fees	12,218	18,879
Management Fees	304,704	301,755
Salaries and Benefits	157,281	141,915
Other Taxes	3,569	5,085
Telephone	27,932	27,560
Other	410,005	419,269
Total General and Administrative	<u>1,684,298</u>	<u>1,613,902</u>
Plant:		
Wages	623,638	622,688
Payroll Taxes and Benefits	144,328	146,589
Maintenance and Repairs	667,436	753,653
Utilities	773,858	769,687
Other	176,076	192,179
Total Plant	<u>2,385,336</u>	<u>2,484,796</u>
Environmental Services:		
Wages	210,917	209,563
Payroll Taxes and Benefits	66,420	72,447
Other	30,398	30,227
Total Environmental Services	<u>307,735</u>	<u>312,237</u>

The accompanying notes are an integral part of these statements.

**The Cedars of Chapel Hill Condominium Association  
Statements of Operations and Change in Unrestricted and Restricted Net Assets  
For the Years Ended December 31,**

	2018	2017
<b>Expenses (continued):</b>		
Capital Improvements	2,122,691	1,053,129
<b>Total Expenses</b>	<u>\$ 6,500,060</u>	<u>\$ 5,464,064</u>
<b>Change in Unrestricted Net Assets</b>	<u>\$ (453,508)</u>	<u>\$ 86,255</u>
Transfer from (to) Restricted Net Assets	653,571	(113,234)
<b>Unrestricted Net Assets, Beginning of Year</b>	<u>401,346</u>	<u>428,325</u>
<b>Unrestricted Net Assets, End of Year</b>	<u>\$ 601,409</u>	<u>\$ 401,346</u>
<b>Restricted Net Assets at Beginning of Year</b>	<u>\$ 3,057,793</u>	<u>\$ 2,944,559</u>
Transfer from (to) Unrestricted Net Assets	<u>(653,571)</u>	<u>113,234</u>
<b>Restricted Net Assets at End of Year</b>	<u>\$ 2,404,222</u>	<u>\$ 3,057,793</u>

The accompanying notes are an integral part of these statements.

**The Cedars of Chapel Hill Condominium Association  
Statements of Cash Flows  
For the Years Ended December 31,**

	<b>2018</b>	<b>2017</b>
<b>Cash Flows From Operating Activities:</b>		
Change in Unrestricted Net Assets	\$ (453,508)	\$ 86,255
Adjustments to reconcile to actual cash flows:		
Decrease (Increase) in Receivable from The Cedars of Chapel Hill Club, Inc.	(200,065)	26,980
Net Cash Provided By Operating Activities	(653,573)	113,235
 <b>Net Change in Cash</b>	 <b>\$ (653,573)</b>	 <b>\$ 113,235</b>
 <b>Cash - Replacement Reserve, Beginning of Year</b>	 <b>3,057,794</b>	 <b>2,944,559</b>
 <b>Cash - Replacement Reserve, End of Year</b>	 <b>\$ 2,404,221</b>	 <b>\$ 3,057,794</b>

The accompanying notes are an integral part of these statements.

**The Cedars of Chapel Hill Condominium Association**  
**Notes to Financial Statements**  
**For the Years Ended December 31, 2018 and 2017**

1. Summary of Significant Accounting Policies

This summary of significant accounting policies of The Cedars of Chapel Hill Condominium Association (the Association) is presented to assist in understanding the Association's financial statements. The financial statements and notes are representations of the Association's management which is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

A. Nature of Business

The Cedars of Chapel Hill Condominium Association (the Association) is a non-profit association organized December 7, 2001, under the laws of the State of North Carolina. The Association is made up of owners of condominiums in The Cedars continuing care retirement community.

The Association provides for the maintenance, repair, replacement, administration and operation of The Cedar's property.

B. Revenue and Expense Recognition

Revenues from the monthly service fees are recognized as they are earned and expenses are recognized in the period they are incurred.

C. Initial Year of Operations

During the initial year of operation (calendar 2004), the developer, The Cedars of Chapel Hill, L.L.C., absorbed the excess of expenses over revenues as start up losses and made contributions to the Association sufficient to cover the net loss. In 2005, the developer contributed an additional \$580,000.

D. Cash and Cash Equivalents

The Association considers all checking accounts and money market accounts to be cash and cash equivalents.

The Cedars of Chapel Hill Club, Inc. collects condominium fees on behalf of the Association and pays all expenses and charges. The Club retains any excess cash for the benefit of the Association.

The Association's statements of financial position and results of operations are measured using the United States dollar as the functional currency.

E. Property and Equipment

Property and equipment are stated at cost.

**The Cedars of Chapel Hill Condominium Association**  
**Notes to Financial Statements**  
**For the Years Ended December 31, 2018 and 2017**

1. Summary of Significant Accounting Policies (continued)

F. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

2. Income Taxes

The Cedars of Chapel Hill Condominium Association has been organized as a homeowners association under Internal Revenue Code section 528(c)(1). The Association will elect on an annual basis to be taxed as a regular corporation or as a homeowners association. Any fees collected from Members in excess of expenses can be deferred from taxation by an election approved by the membership.

3. Accounting for Uncertain Tax Positions

The Association evaluates all the tax positions individually without possibility of offset or aggregation with other tax positions. At each statement of financial position date, the Association considers the related facts, the technical merits based on legislation, statute, and precedents with the assumption that it will be subject to evaluation by the appropriate taxing authority having full knowledge of all such information. The tax positions will be measured based on management's best judgment of the amount the taxpayer would ultimately accept in a settlement with the taxing authorities. The Association will recognize a liability (or refund receivable) in the financial statements for any unrecognized tax benefit representing potential tax obligation based on such evaluation of the tax positions. The Association will accrue interest expense at the statutory rate of interest on the difference between the tax position recognized and the tax position taken in the tax return. In addition, The Association will recognize an expense for any statutory penalties, if applicable, with regard to unrecognized tax positions. Any liability related to this assessment will not be combined with deferred tax assets or liabilities, where applicable. The Association will disclose in its financial statements the nature of uncertainties and events that may change the unrecognized benefits significantly over the next year, and the tax years that remain subject to examination by tax jurisdictions. At December 31, 2017 and 2016, no unrecognized tax benefits representing potential tax obligations were recorded. Tax years subsequent to 2011 remain subject to examination by major tax jurisdictions.

**The Cedars of Chapel Hill Condominium Association**  
**Notes to Financial Statements**  
**For the Years Ended December 31, 2018 and 2017**

4. Net Assets

The Cedars of Chapel Hill Condominium Association has unrestricted net assets which are utilized for the operation of The Association. Restricted net assets are designated by the Board of Directors to be set aside for use in funding the Replacement Reserve, which is described in Schedule Number 1.

5. Allocations

Each year management reviews the allocations of revenue and expense between the Club and Condominium Association. Therefore, some line items are different from previous years due to changes in allocations.

6. Subsequent Events

The Club has evaluated subsequent events through May 17, 2019, the date the financial statements were available to be issued.

**The Cedars of Chapel Hill Condominium Association  
Supplementary Information  
For the Years Ended December 31, 2018 and 2017**

The Association's board of directors conducted a study in October 2012 to estimate the remaining useful lives and the replacement costs of the components of common property. Replacement costs were based on the estimated costs to repair or replace the common property components at the date of the study. Estimated current replacement costs have not been revised since that date and do not take into account the effects of inflation between the date of the study and the date that the components will require repair or replacement. The following information is based on the study and presents significant information about the components of common property.

<b>Components</b>	<b>Estimated Remaining Useful Life</b>	<b>Estimated Replacement Cost</b>	<b>Designated for Repairs &amp; Replacements 12/31/18</b>	<b>Designated for Repairs &amp; Replacements 12/31/17</b>
Site Improvements	1 to 30	\$ 1,325,170	\$ 218,237	\$ 97,085
Building Structure & Systems	3 to 30	13,645,865	1,651,370	679,709
Building MEP	4 to 40	10,084,940	44,887	17,550
Common Area Interiors & Finishes	7 to 35	4,024,891	81,370	62,447
Unit Improvements	1 to 15	616,666	-	-
Furniture, Fixtures & Equipment	3 to 30	10,337,692	126,827	196,338
<b>Total(s)</b>		<b>\$ 40,035,224</b>	<b>\$ 2,122,691</b>	<b>\$ 1,053,129</b>

See Auditor's Report



**The Cedars of Chapel Hill Condominium Association**

**Forecasted Financial Statements**

**For the Years Ended December 31, 2019 and 2023**

**(See Accountant's Compilation Report)**



BALDWIN & HODGE, LLP

CERTIFIED PUBLIC ACCOUNTANTS


## REPORT ON COMPILATION – FORECAST

To the Board of Directors  
The Cedars of Chapel Hill Condominium Association  
Chapel Hill, North Carolina

Management is responsible for the accompanying forecasted statements of assets, liabilities, and net assets of The Cedars of Chapel Hill Condominium Association, and the related forecasted statements of operations and change in unrestricted net assets and forecasted statements of cash flows as of December 31, 2019 through 2023, for the years then ending, in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the forecasted financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these forecasted financial statements.

We have compiled the accompanying forecasted statements of assets, liabilities, and net assets and the related forecasted statements of operations and change in unrestricted net assets and forecasted statements of cash flows of The Cedars of Chapel Hill Condominium Association (a non-profit organization) as of December 31, 2019 through 2023, for the years then ending, in accordance with attestation standards established by the American Institute of Certified Public Accountants. Management has elected to omit the Schedule of Future Replacement costs as supplementary Information as required by standards.

A compilation is limited to presenting in the form of a forecast information that is the representation of management and does not include the evaluation of the support for the assumptions underlying the forecast. We have not examined the forecast and, accordingly, do not express an opinion or any other form of assurance on the accompanying statements or assumptions. Furthermore, there will usually be differences between the forecasted and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. We have no responsibility to update the report for events and circumstances occurring after the date of this report.

  
Baldwin & Hodge, LLP  
Mount Olive, NC  
May 17, 2019

**The Cedars of Chapel Hill Condominium Association**  
**Forecasted Statements of Assets, Liabilities and Net Assets**  
**December 31, 2019 through 2023**  
See Accompanying Notes and Accountants' Compilation Report

	2019	2020	2021	2022	2023
<b>Assets</b>					
<b>Current Assets:</b>					
Cash - Replacement Reserve	\$ 1,716,535	\$ 1,916,535	\$ 1,916,535	\$ 2,216,535	\$ 2,716,535
Receivable from The Cedars of CH Club, Inc.	838,625	1,146,843	1,498,980	1,546,275	1,584,987
Total Current Assets	2,555,160	3,063,378	3,415,515	3,762,810	4,301,522
<b>Total Assets</b>	<b>\$ 2,555,160</b>	<b>\$ 3,063,378</b>	<b>\$ 3,415,515</b>	<b>\$ 3,762,810</b>	<b>\$ 4,301,522</b>
 <b>Liabilities and Net Assets</b>					
<b>Current Liabilities:</b>					
Accounts Payable	-	-	-	-	-
<b>Total Liabilities</b>	-	-	-	-	-
<b>Net Assets:</b>					
Unrestricted	838,625	1,146,843	1,498,980	1,546,275	1,584,987
Restricted (Designated)	1,716,535	1,916,535	1,916,535	2,216,535	2,716,535
Total Net Assets	2,555,160	3,063,378	3,415,515	3,762,810	4,301,522
<b>Total Liabilities and Net Assets</b>	<b>\$ 2,555,160</b>	<b>\$ 3,063,378</b>	<b>\$ 3,415,515</b>	<b>\$ 3,762,810</b>	<b>\$ 4,301,522</b>

The accompanying notes are integral part of these statements.

**The Cedars of Chapel Hill Condominium Association**  
**Forecasted Statements of Operations and Change in Unrestricted Net Assets**  
**For the Years Ending December 31, 2018 through 2021**  
See Accompanying Notes and Accountants' Compilation Report

	2019	2020	2021	2022	2023
<b>Revenues:</b>					
Residence Service Fees	\$ 5,725,309	\$ 5,954,321	\$ 6,162,722	\$ 6,378,417	\$ 6,601,662
Developer and Office Condo Fees	22,427	23,324	24,140	24,985	25,859
Contributions from Related Party:					
The Cedars of Chapel Hill, LLC	110,000	114,400	118,404	122,548	126,837
Other	1,524	1,577	1,632	1,689	1,748
	<u>5,859,260</u>	<u>6,093,622</u>	<u>6,306,898</u>	<u>6,527,639</u>	<u>6,756,106</u>
Interest Income	12,540	12,540	12,540	12,540	12,540
<b>Total Revenues</b>	<b>\$ 5,871,800</b>	<b>\$ 6,106,162</b>	<b>\$ 6,319,438</b>	<b>\$ 6,540,179</b>	<b>\$ 6,768,646</b>
<b>Expenses:</b>					
General and Administrative:					
Wages and Benefits	439,808	455,201	471,133	487,623	504,690
Insurance - General	339,574	349,761	360,254	371,062	382,194
Legal and Professional	15,975	16,454	16,948	17,456	17,980
Management Fees	306,277	315,465	324,929	334,677	344,717
Salaries and Benefits	159,159	163,934	168,852	173,918	179,136
Other	459,026	472,797	486,981	501,590	516,638
Total General and Administrative	<u>1,719,819</u>	<u>1,773,612</u>	<u>1,829,097</u>	<u>1,886,326</u>	<u>1,945,355</u>
Plant:					
Wages and Benefits	867,904	898,281	929,721	962,261	995,940
Maintenance and Repairs	707,180	728,395	750,247	772,754	795,937
Utilities	814,726	855,462	898,235	943,147	990,304
Other	193,288	199,087	205,060	211,212	217,548
Total Plant	<u>2,583,098</u>	<u>2,681,225</u>	<u>2,783,263</u>	<u>2,889,374</u>	<u>2,999,729</u>
Environmental Services:					
Wages and Benefits	297,775	308,197	318,984	330,148	341,703
Other	33,893	34,910	35,957	37,036	38,147
Total Environmental Services	<u>331,668</u>	<u>343,107</u>	<u>354,941</u>	<u>367,184</u>	<u>379,850</u>
Capital Improvements	1,687,687	800,000	1,000,000	1,050,000	905,000
<b>Total Expenses</b>	<b>\$ 6,322,272</b>	<b>\$ 5,597,944</b>	<b>\$ 5,967,301</b>	<b>\$ 6,192,884</b>	<b>\$ 6,229,934</b>
<b>Change in Unrestricted Net Assets</b>	<b>(450,472)</b>	<b>508,218</b>	<b>352,137</b>	<b>347,295</b>	<b>538,712</b>
<b>Transfer from (to) Restricted Net Assets</b>	<b>687,687</b>	<b>(200,000)</b>	<b>-</b>	<b>(300,000)</b>	<b>(500,000)</b>
<b>Unrestricted Net Assets, Beginning of Year</b>	<b>601,409</b>	<b>838,624</b>	<b>1,146,842</b>	<b>1,498,979</b>	<b>1,546,274</b>
<b>Unrestricted Net Assets, End of Year</b>	<b>\$ 838,624</b>	<b>\$ 1,146,842</b>	<b>\$ 1,498,979</b>	<b>\$ 1,546,274</b>	<b>\$ 1,584,986</b>
<b>Restricted Net Assets at Beginning of Year</b>	<b>\$ 2,404,222</b>	<b>\$ 1,716,535</b>	<b>\$ 1,916,535</b>	<b>\$ 1,916,535</b>	<b>\$ 2,216,535</b>
<b>Transfer from (to) Unrestricted Net Assets</b>	<b>(687,687)</b>	<b>200,000</b>	<b>-</b>	<b>300,000</b>	<b>500,000</b>
<b>Restricted Net Assets at End of Year</b>	<b>\$ 1,716,535</b>	<b>\$ 1,916,535</b>	<b>\$ 1,916,535</b>	<b>\$ 2,216,535</b>	<b>\$ 2,716,535</b>

The accompanying notes are integral part of these statements.

**The Cedars of Chapel Hill Condominium Association**  
**Forecasted Statements of Cash Flow**  
**For the Years Ending December 31, 2018 through 2021**  
See Accompanying Notes and Accountants' Compilation Report

	2019	2020	2021	2022	2023
<b>Cash Flows From Operating Activities</b>					
Increase in Unrestricted Net Assets	\$ (450,472)	\$ 508,218	\$ 352,137	\$ 347,295	\$ 538,712
Adjustments to Reconcile to Actual Cash Flows					
Net Change in Cedars Condo Assn Rec/Payable	(237,215)	(308,218)	(352,137)	(47,295)	(38,712)
Net Cash Provided by (Used in) Operating Activities	(687,687)	200,000	-	300,000	500,000
<b>Net Change in Cash</b>	<b>\$ (687,687)</b>	<b>\$ 200,000</b>	<b>\$ -</b>	<b>\$ 300,000</b>	<b>\$ 500,000</b>
<b>Cash - Replacement Reserve, Beginning of Year</b>	<b>2,404,222</b>	<b>1,716,535</b>	<b>1,916,535</b>	<b>1,916,535</b>	<b>2,216,535</b>
<b>Cash - Replacement Reserve, End of Year</b>	<b>\$ 1,716,535</b>	<b>\$ 1,916,535</b>	<b>\$ 1,916,535</b>	<b>\$ 2,216,535</b>	<b>\$ 2,716,535</b>

The accompanying notes are integral part of these statements.

**The Cedars of Chapel Hill Condominium Association**  
**Notes to Forecasted Financial Statements**  
**Years Ending December 31, 2019 through 2023**  
See Accountants' Compilation Report

1. Nature of the Forecasts

This financial forecast presents, to the best of management's knowledge and belief, the expected financial position, results of activities, and cash flows for the forecast periods. Accordingly, the forecast reflects management's judgment as of May 17, 2019, the date of the forecast, of the expected conditions and management's expected course of action. The assumptions disclosed herein are those that management believe are significant to the forecast. There will usually be differences between forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

2. Summary of Significant Accounting Policies

A. Nature of Business

The accompanying forecasted financial statements include the accounts of The Cedars of Chapel Hill Condominium Association (The Association), a non-profit association organized under the laws of the State of North Carolina to operate as the governing body for all issues related to the real estate aspects of the cottage, veranda, villa and penthouse homes and common properties in The Cedars of Chapel Hill.

The Association has contracted with The Cedars of Chapel Hill Club, Inc. (The Club) for it to manage the daily operations related to The Association's responsibilities.

North Carolina law requires that any condominium ownership that includes commonly owned property be subject to the North Carolina Condominium Act. Accordingly, The Cedars of Chapel Hill Condominium Association has been created to comply with state law regarding the management of commonly owned property.

B. Revenue Recognition

The Association's policy is to prepare its financial statements on the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when incurred.

C. Cash and Cash Equivalents

All checking accounts and money market accounts are considered to be cash and cash equivalents.

The amount on hand at any one time in The Association's checking and money market accounts during the forecast period may exceed the \$250,000 Federally insured limit.

The forecasted statements of financial position and changes in net assets are measured using the United States dollar as the functional currency.

D. Fixed Assets

At the time of closing, the purchaser of a condominium residence acquires not only the condominium, but also an undivided interest in all common property. Common property includes land, clubhouse, health center and all related fixtures and equipment. Purchasers will retain the tax basis for their pro rata share of the common areas. Accordingly, no property, plant and equipment is included on the forecast and no depreciation has been included on the statement of activities.

E. Financial Statement Presentation

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted, depending on the existence and/or nature of any donor restrictions.

Net assets of The Association and changes therein are classified and reported as follows:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations.

Restricted net assets - Net assets that are designated to fund the Replacement Reserve.

**The Cedars of Chapel Hill Condominium Association**  
**Notes to Forecasted Financial Statements**  
**Years Ending December 31, 2019 through 2023**  
See Accountants' Compilation Report

3. Summary of Significant Forecast Assumptions

A. Revenue Recognition

The revenue and expense estimates have been calculated based upon the expected occupancy and fill up during the forecasted periods.

Residential service fees are based on the weighted average condominium service fees for the cottage, villa, veranda, and penthouse homes and the anticipated occupancy.

B. Expenses

Salaries and wages have been projected based on anticipated staffing needs for The Association. When employees are shared between The Club and The Association, the compensation and benefits have been allocated based on the anticipated time spent on the respective activities. The Club is responsible for managing the commonly owned property of The Cedars as well as provide services to Members in the clubhouse, health center and the residences.

Management fees represent a prorated amount of the cost for Life Care Services, LLC, which will manage the daily operations of The Association and The Club.

Maintenance, repairs and utilities have been projected based upon anticipated need and usage.

Allocations to Replacement Reserve are intended to provide funds in the future to replace common property as necessary.

4. Income Taxes

The Cedars of Chapel Hill Condominium Association has been organized as a homeowners association under Internal Revenue Code section 528(c)(1). The Association will elect on an annual basis to be taxed as a regular corporation or as a homeowners association. Any fees collected from Members in excess of expenses can be deferred from taxation by an election approved by the membership.

**THE CEDARS OF CHAPEL HILL CONDOMINIUM ASSOCIATION**

**UNAUDITED FINANCIAL STATEMENTS**

**For the Three Months Ended March 31, 2019**



# The Cedars of Chapel Hill Condominium Association

## Balance Sheet

March 31, 2019

(Unaudited)

### Assets

#### **Current Assets:**

Cash	\$	-
Receivable from The Cedars of Chapel Hill Club, Inc.		333,837
Total Current Assets		<u>333,837</u>

#### **Reserve Funds**

Operating		-
Capital Replacement		2,247,000
Total Reserve Funds		<u>2,247,000</u>

#### **Other Assets:**

Inventory		-
Prepayments and Deposits		-
Total Other Assets		<u>-</u>

#### **Fixed Assets:**

Property and Equipment, Net		<u>-</u>
-----------------------------	--	----------

#### **Total Assets**

\$ 2,580,837

### Liabilities and Net Assets

#### **Current Liabilities:**

Accounts Payable and Accrued Liabilities	\$	<u>-</u>
--	----	----------

#### **Payable to Cedars Condo Association**

#### **Other Liabilities:**

Operating Reserve and Other Owner Deposits		<u>-</u>
--	--	----------

#### **Net Assets:**

Unrestricted		333,837
Restricted		2,247,000
Total Net Assets		<u>2,580,837</u>

#### **Total Liabilities and Net Assets**

\$ 2,580,837

**The Cedars of Chapel Hill Condominium Association**  
**Statement of Operations and Changes in Net Assets**  
**For the Three Months Ended March 31, 2019**  
(Unaudited)

**Revenues:**

Residence Service Fees	\$ 1,431,452
Health Center Revenue	-
Home Care/Clinic	-
Other Revenue	<u>42,163</u>

**Total Revenues** 1,473,615

**Expenses:**

General and Administrative	666,125
Plant	594,211
Environmental services	76,652
Food and Beverage	-
Resident Services	-
Health Center	-
Capital Replacements from Replacement Fund	<u>561,421</u>

**Total Expenses** 1,898,409

**Change in Unrestricted Net Assets** (424,794)

**Unrestricted Net Assets, Beginning of Period** 601,410

Transfer from Restricted Net Assets 157,221

**Unrestricted Net Assets, End of Period** \$ 333,837

**Restricted Net Assets, Beginning of Period** \$ 2,404,221

Transfer from Restricted Net Assets (157,221)

**Restricted Net Assets, End of Period** \$ 2,247,000

**The Cedars of Chapel Hill Condominium Association**  
**Statement of Cash Flow**  
**For the Three Months Ended March 31, 2019**  
(Unaudited)

<b>Cash Flows From Operating Activities:</b>	
Change in Unrestricted Net Assets	\$ (424,794)
Depreciation	
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities	
Decrease (Increase) in Accounts Receivable	-
Increase in Operating Reserve Funds	-
Decrease (Increase) in Other Assets	-
Increase (Decrease) in Accounts Payable	-
Increase in Operating Reserve and Other Owner Deposits	-
	-
Net Cash Provided by Operating Activities	(424,794)
<b>Cash Flows From Investing Activities:</b>	
Purchase of Property and Equipment	-
Sale of Machinery and Equipment	-
	-
	-
<b>Change in Intercompany Receivable</b>	<b>267,573</b>
Net Cash Provided by Investing Activities	267,573
<b>Net Change in Cash</b>	<b>(157,221)</b>
<b>Cash, Beginning of Period</b>	-
Transfer from Capital Replacement Reserve	157,221
<b>Cash, End of Period</b>	<b>\$ -</b>

**The Cedars of Chapel Hill, LLC**

**Financial Statements**

**For the Years Ended December 31, 2018 and 2017**

## INDEPENDENT AUDITOR'S REPORT

To the Members  
The Cedars of Chapel Hill, LLC  
Chapel Hill, North Carolina

### Report on the Financial Statements

We have audited the accompanying financial statements of The Cedars of Chapel Hill, LLC, which comprise the balance sheets as of December 31, 2018 and December 31, 2017, and the related statements of operations and changes in members' equity and cash flows for the years then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

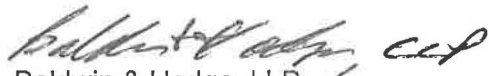
Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Cedars of Chapel Hill, LLC, as of December 31, 2018 and 2017, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in United States of America.



Baldwin & Hodge, LLP  
Mount Olive, NC  
May 17, 2019

**The Cedars of Chapel Hill, LLC**  
**Balance Sheets**  
**December 31,**

	2018	2017
<b>Assets</b>		
<b>Current Assets:</b>		
Cash and Cash Equivalents	\$ 835,907	\$ 420,794
Restricted Cash - Deposits in Escrow	147,625	122,125
Accounts Receivable and Prepaid Expenses	18,825	51,245
<b>Total Current Assets</b>	<u>1,002,357</u>	<u>594,164</u>
<b>Other Assets (Net of Depreciation and Amortization):</b>		
Marketing Office	365,071	375,211
Property, Equipment and Leasehold Improvements	15,230	22,203
Deferred Development Costs	3,692,718	132,036
<b>Total Assets</b>	<u><u>\$ 5,075,376</u></u>	<u><u>\$ 1,123,614</u></u>
<b>Liabilities and Member's Equity</b>		
<b>Current Liabilities:</b>		
Accounts Payable and Accrued Expenses	\$ 447,429	\$ 4,835
Deposits in Escrow	142,000	122,000
<b>Total Current Liabilities</b>	<u>589,429</u>	<u>126,835</u>
Deferred Revenue	-	-
Note Payable	4,097,509	-
<b>Total Liabilities</b>	<u>4,686,938</u>	<u>126,835</u>
<b>Member's Equity</b>	<u>388,438</u>	<u>996,779</u>
<b>Total Liabilities and Member's Equity</b>	<u><u>\$ 5,075,376</u></u>	<u><u>\$ 1,123,614</u></u>

The accompanying notes are an integral part of these statements.

**The Cedars of Chapel Hill, LLC**  
**Statements of Revenue and Expenses & Changes in Member's Equity**  
**For the Years Ending December 31,**

	2018	2017
<b>Revenue:</b>		
Sale of Homes	\$ -	\$ 1,000,000
Membership Fees	1,612,624	1,086,027
Overhead Fees	1,922,044	1,880,493
Commissions	839,040	661,519
	<u>                    </u>	<u>                    </u>
<b>Total Revenue</b>	<b>\$ 4,373,708</b>	<b>\$ 4,628,039</b>
<b>Cost of Sales</b>	<b>124,739</b>	<b>1,129,957</b>
	<u>                    </u>	<u>                    </u>
<b>Gross Profit (Loss)</b>	<b>4,248,969</b>	<b>3,498,082</b>
<b>Operating Expenses:</b>		
Marketing Compensation	450,709	462,834
Direct Marketing Costs	131,075	227,823
General and Administrative	599,485	591,280
Depreciation and Amortization	1,188,541	889,690
	<u>                    </u>	<u>                    </u>
<b>Total Operating Expenses</b>	<b>2,369,810</b>	<b>2,171,627</b>
<b>Income (Loss) from Operations</b>	<b>\$ 1,879,159</b>	<b>\$ 1,326,455</b>
	<u>                    </u>	<u>                    </u>
<b>Other Income (Expense)</b>		
Interest Income	-	-
Other	12,500	17,750
	<u>                    </u>	<u>                    </u>
<b>Total Other Income (Expense)</b>	<b>12,500</b>	<b>17,750</b>
	<u>                    </u>	<u>                    </u>
<b>Net Income (Loss)</b>	<b>\$ 1,891,659</b>	<b>\$ 1,344,205</b>
	<u>                    </u>	<u>                    </u>
<b>Beginning Member's Equity</b>	<b>996,779</b>	<b>1,952,574</b>
<b>Member Distributions</b>	<b>(2,500,000)</b>	<b>(2,300,000)</b>
	<u>                    </u>	<u>                    </u>
<b>Ending Member's Equity</b>	<b>\$ 388,438</b>	<b>\$ 996,779</b>
	<u>                    </u>	<u>                    </u>

The accompanying notes are an integral part of these statements.



**The Cedars of Chapel Hill, LLC**  
**Statements of Cash Flows**  
**For the Years Ending December 31,**

	<b>2018</b>	<b>2017</b>
<b>Cash Flow from Operating Activities:</b>		
Net Income (Loss)	\$ 1,891,659	\$ 1,344,205
Adjustments to Reconcile to Actual Cash Flows		
Depreciation and Amortization	1,188,541	889,690
Changes in Assets and Liabilities:		
(Increase) Decrease in:		
Accounts Receivable	32,420	43,869
Cash - Escrow	(25,500)	21,377
Lawsuit Escrow	-	-
Increase (Decrease) in:		
Accounts Payable and Accrued Expenses	442,594	(870)
Deposits in Escrow	20,000	(21,000)
Deferred Revenue	-	-
Net Adjustments	<u>1,658,055</u>	<u>933,066</u>
<b>Net Cash Provided by Operating Activities</b>	<b>3,549,714</b>	<b>2,277,271</b>
<b>Cash Flow from Investing Activities:</b>		
Sale (Purchase) of Property and Equipment	-	(20,992)
Deferred Development Costs	<u>(4,732,110)</u>	<u>(595,060)</u>
<b>Net Cash Used in Investing Activities</b>	<b>(4,732,110)</b>	<b>(616,052)</b>
<b>Cash Flow from Financing Activities:</b>		
Member Distributions	(2,500,000)	(2,300,000)
Notes Payable Proceeds	4,097,509	-
Notes Payable Repayments	<u>-</u>	<u>-</u>
<b>Net Cash (Used) in Financing Activities</b>	<b>1,597,509</b>	<b>(2,300,000)</b>
<b>Net Increase (Decrease) in Cash</b>	<b>\$ 415,113</b>	<b>\$ (638,781)</b>
<b>Cash at Beginning of Year</b>	<u>420,794</u>	<u>1,059,575</u>
<b>Cash at End of Year</b>	<u><u>\$ 835,907</u></u>	<u><u>\$ 420,794</u></u>

The accompanying notes are an integral part of these statements.

**The Cedars of Chapel Hill, LLC**  
**Notes to Financial Statements**  
**For the Years Ended December 31, 2018 and 2017**

1. Summary of Significant Accounting Policies

This summary of significant accounting policies of The Cedars of Chapel Hill, LLC (the Company) is presented to assist in understanding the Company's financial statements. The financial statements and notes are representations of the Company's management who is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

A. Nature of Business

The Company is a single member limited liability company organized August 6, 1999, under the laws of the State of North Carolina. The Company is engaged in the business of managing a continuing care retirement community in Chapel Hill, North Carolina and resale of homes through its wholly-owned subsidiary, The Cedars of Chapel Hill Realty Company, LLC.

The Company was responsible for all initial development, marketing and construction activities. As each residence was sold, fee simple title to the residence as a condominium, along with an undivided interest in the common areas, was transferred to the purchaser. A provision in the purchase agreement provides that when the residence is resold, the new buyer will pay to the Company a membership fee equal to ten percent of the purchase price of the home. In addition, if the Company sells the residence, the seller agrees to pay a real estate commission, which is currently six percent. See Note 9.

The Company provides management services to The Cedars of Chapel Hill Club, Inc. (the Club). The Club is a North Carolina not-for-profit corporation created to provide services to its members. These services include the operation of the clubhouse, the DuBose Health Center and the Home Care Agency. The Club collects from the Members and pays to the Company an Overhead Fee equal to ten percent of operating costs of the Club and the Condominium Association. See Note 9.

The Cedars of Chapel Hill Condominium Association (The Association) is organized as a North Carolina Homeowner's Association. All common property of the Cedars, including the clubhouse and health center, is owned by the condominium owners and the Board of Directors is made up of condominium owners. The Club serves as the administrative agent for The Association. The Association provides for the maintenance, repair, replacement and administration of The Cedar's property.

B. Revenue and Cost Recognition

Revenue is derived from the Membership Fee paid by each owner of a home at The Cedars or the person designated as a member by the purchaser. In addition, an overhead fee equal to 10% of the total Club and Condominium Association costs is collected by the Club from its members and paid to the Company. See Note 9.

C. Cash and Cash Equivalents

The Company considers all checking accounts and money market accounts to be cash and cash equivalents.

The amount on hand at any one time in the Company's checking and money market accounts may exceed the \$250,000 federally insured limit.

The Company's statements of financial position and results of operations are measured using the United States dollar as the functional currency.

1. Summary of Significant Accounting Policies (continued)

D. Property and Equipment

Property and equipment are stated at cost. Depreciation is calculated using straight line methods over the estimated useful lives of the respective assets.

E. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

F. Reclassifications

Certain amounts in the audit report for the year ended December 31, 2016 have been reclassified to conform with December 31, 2017 classifications.

2. Income Taxes

The Company has elected and its member has consented to be treated as a partnership for income tax purposes. The member reports the company's taxable income, losses, and other pass-through items on its income tax returns. Accordingly, no provision for income taxes has been provided.

3. Related Party Transactions

The Company has expensed management fees totaling \$374,400 in 2018 and \$374,400 in 2017 for services provided by Meadowmont Retirement Community, LLC.

4. Marketing Office

In 2014, one of the condominium homes owned by the Company was converted to a marketing office and will be depreciated over 39 years.

	2018	2017
Marketing Office	\$ 395,491	\$ 395,491
Accumulated Depreciation	30,420	20,280
Net	<u>\$ 365,071</u>	<u>\$ 375,211</u>

5. Property, Equipment and Leasehold Improvements

Property and equipment are being depreciated using straight-line methods over a 5-year estimated useful life. For the period ended December 31, 2018 and 2017 depreciation expense amounted to \$6,974 and \$9,790, respectively.

	2018	2017
Property, Equipment and Leasehold Improvements	\$ 66,194	\$ 66,194
Less Accumulated Depreciation	50,965	43,991
Net	<u>\$ 15,230</u>	<u>\$ 22,203</u>

6. Member's Equity

The Company is currently a single member limited liability company.

7. Restricted Cash - Deposits in Escrow

Deposits are made by purchasers at the time of signing a Resale Purchase and Sale Agreement. The deposits are refundable during a thirty (30) day rescission period. After this thirty day period the deposit becomes an earnest money deposit.

8. Open Tax Years

Tax years subsequent to 2011 remain subject to examination by major tax jurisdictions.

9. Lawsuit

In 2011, the Company, together with related entities, was named in a lawsuit filed by children of former Members contesting collection of Membership Fees when new people move into The Cedars and the annual Overhead Payment of 10% of the total of operating expenses for the Club and Condominium Association. In 2013, the suit was settled with a one-time payment of \$1,450,000 to the class plus \$100,000 per year to be paid to the Cedars Condominium Association beginning in 2016 (increasing each year by the percentage increase in Overhead Fees collected by the Company). The amount paid in 2018 and 2017 was \$106,915 and \$103,300, respectively, and is included in General and Administrative Expenses.

10. Deferred Development Costs

As a part of its original agreement with purchasers of homes, the Company agreed to expand Dubose Health Center to 84 beds when needed. Through December 31, 2018, \$5,742,717 of costs related to an expansion to 75 beds, net of amortization, is reflected on the balance sheet as Deferred Development Costs. It is anticipated that the total cost of this expansion will be approximately \$8,200,000, and the expansion will be completed in early 2019. The total cost of the expansion is being amortized on a straight-line basis over 7 years beginning April 2017.

	2018	2017
Deferred Development Costs	\$ 5,742,717	\$ 1,010,607
Less Accumulated Depreciation	2,049,999	878,571
Net	<u>\$ 3,692,718</u>	<u>\$ 132,036</u>

11. Subsequent Events

The Cedars of Chapel Hill, LLC has evaluated subsequent events through May 17, 2019, the date the financial statements were available to be issued.

**The Cedars of Chapel Hill, LLC**

**Forecasted Financial Statements**

**For the Years Ended December 31, 2019 through 2023**

**(See Accountant's Compilation Report)**



BALDWIN & HODGE, LLP

CERTIFIED PUBLIC ACCOUNTANTS

## REPORT ON COMPILATION – FORECAST

To the Members  
The Cedars of Chapel Hill, LLC  
Chapel Hill, North Carolina

Management is responsible for the accompanying forecasted balance sheets of The Cedars of Chapel Hill, LLC, and the related forecasted statements of operations and change in members' equity and forecasted statements of cash flows as of December 31, 2019 through 2023, for the years then ending, in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the forecasted financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these forecasted financial statements.

We have compiled the accompanying forecasted statements of assets, liabilities, and net assets and the related forecasted statements of operations and change in unrestricted net assets and forecasted statements of cash flows of The Cedars of Chapel Hill, LLC, as of December 31, 2019 through 2023, for the years then ending, in accordance with attestation standards established by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of a forecast information that is the representation of management and does not include the evaluation of the support for the assumptions underlying the forecast. We have not examined the forecast and, accordingly, do not express an opinion or any other form of assurance on the accompanying statements or assumptions. Furthermore, there will usually be differences between the forecasted and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. We have no responsibility to update the report for events and circumstances occurring after the date of this report.

Baldwin & Hodge, LLP  
Mount Olive, NC  
May 17, 2019

**The Cedars of Chapel Hill, LLC**  
**Forecasted Balance Sheets**  
**For the Years Ending December 31, 2019 through 2023**  
See Accompanying Notes and Accountants' Compilation Report

	2019	2020	2021	2022	2023
<b>Assets</b>					
<b>Current Assets:</b>					
Cash and Cash Equivalents	\$ 534,978	\$ 293,115	\$ 247,258	\$ 299,926	\$ 254,462
Restricted Cash - Deposits in Escrow	180,000	200,000	220,000	230,000	235,000
Accounts Receivable and Prepaid Expenses	30,000	30,000	30,000	30,000	30,000
<b>Total Current Assets</b>	<u>744,978</u>	<u>523,115</u>	<u>497,258</u>	<u>559,926</u>	<u>519,462</u>
<b>Other Assets (Net of Depreciation and Amortization):</b>					
Marketing Office	354,931	344,791	334,651	324,511	314,371
Property, Equipment and Leasehold Improvements	10,073	4,416	3,164	1,662	2,195
Deferred Development Costs	4,978,573	3,807,145	2,635,717	1,464,289	292,861
<b>Total Other Assets</b>	<u>5,343,577</u>	<u>4,156,352</u>	<u>2,973,532</u>	<u>1,790,462</u>	<u>609,427</u>
<b>Total Assets</b>	<u><b>\$ 6,088,555</b></u>	<u><b>\$ 4,679,467</b></u>	<u><b>\$ 3,470,790</b></u>	<u><b>\$ 2,350,388</b></u>	<u><b>\$ 1,128,889</b></u>
<b>Liabilities and Members' Equity</b>					
<b>Current Liabilities:</b>					
Accounts Payable and Accrued Expenses	\$ 20,000	\$ 25,000	\$ 30,000	\$ 35,000	\$ 40,000
Deposits in Escrow	175,000	195,000	215,000	225,000	230,000
<b>Total Current Liabilities</b>	<u>195,000</u>	<u>220,000</u>	<u>245,000</u>	<u>260,000</u>	<u>270,000</u>
Notes Payable to Affiliates	-	-	-	-	-
Notes Payable	6,043,751	4,719,681	3,337,265	1,893,932	386,998
<b>Total Liabilities</b>	<u>6,238,751</u>	<u>4,939,681</u>	<u>3,582,265</u>	<u>2,153,932</u>	<u>656,998</u>
<b>Members' Equity:</b>					
Members' Equity	(150,196)	(260,214)	(111,475)	196,456	471,891
<b>Total Members' Equity</b>	<u>(150,196)</u>	<u>(260,214)</u>	<u>(111,475)</u>	<u>196,456</u>	<u>471,891</u>
<b>Total Liabilities and Members' Equity</b>	<u><b>\$ 6,088,555</b></u>	<u><b>\$ 4,679,467</b></u>	<u><b>\$ 3,470,790</b></u>	<u><b>\$ 2,350,388</b></u>	<u><b>\$ 1,128,889</b></u>

The accompanying notes are an integral part of these statements.

**The Cedars of Chapel Hill, LLC**  
**Forecasted Statements of Operations & Changes In Members' Equity**  
**For the Years Ending December 31, 2019 through 2023**  
See Accompanying Notes and Accountants' Compilation Report

	2019	2020	2021	2022	2023
<b>Revenues:</b>					
Membership Fees	\$ 1,345,695	\$ 1,293,661	\$ 1,332,471	\$ 1,372,445	\$ 1,413,619
Overhead Fees	2,092,316	2,165,032	2,240,277	2,318,141	2,398,713
Commissions	740,132	711,514	732,859	754,845	777,490
<b>Total Revenues</b>	<b>\$ 4,178,143</b>	<b>\$ 4,170,207</b>	<b>\$ 4,305,607</b>	<b>\$ 4,445,431</b>	<b>\$ 4,589,822</b>
<b>Cost of Sales</b>	<b>105,000</b>	<b>108,150</b>	<b>111,395</b>	<b>114,736</b>	<b>118,178</b>
<b>Gross Profit (Loss)</b>	<b>\$ 4,073,143</b>	<b>\$ 4,062,057</b>	<b>\$ 4,194,212</b>	<b>\$ 4,330,695</b>	<b>\$ 4,471,644</b>
<b>Operating Expenses:</b>					
Marketing Compensation	464,230	478,157	492,502	507,277	522,495
Direct Marketing Costs	136,318	141,771	146,024	150,405	154,917
General and Administrative	617,470	635,994	655,073	674,726	694,967
Depreciation and Amortization	1,189,225	1,189,725	1,185,320	1,185,570	1,183,535
<b>Total Operating Expenses</b>	<b>2,407,244</b>	<b>2,445,646</b>	<b>2,478,918</b>	<b>2,517,978</b>	<b>2,555,914</b>
<b>Income (Loss) From Operations</b>	<b>\$ 1,665,899</b>	<b>\$ 1,616,411</b>	<b>\$ 1,715,294</b>	<b>\$ 1,812,717</b>	<b>\$ 1,915,730</b>
<b>Other Income (Expense):</b>					
Interest Expense	(217,033)	(238,929)	(179,055)	(117,286)	(52,795)
Other	12,500	12,500	12,500	12,500	12,500
<b>Total Other Income (Expense)</b>	<b>(204,533)</b>	<b>(226,429)</b>	<b>(166,555)</b>	<b>(104,786)</b>	<b>(40,295)</b>
<b>Net Income (Loss)</b>	<b>\$ 1,461,366</b>	<b>\$ 1,389,982</b>	<b>\$ 1,548,739</b>	<b>\$ 1,707,931</b>	<b>\$ 1,875,435</b>
<b>Beginning Member's Equity</b>	<b>388,438</b>	<b>(150,196)</b>	<b>(260,214)</b>	<b>(111,475)</b>	<b>196,456</b>
<b>Member Distributions</b>	<b>(2,000,000)</b>	<b>(1,500,000)</b>	<b>(1,400,000)</b>	<b>(1,400,000)</b>	<b>(1,600,000)</b>
<b>Ending Member's Equity</b>	<b>\$ (150,196)</b>	<b>\$ (260,214)</b>	<b>\$ (111,475)</b>	<b>\$ 196,456</b>	<b>\$ 471,891</b>

The accompanying notes are an integral part of these statements.



**The Cedars of Chapel Hill, LLC**  
**Forecasted Statements of Cash Flows**  
**For the Years Ending December 31, 2019 through 2023**  
See Accompanying Notes and Accountants' Compilation Report

	2019	2020	2021	2022	2023
<b>Cash Flow From Operating Activities</b>					
Net Income (Loss)	\$ 1,461,366	\$ 1,389,982	\$ 1,548,739	\$ 1,707,931	\$ 1,875,435
Adjustments to Reconcile to Actual Cash Flows					
Depreciation and Amortization	1,189,225	1,189,725	1,185,320	1,185,570	1,183,535
Changes in Assets and Liabilities (Increase) Decrease in:					
Accounts Receivable	(11,175)	-	-	-	-
Cash - Escrow	(32,375)	(20,000)	(20,000)	(10,000)	(5,000)
Increase (Decrease) in:					
Accounts Payable and Accrued Expenses	(427,429)	5,000	5,000	5,000	5,000
Deposits in Escrow	33,000	20,000	20,000	10,000	5,000
Net Adjustments	751,246	1,194,725	1,190,320	1,190,570	1,188,535
<b>Net Cash Provided by Operating Activities</b>	<b>2,212,612</b>	<b>2,584,707</b>	<b>2,739,059</b>	<b>2,898,501</b>	<b>3,063,970</b>
<b>Cash Flow From Investing Activities</b>					
Sale (Purchase) of Property and Equipment	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)
Deferred Development Costs	(2,457,283)	-	-	-	-
<b>Net Cash Used in Investing Activities</b>	<b>(2,459,783)</b>	<b>(2,500)</b>	<b>(2,500)</b>	<b>(2,500)</b>	<b>(2,500)</b>
<b>Cash Flow From Financing Activities</b>					
Member Distributions	(2,000,000)	(1,500,000)	(1,400,000)	(1,400,000)	(1,600,000)
Notes Payable Proceeds	2,902,491	-	-	-	-
Notes Payable Repayments	(956,249)	(1,324,070)	(1,382,416)	(1,443,333)	(1,506,934)
<b>Net Cash (Used) in Financing Activities</b>	<b>(53,758)</b>	<b>(2,824,070)</b>	<b>(2,782,416)</b>	<b>(2,843,333)</b>	<b>(3,106,934)</b>
<b>Net (Decrease) Increase in Cash</b>	<b>\$ (300,929)</b>	<b>\$ (241,863)</b>	<b>\$ (45,857)</b>	<b>\$ 52,668</b>	<b>\$ (45,464)</b>
<b>Cash at Beginning of Year</b>	<b>835,907</b>	<b>534,978</b>	<b>293,115</b>	<b>247,258</b>	<b>299,926</b>
<b>Cash at End of Year</b>	<b>\$ 534,978</b>	<b>\$ 293,115</b>	<b>\$ 247,258</b>	<b>\$ 299,926</b>	<b>\$ 254,462</b>

The accompanying notes are an integral part of these statements.

**The Cedars of Chapel Hill, LLC**  
**Notes to Forecasted Financial Statements**  
**Years Ending December 31, 2019 through 2023**  
See Accountants' Compilation Report

1. Nature of the Forecasts

This financial forecast presents, to the best of management's knowledge and belief, the expected financial position, results of activities, and cash flows for the forecast periods. Accordingly, the forecast reflects management's judgment as of April 13, 2018, the date of this forecast, of the expected conditions and management's expected course of action. The assumptions disclosed herein are those that management believe are significant to the forecast. There will usually be differences between forecasted and actual results because events and circumstances frequently do not occur as expected, and those differences may be material.

2. Deferred Development Costs

As part of its original agreement with purchasers of homes, the Company agreed to expand Dubose Health Center to 84 beds when needed. In 2016, the Company began a process to add a 30-bed expansion to the existing 48 bed facility in compliance with this obligation. It is anticipated that the total cost of this expansion will be approximately \$8,200,000, and the expansion will be completed in 2019. The total cost of the expansion is being amortized over 7 years beginning in April 2017.

The Company has an agreement to borrow \$7,000,000 from SunTrust Bank to be used for the expansion, and this loan will be paid over 5 years beginning in April 2019. The borrowing and repayment are reflected in the forecast.

3. Summary of Significant Accounting Policies

A. Nature of Business

The accompanying forecasted financial statements include the accounts of The Cedars of Chapel Hill, LLC (The Company) and its wholly owned subsidiary, The Cedars of Chapel Hill Realty Company, LLC, both limited liability companies organized under the laws of the State of North Carolina to engage in the business of developing, marketing and managing a residential community and health care center in Chapel Hill, North Carolina, and marketing resale homes. The managing member is The Cedars of Chapel Hill Development Company, LLC, with management delegated to two managers, Robert E. Woodruff and Roger L. Perry.

The Company was responsible for all initial development, marketing and construction activities. As each residence is sold, fee simple title to the residence as a condominium along with an undivided interest in the common areas is transferred to the purchaser. A provision in the purchase agreement provides that when the residence is resold, the new buyer will pay to The Company a Membership Fee equal to ten percent of the gross purchase price (including Membership Fee). In addition, if The Company sells the residence the seller agrees to pay a real estate commission, which is currently six percent.

The Company provides management services to The Cedars of Chapel Hill Club, Inc. (the Club). This Club is a North Carolina not-for-profit corporation created to provide services to its Members. These services include the operation of the clubhouse, the DuBose Health Center and the Home Care Agency. The Club collects from the Members and pays to The Company an Overhead Fee equal to ten percent of operating costs of the Club and the Condominium Association.

Operating expenses consist of administrative salaries and expenses, marketing costs and development and management fees paid to Meadowmont Retirement Community, LLC.

B. Cash and Cash Equivalents

The Company considers all checking accounts and money market accounts to be cash and cash equivalents.

The amount on hand at any one time in The Company's checking and money market accounts during the forecast period may exceed the \$250,000 Federally insured limit.

The Company's forecasted statements of financial position and results of operations are measured using the United States dollar as the functional currency.

C. Property and Equipment

Property and equipment is stated at cost and is depreciated using the straight-line method over the estimated useful life of the respective assets.

**The Cedars of Chapel Hill, LLC**  
**Notes to Forecasted Financial Statements**  
**Years Ending December 31, 2019 through 2023**  
See Accountants' Compilation Report

3. Summary of Significant Accounting Policies (Continued)

E. Escrow Deposits

The amounts shown as escrow funds due to purchasers represent the estimated deposits received and subsequently to be applied to the purchase price at closing or earnest money deposited by purchasers of resale homes.

4. Summary of Significant Forecast Assumptions

A. Member's Equity

Equity has been provided by the Company's sole member, The Cedars of Chapel Hill Development Company, LLC.

5. Income Taxes

The Company has elected and its member has consented to be treated as a partnership for income tax purposes. The Company's taxable income, its losses, and other pass-through items will be reported on the member's tax returns. Accordingly, no provision for income taxes has been included.

**THE CEDARS OF CHAPEL HILL, L.L.C.**

UNAUDITED FINANCIAL STATEMENTS

For the Three Months Ended March 31, 2019

**THE CEDARS OF CHAPEL HILL, L.L.C.**  
**Balance Sheets**  
**March 31, 2019**  
**(UNAUDITED)**

**ASSETS**

**Current Assets:**

Cash and Cash Equivalents	\$ 845,830
Restricted Cash - Deposits in Escrow	216,875
Accounts Receivable and Prepaid Expenses	<u>194,624</u>
Total Current Assets	1,257,329

**Other Asset (Net of Depreciation and Amortization):**

Marketing Office	362,536
Property and Equipment	13,486
Deferred Development Costs	<u>5,994,586</u>

Total Assets \$ 7,627,937

**LIABILITIES AND MEMBER'S EQUITY**

**Current Liabilities:**

Accounts Payable	\$ 840,401
Deposits in Escrow	<u>212,000</u>
Total Current Liabilities	<u>1,052,401</u>

**Construction Loan Payable** 7,000,000

**Member's Equity** (424,464)

**Total Liabilities and Member's Equity** \$ 7,627,937

These financial statement properly reflect the financial position and results of operations in accordance with GAAP as of the date indicated.

**THE CEDARS OF CHAPEL HILL, L.L.C.**  
**Statements of Revenue and Expenses & Changes in Member's Equity**  
**For the Three Months Ending March 31, 2019**  
**(UNAUDITED)**

<b>Revenue:</b>	
Sale of Homes	\$ -
Membership Fees	214,100
Overhead Fees	480,783
Commissions	<u>125,810</u>
<b>Total Revenue</b>	<b>820,693</b>
<b>Costs of Sales</b>	<u>56,679</u>
<b>Gross Profit (Loss)</b>	<u>764,014</u>
<b>Operating Expenses:</b>	
Marketing Compensation	106,859
Direct Marketing Costs	41,807
General and Administrative	135,365
Depreciation and Amortization	<u>297,135</u>
Total Operating Expenses	<u>581,166</u>
Income (Loss) from Operations	<u>182,848</u>
<b>Other Income</b>	
Interest Income	-
Other Income	<u>4,250</u>
Total Other Income	<u>4,250</u>
<b>Net Income (Loss)</b>	<u>187,098</u>
<b>Beginning Member's Equity</b>	388,438
<b>Member Distributions</b>	<u>(1,000,000)</u>
<b>Ending Member's Equity</b>	<u><u>\$ (424,464)</u></u>

**THE CEDARS OF CHAPEL HILL, L.L.C.**  
**Statements of Cash Flows**  
**For the Three Months Ending March 31, 2019**  
**(UNAUDITED)**

<b>Cash Flow from Operating Activities:</b>	
Net Income (Loss)	<u>\$ 187,098</u>
Adjustments to Reconcile to Actual Cash Flows	
Depreciation and Amortization	297,135
Changes in Assets and Liabilities:	
(Increase) Decrease in:	
Accounts Receivable	(175,799)
Cash - Escrow	(69,250)
Lawsuit Escrow	-
Increase (Decrease) in:	
Accounts Payable	392,972
Deposits in Escrow	70,000
Deferred Revenue	<u>-</u>
Net Adjustments	<u>515,058</u>
<b>Net Cash Provided by Operating Activities</b>	<u>702,156</u>
<b>Cash Flow from Investing Activities:</b>	
Deferred Development Costs Incurred	(2,594,724)
Sale (Purchase) of Property and Equipment	-
Construction Loan	<u>2,902,491</u>
<b>Net Cash (Used) in Investing Activities</b>	<u>307,767</u>
<b>Cash Flow from Financing Activities:</b>	
Member Distributions	<u>(1,000,000)</u>
<b>Net Cash (Used) in Financing Activities</b>	<u>(1,000,000)</u>
<b>Net (Decrease) Increase in Cash</b>	9,923
<b>Cash at Beginning of Year</b>	<u>835,907</u>
<b>Cash at End of Year</b>	<u><u>\$ 845,830</u></u>

**EXHIBIT B**

**COMPARISON OF ACTUAL RESULTS FOR 2018 WITH  
FORECAST IN PREVIOUS DISCLOSURE STATEMENT**



**The Cedars of Chapel Hill Club, Inc.**  
**Narrative of Material Differences Between 2018 Forecast and Actual**

Variances of \$100,000 between actual and forecasted results are considered material variances which are explained below

	<u>Forecast</u>	<u>Actual</u>	<u>Favorable (Unfavorable) Variance</u>	
<b>Revenues:</b>				
Residence Service Fees	\$ 6,896,296	7,345,432	449,136	Full occupancy and 3.5% rate increase. Fewer couples than forecasted and therefore lower second person fees.
Second Person Fees	1,497,339	1,485,713	(11,626)	
Miscellaneous	<u>156,842</u>	<u>168,002</u>	<u>11,160</u>	
<b>Total Service Fee Revenue</b>	<b>8,550,477</b>	<b>8,999,147</b>	<b>448,670</b>	
Health Center Revenues	3,222,402	3,043,294	(179,108)	Fewer Members in Health Center than projected due to more use of Home Care Agency.
Net Proceeds from Home Care/Clinic	349,414	393,675	44,261	
Interest Income	<u>13,640</u>	<u>55,027</u>	<u>41,387</u>	
<b>Total Revenues</b>	<b><u>12,135,933</u></b>	<b><u>12,491,143</u></b>		
<b>Expenses:</b>				
General and Administrative:				
Wages and Benefits	483,844	535,249	(51,405)	
Insurance - General	-	36,740	(36,740)	
Legal and Professional	17,375	12,218	5,157	
Management Fees	495,438	497,149	(1,711)	
Management Salaries and Benefits	190,650	192,232	(1,582)	
Other	<u>411,781</u>	<u>384,600</u>	<u>27,181</u>	
<b>Total General and Administrative</b>	<b><u>1,599,088</u></b>	<b><u>1,658,188</u></b>		
Plant:				
Wages and Benefits	84,883	85,329	(446)	
Maintenance and Repairs	37,795	35,128	2,667	
Utilities	185,054	193,465	(8,411)	
Other	<u>19,600</u>	<u>19,564</u>	<u>36</u>	
<b>Total Plant</b>	<b><u>327,332</u></b>	<b><u>333,486</u></b>		
Environmental Services:				
Wages and Benefits	1,219,917	1,109,344	110,573	Due to difficulty in finding qualified personnel.
Other	<u>131,600</u>	<u>121,594</u>	<u>10,006</u>	
<b>Total Environmental Services</b>	<b><u>1,351,517</u></b>	<b><u>1,230,938</u></b>		
Food and Beverage				
Food	1,221,945	1,323,085	(101,140)	Overage due to increase in average number of meals utilized by Members.
Wages and Benefits	2,807,988	3,027,514	(219,526)	Overage due to increase in average number of meals utilized by Members.
Other	<u>288,859</u>	<u>319,495</u>	<u>(30,636)</u>	
<b>Total Food &amp; Beverage</b>	<b><u>4,318,792</u></b>	<b><u>4,670,094</u></b>		
Health Center:				
Wages and Benefits	3,175,172	3,226,251	(51,079)	
Other	<u>674,122</u>	<u>603,068</u>	<u>71,054</u>	
<b>Total Health Center</b>	<b><u>3,849,294</u></b>	<b><u>3,829,319</u></b>		

	<u>Forecast</u>	<u>Actual</u>	<b>Favorable (Unfavorable) Variance</b>
<b>Resident Services:</b>			
Wages and Benefits	525,633	518,757	6,876
Other	72,310	73,568	(1,258)
Total Resident Services	<u>597,943</u>	<u>592,325</u>	
Capital Replacements and Improvements	25,500	-	25,500
<b>Total Expenses</b>	<u>12,069,466</u>	<u>12,314,350</u>	(244,884)
<b>Increase (Decrease) in Unrestricted Net Assets</b>	<u>66,467</u>	<u>176,793</u>	
<b>Assets</b>			
<b>Current Assets:</b>			
Cash	143,506	(45,142)	(188,648) Lower than forecasted due to timing of payments.
Accounts Receivable	1,662,765	1,727,640	64,875
Total Current Assets	<u>1,806,271</u>	<u>1,682,498</u>	
<b>Operating Reserve Funds</b>	<u>3,757,980</u>	<u>3,708,935</u>	(49,045)
<b>Other Assets:</b>			
Inventory	81,060	81,110	50
Prepayment and Deposits	242,822	632,177	389,355 Includes \$292,784 of insurance claims.
Total Other Assets	<u>323,882</u>	<u>713,287</u>	
<b>Fixed Assets:</b>			
Machinery and Equipment	-	-	-
<b>Total Assets</b>	<u>5,888,133</u>	<u>6,104,720</u>	
<b>Liabilities and Net Assets</b>			
<b>Current Liabilities:</b>			
Accounts Payable	951,459	902,069	(49,390)
<b>Other Liabilities:</b>			
Operating Reserve and Other Owner Deposits	3,741,771	3,708,110	(33,661)
Payable to Cedars Condo Assn	423,246	601,410	178,164 Difference due to timing of payments.
Total Other Liabilities	<u>4,165,017</u>	<u>4,309,520</u>	
Total Liabilities	<u>5,116,476</u>	<u>5,211,589</u>	
<b>Net Assets:</b>			
Unrestricted	771,657	893,131	121,474
Temporarily Restricted	-	-	-
Total Net Assets	<u>771,657</u>	<u>893,131</u>	121,474
<b>Total Liabilities and Net Assets</b>	<u>5,888,133</u>	<u>6,104,720</u>	

	<u>Forecast</u>	<u>Actual</u>	<b>Favorable (Unfavorable) Variance</b>
<b>Cash Flow From Operating Activities:</b>			
Increase(Decrease) in Unrestricted Net Assets	66,467	176,793	110,326
Adjustments to Reconcile to Actual Cash Flows:			
Increase (Decrease) in Accounts Receivable	(16,463)	15,817	32,280
(Increase) Decrease in Other Assets	(18,932)	86,853	105,785
Depreciation	-	-	-
Net Change in Cedars Condo Assn Receivable/Payable	(5,079)	200,065	205,144
Increase (Decrease) in Accounts Payable	9,420	(15,674)	(25,094)
Net Cash Provided By (Used In) Operating Activities	<u>35,413</u>	<u>463,854</u>	
<b>Cash Flow From Non-Operating Activities</b>			
Increase in Operating Reserve Deposits	(91,658)	(1,547)	90,111
Operating Reserve and Other Member Deposits	<u>73,368</u>	<u>(6,081)</u>	(79,449)
Net Cash Provided by (Used in) Non-Operating Activities	<u>(18,290)</u>	<u>(7,628)</u>	
<b>Cash Flow From Investment Activities</b>			
Purchase of Machinery and Equipment	<u>-</u>	<u>-</u>	-
Net Cash Used in Investment Activities	<u>-</u>	<u>-</u>	-
<b>Net Change in Cash</b>	17,123	456,226	
<b>Cash, Beginning of Year</b>	<u>126,383</u>	<u>126,383</u>	
<b>Cash, End of Year</b>	<u>143,506</u>	<u>582,609</u>	

**The Cedars of Chapel Hill Condominium Association**  
**Narrative of Material Differences Between 2018 Forecast and Actual**

Variations of \$100,000 between actual and forecasted results are considered material variances which are explained below

	<u>Forecast</u>	<u>Actual</u>	<b>Favorable (Unfavorable) Variance</b>	
<b>Revenues:</b>				
Residence Service Fees	5,623,861	5,679,320	55,459	
Developer and Office Condo Fees	20,944	21,893	949	
Contributions from Related Party	-	309,915	309,915	Contributions received from related party for future capital improvements.
Other	9,944	35,424	25,480	
Total Revenues	5,654,749	6,046,552		
<b>Expenses:</b>				
<b>General and Administrative:</b>				
Wages and Benefits	395,871	437,931	(42,060)	
Insurance - General	321,752	330,658	(8,906)	
Legal and Professional	17,375	12,218	5,157	
Management Fees	303,655	304,704	(1,049)	
Management Salaries and Benefits	155,986	160,850	(4,864)	
Other	439,353	437,937	1,416	
Total General and Administrative	1,633,992	1,684,298		
<b>Plant:</b>				
Wages and Benefits	763,942	767,966	(4,024)	
Maintenance and Repairs	718,105	667,436	50,669	
Utilities	740,218	773,858	(33,640)	
Other	176,405	176,076	329	
Total Plant	2,398,670	2,385,335		
<b>Environmental Services:</b>				
Wages and Benefits	304,979	277,337	27,642	
Other	32,900	30,398	2,502	
Total Environmental Services	337,879	307,735		
<b>Resident Services:</b>				
Wages and Benefits	-	-	-	
Other	-	-	-	
Total Resident Services	-	-		
Capital Replacement	597,242	2,122,691	(1,525,449)	Normal capital replacements plus replacements deferred in prior years.
Total Expenses	4,967,783	6,500,060		
Increase (Decrease) in Unrestricted Net Assets	686,966	(453,508)		

	<u>Forecast</u>	<u>Actual</u>	<b>Favorable (Unfavorable) Variance</b>
<b>Assets</b>			
Current Assets:			
Replacement Reserve	3,544,558	2,404,221	(1,140,337)
Receivable from Cedars Club	<u>515,201</u>	<u>601,410</u>	86,209
Total Assets	<u>4,059,759</u>	<u>3,005,631</u>	
<b>Liabilities and Net Assets</b>			
Replacement Reserve	-	-	
Total Liabilities	-	-	
Net Assets:			
Restricted	3,544,558	2,404,222	(1,140,336)
Unrestricted	<u>515,291</u>	<u>601,409</u>	86,118
Total Net Assets	<u>4,059,849</u>	<u>3,005,631</u>	(1,054,218)
Total Liabilities and Net Assets	<u>4,059,849</u>	<u>3,005,631</u>	(1,054,218)
<b>Cash Flow From Operating Activities:</b>			
Increase(Decrease) in Unrestricted Net Assets	686,966	(453,508)	(1,140,474)
Adjustments to Reconcile to Actual Cash Flows:			
Net Change in Cedars Club Receivable/Payable	<u>(86,966)</u>	<u>(200,065)</u>	(113,099)
Net Cash Provided By (Used In) Operating Activities	<u>600,000</u>	<u>(653,573)</u>	
Net Change in Cash	600,000	(653,573)	
Cash, Beginning of Year	<u>2,944,558</u>	<u>3,057,794</u>	
Cash, End of Year	<u>3,544,558</u>	<u>2,404,221</u>	

More capital replacements than forecasted due to capital replacements deferred in prior years.

More capital replacements than forecasted due to capital replacements deferred in prior years.

Primarily due to timing of replacements.

(1,140,474) Due to greater capital replacements than anticipated.

**The Cedars of Chapel Hill, L.L.C.**  
**Narrative of Material Differences Between 2018 Forecast and Actual**

Variances of \$100,000 or greater between actual and forecasted results are considered material variances which are explained below

	<u>Forecast</u>	<u>Actual</u>	<b>Favorable (Unfavorable) Variance</b>	
<b>Revenues:</b>				
Membership Fees	\$ 1,204,000	\$ 1,612,624	408,624	Projected Membership Fees from 28 re-sales of homes and had actual re-sales of 37.
Overhead Fees	1,945,800	1,922,044	(23,756)	
Commissions	<u>722,400</u>	<u>839,040</u>	116,640	Projected commissions from 28 re-sales of homes and had actual re-sales of 37.
<b>Total Revenues</b>	<b>3,872,200</b>	<b>4,373,708</b>		
<b>Cost of Sales</b>	<u>40,000</u>	<u>124,739</u>	84,739	
<b>Gross Profit</b>	<u>3,832,200</u>	<u>4,248,969</u>		
<b>Operating Expenses:</b>				
Marketing Compensation	476,719	450,709	26,010	
Direct Marketing Costs	236,936	131,075		
General and Administrative	609,535	599,485	10,050	
Depreciation and Amortization	1,188,757	1,188,541	216	
Maintenance, Laundry and Housekeeping	<u>-</u>	<u>-</u>		
Total Operating Expenses	<u>2,511,948</u>	<u>2,369,810</u>		
Income (Loss) From Operations	<u>1,320,252</u>	<u>1,879,159</u>		
<b>Other Income (Expense):</b>				
Interest Expense	-	-	-	
Interest Income	-	-	-	
Other Income (Expense)	<u>17,750</u>	<u>12,500</u>	(5,250)	
Total Other Income (Expense)	<u>17,750</u>	<u>12,500</u>		
<b>Net Income (Loss)</b>	<b>\$ 1,338,002</b>	<b>\$ 1,891,659</b>		

	<u>Forecast</u>	<u>Actual</u>	<b>Favorable (Unfavorable) Variance</b>
<b>Assets</b>			
<b>Current Assets:</b>			
Cash and Cash Equivalents	\$ 487,196	\$ 835,907	348,711 Net Income was 408,624 greater than projected.
Restricted Cash - Deposits in Escrow	160,000	147,625	(12,375)
Accounts Receivable	<u>30,000</u>	<u>18,825</u>	(11,175)
Total Current Assets	677,196	1,002,357	
<b>Other Assets:</b>			
Marketing Office	365,071	365,071	-
Property and Equipment		15,230	15,230
Deferred Development Costs	<u>6,149,929</u>	<u>3,692,718</u>	(2,457,211) Projected completion of construction of Health Center expansion but construction extended into 2019.
Total Assets	<u>\$ 7,192,196</u>	<u>\$ 5,075,376</u>	
<b>Liabilities and Member's Equity</b>			
Accounts Payable and Accrued Expenses	\$ 15,000	\$ 447,429	(432,429) Increase due to December construction costs being paid in January 2019.
Deposits in Escrow	<u>160,000</u>	<u>142,000</u>	18,000
Total Current Liabilities	175,000	589,429	
Deferred Revenue - Refundable	-	-	-
Deferred Revenue - Nonrefundable	-	-	-
Notes Payable to Affiliated Companies	-	-	-
Notes Payable	7,000,000	4,097,509	2,902,491 Projected completion of construction of Health Center expansion but construction extended into 2019.
Total Liabilities	<u>7,175,000</u>	<u>4,686,938</u>	
<b>Members' Equity:</b>			
Member's Equity - Unrestricted	34,782	388,438	(353,656) Net Income was 408,624 greater than projected.
Member's Equity - Restricted	<u>-</u>	<u>-</u>	
Total Member's Equity	<u>34,782</u>	<u>388,438</u>	
<b>Total Liabilities and Member's Equity</b>	<u>\$ 7,209,782</u>	<u>\$ 5,075,376</u>	

	<u>Forecast</u>	<u>Actual</u>	Favorable (Unfavorable) Variance
<b>CASH FLOW FROM OPERATING ACTIVITIES:</b>			
Net Income (Loss)	\$ 1,338,003	\$ 1,891,659	(553,656)
Adjustments to Reconcile to Actual Cash Flows			
Depreciaton and Amortization	1,188,757	1,188,541	216
Changes in Assets and Liabilities			
(Increase) Decrease in:			
Accounts Receivable	21,245	32,420	(11,175)
Deposits in Escrow	(37,875)	(25,500)	(12,375)
(Increase) Decrease in:			
Accounts Payable	10,165	442,594	(432,429)
Deposits in Escrow	38,000	20,000	18,000
Net Adjustments	<u>1,220,292</u>	<u>1,658,055</u>	
Net Cash Provided by Operating Activities	<u>2,558,295</u>	<u>3,549,714</u>	
<b>CASH FLOW FROM INVESTING ACTIVITIES:</b>			
Purchases of Property and Equipment	(2,500)	-	(2,500)
Deferred Development Costs	<u>(7,189,393)</u>	<u>(4,732,110)</u>	
Net Cash Used in Investing Activities	<u>(7,191,893)</u>	<u>(4,732,110)</u>	
<b>CASH FLOW FROM FINANCING ACTIVITIES</b>			
Member Distributions	(2,300,000)	(2,500,000)	200,000
Notes Payable Proceeds	7,000,000	4,097,509	2,902,491
Notes Payable Repayments	<u>-</u>	<u>-</u>	-
Net Cash Used in Financing Activities	<u>4,700,000</u>	<u>1,597,509</u>	
Net (Decrease) Increase in Cash	66,402	415,113	
Cash at Beginning of Year	<u>420,794</u>	<u>420,794</u>	
Cash at End of Year	<u>\$ 487,196</u>	<u>\$ 835,907</u>	

Increase due to December construction costs being paid in January 2019.

Projected completion of construction of Health Center expansion but construction extended into 2019.

200,000 Higher Net Income allowed for larger distribution than forecasted. Projected completion of construction of Health Center expansion but construction extended into 2019.



**EXHIBIT C**

**COMMUNITIES MANAGED BY LIFE CARE SERVICES  
LLC**

**EXHIBIT C**  
**SENIOR LIVING COMMUNITIES MANAGED**  
**BY LIFE CARE SERVICES**  
**AS OF 03/07/2019**

Alabama, Hoover – Danberry at Inverness  
Arizona, Chandler – Clarendale of Chandler  
Arizona, Peoria – Sierra Winds  
Arizona, Phoenix – Sagewood  
Arizona, Tempe (Phoenix) – Friendship Village of Tempe  
California, Carlsbad – LaCosta Glen and GlenBrook  
California, Cupertino – Forum at Rancho San Antonio, The  
California, Fullerton – Morningside of Fullerton and Park Vista  
California, Pleasanton – Stoneridge Creek Pleasanton and CreekView  
California, San Diego – Casa de las Campanas  
California, San Diego – Glen at Scripps Ranch, The  
California, San Juan Capistrano – Reata Glen  
California, San Rafael – Aldersly Garden Retirement Community  
California, Thousand Oaks – University Village at Thousand Oaks and Oak View  
Connecticut, Essex – Essex Meadows  
Connecticut, Mystic – StoneRidge  
Connecticut, Redding – Meadow Ridge  
Connecticut, Southbury – Pomperaug Woods  
Florida, Boca Raton – Toby & Leon Cooperman Sinai Residences of Boca Raton  
Florida, Celebration – Windsor at Celebration  
Florida, Naples – Bayshore Memory Care  
Florida, Naples – The Glenview at Pelican Bay  
Florida, Orlando – Gentry Park  
Florida, Palm City – Sandhill Cove  
Florida, Poinciana – Tuscan Isle  
Florida, Wesley Chapel – Beach House Assisted Living & Memory Care at Wiregrass Ranch  
Georgia, Columbus – Spring Harbor at Green Island  
Georgia, Cumming – Towne Club at Windermere  
Georgia, Evans – Brandon Wilde  
Georgia, Greensboro – Glen at Lake Oconee Village, The  
Georgia, Savannah – Marshes of Skidaway Island, The  
Georgia, Stone Mountain – Park Springs  
Hawaii, Honolulu – Hale Ola Kino  
Illinois, Addison – Clarendale of Addison  
Illinois, Algonquin – Clarendale of Algonquin  
Illinois, Chicago – Clare, The  
Illinois, Godfrey – United Methodist Village  
Illinois, Lincolnshire – Sedgebrook  
Illinois, Lincolnwood – Carrington at Lincolnwood, The  
Illinois, Long Grove – Arboria of Long Grove  
Illinois, Mokena – Clarendale of Mokena  
Illinois, Naperville – Monarch Landing  
Illinois, St. Charles – River Glen of St. Charles  
Illinois, Wheaton – Wyndemere  
Indiana, Carmel – Magnolia Springs at Bridgewater

Indiana, Greenwood (Indianapolis) – Greenwood Village South  
 Indiana, Indianapolis – Magnolia Springs Southpointe  
 Indiana, Indianapolis – Marquette  
 Indiana, North Manchester – Peabody Retirement Community  
 Indiana, Schererville – Clarendale of Schererville  
 Indiana, Terre Haute – Westminster Village  
 Indiana, West Lafayette – Westminster Village West Lafayette  
 Iowa, Ames – Green Hills Retirement Community  
 Iowa, Cedar Rapids – Cottage Grove Place  
 Kansas, Atchison – Dooley Center  
 Kansas, Bel Aire – Catholic Care Center  
 Kentucky, Florence – Magnolia Springs Florence  
 Kentucky, Lexington – Magnolia Springs Lexington  
 Kentucky, Louisville – Magnolia Springs East  
 Kentucky, Louisville – Magnolia Springs at Whipp's Mill  
 Maryland, Annapolis – Baywoods of Annapolis  
 Maryland, Columbia – Vantage House  
 Maryland, Pikesville (Baltimore) – North Oaks  
 Maryland, Timonium – Mercy Ridge  
 Maryland, Towson (Baltimore) – Blakehurst  
 Michigan, Battle Creek – NorthPointe Woods  
 Michigan, Dearborn – Henry Ford Village  
 Michigan, East Lansing – Burcham Hills  
 Michigan, Kalamazoo – Friendship Village  
 Michigan, Waterford – Canterbury on-the-Lake  
 Minnesota, Plymouth – Trillium Woods  
 Minnesota, Vadnais Heights – Gable Pines  
 Missouri, Higginsville – John Knox Village East  
 Missouri, Kansas City – Kingswood Senior Living Community  
 Missouri, St. Peters – Clarendale of St. Peters  
 Nebraska, Lincoln – Woodlands at Hillcrest, The  
 New Hampshire, Keene – Hillside Village  
 New Jersey, Bridgewater – Delaney of Bridgewater, The  
 New Jersey, Bridgewater – Laurel Circle  
 New Jersey, Lakewood – Harrogate  
 New York, Levittown – Village Green A Carlisle Assisted Living Community  
 New York, Patchogue – Village Walk Patchogue  
 New York, Purchase – Broadview – Senior Living at Purchase College  
 North Carolina, Chapel Hill – Cedars of Chapel Hill, The  
 North Carolina, Charlotte – Cypress of Charlotte, The  
 North Carolina, Durham – Croasdaile Village  
 North Carolina, Greensboro – WhiteStone  
 North Carolina, Greenville – Cypress Glen Retirement Community  
 North Carolina, Lumberton – Wesley Pines Retirement Community  
 North Carolina, Raleigh – Cypress of Raleigh, The  
 North Carolina, Wilmington – Plantation Village  
 Ohio, Dublin – Friendship Village of Dublin  
 Ohio, Elyria – Wesleyan Senior Living  
 Ohio, Mason – Magnolia Springs Loveland  
 Oklahoma, Bartlesville – Green Country Village  
 Oregon, Dallas – Dallas Retirement Village

Oregon, Salem – Capital Manor  
Pennsylvania, Reading – Heritage of Green Hills  
South Carolina, Greenville – Rolling Green Village  
South Carolina, Hilton Head Island – Bayshore on Hilton Head Island  
South Carolina, Hilton Head Island – Cypress of Hilton Head, The  
South Carolina, Sumter – Covenant Place  
Tennessee, Brentwood – Heritage at Brentwood, The  
Tennessee, Germantown – Gardens of Germantown, The  
Tennessee, Hendersonville – Clarendale at Indian Lakes  
Tennessee, Nashville – Clarendale at Bellevue Place  
Texas, Austin – Westminster  
Texas, Bedford – Parkwood Healthcare  
Texas, Bedford – Parkwood Retirement  
Texas, Dallas – Autumn Leaves  
Texas, Dallas – Monticello West  
Texas, Dallas – Signature Pointe  
Texas, Dallas – Walnut Place  
Texas, Georgetown – Delaney at Georgetown Village, The  
Texas, League City – Delaney at South Shore Harbour, The  
Texas, Lubbock – Carillon Senior LifeCare Community  
Texas, McKinney – Ivy of McKinney, The  
Texas, Richmond – Delaney at Parkway Lakes, The  
Texas, Temple – Meridian of Temple  
Texas, The Woodlands – Village at the Woodlands Waterway, The  
Texas, Victoria – Copperfield Village  
Texas, Victoria – Greatwood Homes of Victoria  
Texas, Waco – Delaney at Lake Waco, The  
Utah, Taylorsville – Summit Vista  
Vermont, White River – Village at White River Junction, The  
Virginia, Gainesville – Heritage Village Assisted Living and Memory Care  
Washington, Issaquah – Timber Ridge at Talus  
Wisconsin, Mequon – Newcastle Place  
Wisconsin, Milwaukee – Eastcastle Place

**EXHIBIT D**

**MEMBERSHIP AGREEMENT**



THE CEDARS  
OF CHAPEL HILL

**MEMBERSHIP AGREEMENT**

THIS AGREEMENT is executed as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between THE CEDARS OF CHAPEL HILL, L.L.C., a North Carolina limited liability company, whose address is 100 Cedar Club Circle, Chapel Hill, NC 27517 (hereinafter referred to as "the Company"), THE CEDARS OF CHAPEL HILL CLUB, INC. (hereinafter referred to as "the Club") and

\_\_\_\_\_ ,

Whose address is \_\_\_\_\_

\_\_\_\_\_ ,

(hereinafter referred to as the "Member").

**THIS AGREEMENT IS PART OF PURCHASE AND SALE AGREEMENT**

WHEREAS, Member has entered into a Purchase and Sale

Agreement for the purchase of \_\_\_\_\_

\_\_\_\_\_ ,  
(hereinafter referred to as "Residence") located in The Cedars of Chapel Hill Life Plan Community (also Continuing Care Retirement Community) located in Chapel Hill, Durham County and Orange County, North Carolina; or has been designated as a Member by a Purchaser and

**THIS AGREEMENT OUTLINES MEMBERSHIP RIGHTS AND SERVICES**

WHEREAS, the purchase of this Residence requires that it be coupled with the rights, privileges and responsibilities of Membership in The Club at The Cedars as hereinafter more fully described, to be utilized by the Owner or by the designee approved by The Club; and

WHEREAS, this Agreement outlines the Membership rights, obligations and services derived from the Membership.



NOW, THEREFORE, the parties hereby agree as follows:

**DEFINED TERMS**

1. Definitions. The following terms used herein are defined as follows:

- a. "The Cedars" shall mean and refer to The Cedars of Chapel Hill, a Life Plan Community (also Continuing Care Retirement Community) consisting of a club facility, health care facility and three types of residences which include detached cottages, veranda and villa residences, all being located upon property in Chapel Hill, Durham and Orange County, North Carolina.
- b. "The Club" shall mean and refer to The Cedars of Chapel Hill Club, Inc., a 501(c)(4) non-profit corporation, as the entity to carry out the plan of Membership as hereinafter set forth.
- c. "The Club Facilities" shall mean and refer to the Clubhouse, an approximately 40,000 square foot building including, but not limited to, a ballroom, kitchen, dining areas, game, craft and reading rooms, exercise areas, pool, limited offices and commercial leasable areas, and DuBose Health Center located on the site of and comprising an integral part of The Cedars.
- d. "Company" shall mean and refer to The Cedars of Chapel Hill, LLC, a North Carolina limited liability company.
- e. "Condominium" shall mean and refer to The Cedars of Chapel Hill Condominiums described in the Declaration of Condominium creating same.
- f. "DuBose Health Center" shall mean and refer to the approximate 35,000 square foot building



THE CEDARS  
OF CHAPEL HILL

consisting of 48 assisted living and skilled nursing beds located on the site of and comprising an integral part of The Cedars.

- g. "Member" shall mean and refer to the non-corporate party to this Agreement as hereinabove identified and shall likewise refer, in its generic context, to a person who has acquired a Membership, as hereinafter defined, and is therefore eligible for all rights of access to the Club Facilities.
- h. "Membership" shall mean and refer to that certain license or collection of rights, coupled with the corresponding responsibilities and obligations, associated with permanent residency within The Cedars which is available to persons age sixty two (62) and over who meet the various requirements set forth in this Membership Agreement.
- i. "Membership Fee" shall mean and refer to that certain fee paid by a purchaser for a Membership as more particularly described in Paragraph 3.
- j. "Monthly Payment" shall mean and refer to the payment which covers the cost of the various services provided to Members by The Club as more particularly described herein, and also includes the monthly contribution for The Cedars of Chapel Hill condominium fees.
- k. "Owner" shall mean and refer to a person, firm, corporation, partnership, association, trust or other legal entity which owns a Residence in The Cedars.
- l. "Qualified Appraisal" shall mean and refer to an appraisal conducted by a qualified appraiser agreed upon by the Company and the Owner. In





THE CEDARS  
OF CHAPEL HILL

the event the Company and the Owner cannot agree upon the selection of an appraiser, each party shall designate an appraiser and the appraisers so designated shall select a third appraiser and all three appraisers shall set a value for the Residence in question. In the event there is disagreement as to value among the appraisers, the value shall be set at the greater of (i) the original purchase price of the Residence; or (ii) the average of the three appraisals.

- m. "Residence" shall mean and refer to that certain veranda, villa or cottage in the Condominium and, when used in its generic sense, denoting any cottage, veranda or villa located within The Cedars.

**CEDARS IS A LIFE  
PLAN  
(CONTINUING  
CARE  
RETIREMENT)  
COMMUNITY**

2. Statement of Background. The Cedars is a Life Plan Community (also known as Continuing Care Retirement Community) located in Chapel Hill, North Carolina, which offers the opportunity of ownership of real property in a villa, veranda or cottage Residence for use by persons age sixty (60) and older, accompanied by a Membership which allows the Member access to the Club Facilities located on-site. The Cedars is not affiliated with any religious, charitable or other non-profit organizations.

**ALL CEDARS  
RESIDENTS MUST  
BE MEMBERS**

3. Required Membership: Membership Fee. All Owners of Residences at The Cedars are required to purchase a non-refundable and non-transferable Membership for their use or for use by their approved designee simultaneously with the purchase of the Residence. The Residence Owner or the designee, as applicable, shall be the holder of the Membership. The Membership entitles the Member to use the Club Facilities and gives the Member the right to live in the nursing care facility when no longer capable of independent living as hereinafter more fully provided. The cost of Membership (herein referred to as the Membership Fee) is equal to ten percent (10%) of the Purchase Price of the Residence as stated in the Purchase and Sale Agreement and is payable to the Company at or prior to closing on the purchase of a Residence. The Membership Fee is

**MEMBERSHIP FEE  
IS 10% OF  
PURCHASE PRICE  
OF RESIDENCE**



THE CEDARS  
OF CHAPEL HILL

**WILL BE  
ADDITIONAL  
MEMBERSHIP FEE**

solely for the Member's personal participation in The Club and does not provide Membership in The Club for any Purchaser of Member's Residence except as provided in Paragraph 5 or any subsequent user of the Residence. In the event that a person who is not the original or original designated Member (including any subsequent spouse of the designated Member) wishes to reside in the Residence, they will be required to apply for Membership in The Club, and must pay an additional Membership Fee to the Company at the then current rates in accordance with Paragraph 13 (c) below. See Schedule A for the Membership Fee for this Member.

**MEMBERSHIP IS  
NON-REFUNDABLE  
AND NON-  
TRANSFERABLE**

4. Membership Non-Refundable and Non-Transferable. The Membership is personal to the Owner or an approved designee and is non-refundable and non-transferable. In those circumstances where an Owner is the occupant of a Residence in The Cedars, the Membership will expire when that person or those persons sell or otherwise dispose of the Residence or no longer occupy the Residence. In the case of an Owner who acquires a Residence to be used by someone else, that circumstance is governed by the provisions of Paragraph 6 hereinafter.

**RESALE OF  
RESIDENCE  
REQUIRES  
MEMBERSHIP FEE  
TO BE PAID BY  
BUYER**

5. Resale of Residences. Upon resale of a Residence, a Membership Fee for the Purchaser of that Residence will be assessed based on the purchase price of the Residence. The Membership Fee is separate from the purchase price of the Residence and shall be paid to the Company at closing pursuant to the terms of the purchase agreement. Any real estate commission due in connection with the resale of a Residence shall be based upon the purchase price of the Residence.

In the event the Owner gives or wills the Residence to a family member, or to anyone else, the Membership Fee to be paid to the Company shall be agreed upon between the Owner and the Company or be based on the fair market value of the Residence determined by a Qualified Appraisal when the gift or devise is made and the Residence is transferred, with the cost of the appraisal being borne solely by the transferring Member.



**WHEN MEMBER IS  
NOT THE OWNER**

6. Provisions Applicable Where Member is Not the Owner. In those circumstances where an Owner has acquired a Residence to be used by someone else, that Owner must designate the person or persons who shall use the Membership and it must be done at the time the Residence is purchased. A Membership Fee must be paid by or on behalf of the designee. The designee must meet the eligibility requirements for Membership in The Cedars, must be approved by The Club and must have complied with the provisions of Paragraph 7 hereof regarding assurances with respect to the Monthly Payment. In this instance the Membership expires when the designee ceases to use the Membership by no longer occupying the Residence or DuBose Health Center. Any subsequent users of the Residence, including the Owner, must acquire a Membership for their use prior to occupying such Residence. Since under these circumstances there is no sales price to use in establishing what the cost of the Membership would be, The Membership Fee shall be agreed upon by the Owner and the Company or the value of the Residence shall be established by determining the gross fair market value of the Residence by a Qualified Appraisal as defined herein, with the cost of any appraisals being borne solely by the transferring Member. If appraisal method is used, the Membership Fee will be assessed at 10% of the fair market value of the Residence.

This procedure regarding change of Member due to circumstances other than a sale of the Residence shall be followed with regard to each subsequent user until there is a resale of the Residence, in which event the provisions of Paragraph 5 shall apply.

If the Member is not the Owner of the Residence, the Member shall be considered jointly and severally responsible for the Monthly Payment and the Owner shall likewise be jointly and severally responsible for the Monthly Payment with the Member. In such circumstance the Owner shall execute a guaranty agreement in a form approved by The Club further evidencing this joint and several responsibility.

The provisions of this Paragraph 6 also apply to individuals who qualify for Membership and move into a Residence with an existing Member, whether through marriage or other arrangements.



THE CEDARS  
OF CHAPEL HILL

**MONTHLY  
PAYMENT  
INCLUDES CEDARS  
SERVICES AND  
CONDOMINIUM  
FEES**

7. Monthly Payment. All Members shall be responsible for a Monthly Payment which covers the cost of the various services provided to Members by The Club as more particularly described herein, and also includes the monthly contribution for The Cedars of Chapel Hill Condominium for the Residence owned or occupied by the Member (the "Condominium Fee"). See attached Schedule A for Monthly Fee for the current year,

**MONTHLY  
PAYMENT HAS  
MAXIMUM  
INCREASE**

The Monthly Payment includes the Condominium Fee of the Residence owned or occupied by the Member and the costs of services and facilities provided to Members by The Club as described herein. There will be a cap on future increases in the cost of services and features provided by The Club for operating costs. With respect to services provided by The Club, the formula for determining the maximum increase permitted for that portion of the Monthly Payment will be based on the higher of: (1) the annual percentage increase of the Consumer Price Index, U.S. City Average, All Items (1967-100)(hereinafter "C.P.I.") issued by the U.S. City Average, Labor Statistics in its monthly report entitled "The Consumer Price Index, U.S. City Average and Selected Areas," or (2) the annual percentage increase of the Medical Care Component of the C.P.I. An additional three (3%) percent may be added to the higher of the annual percentages. The Member shall receive sixty (60) days advance notice of any Monthly Payment adjustment.

**OVERHEAD FEE**

The annual gross operating costs include a corporate overhead payment to the Company which will be limited to ten percent (10%) of the actual total operating and administrative costs of The Club and the Condominium.

**CONDOMINIUM  
FEE**

As mentioned above, one component of the Monthly Payment is the monthly Condominium Fee due to the Condominium Association for the Residence owned or occupied by the Member. The Condominium Fee will be based on budgeted costs as shown in the annual operating budget of the Condominium formulated and adopted in accordance with the Bylaws of the Condominium Association. Each Member of the Club resides in a Residence which is a part of the Condominium. The monthly Condominium Fee will be assessed as a cost of operation based on the percentage of interest ownership in the common elements of the Condominium. The Condominium Fee is an additional charge which is a separate cost from the operation of The

Club and is made a part of the Monthly Payment as previously indicated as a convenience to the Members so that the Members will have to make only one payment.

**OPTIONAL  
SERVICES  
AVAILABLE FOR  
ADDITIONAL COST**

The Monthly Payment encompasses payment for the services and features outlined herein which are available to all Members. Members will be required to pay additional charges for any repair and/or maintenance of “custom changes” including “non-standard” appliances as set forth in the Declaration of Condominium, and for optional services requested as provided in Sections 8 and 9 herein. The Monthly Payment will be payable on the first day of each month, in advance, and it, together with additional charges for optional services obtained during the preceding month, will be due by the tenth day of the month. The Member’s responsibility for the Monthly Payment shall commence on the closing date for purchase of the Residence.

**SERVICES  
INCLUDED IN  
MONTHLY  
PAYMENT**

The following services and features are included in the Monthly Payment:

**MEALS**

a. Meals. One meal credit for each day of the month.

**HOUSEKEEPING**

b. Weekly Housekeeping. Housekeeping services will include cleaning and dusting the interior of the Residence, with vacuuming, on a weekly basis.

**LAUNDRY**

c. Weekly Flat Laundry. The weekly flat laundry service includes sheets, pillowcases, towels, face cloths and dishcloths. The flat laundry will be washed, dried, folded and returned at the next scheduled housekeeping visit.

**GROUNDS CARE**

d. Grounds Care. The Club’s lawns, trees and shrubs will be maintained as well as the parking areas, walks and exercise trails.

**CLUB ACTIVITIES**

e. Club Activities. Activities of The Club will include social, cultural and recreational activities for those who wish to participate. The Director of Programs will be



THE CEDARS  
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responsible for scheduling group events and publishing newsletters. Arts, crafts and activities in The Club will be under the supervision of The Club's Director of Programs.

**TRANSPORTATION**

f. Transportation. Scheduled local bus and other transportation services will be provided.

**SECURITY**

g. Security. The Club will provide security personnel on site 24/7.

**UTILITIES**

h. Utilities. Utilities (except telephone) will be included in the Monthly Payment for owners of Villa and Veranda Residences. Owners of cottage homes are required to pay a separate charge for electricity and gas.

**DUBOSE HEALTH  
CENTER**

i. DuBose Health Center. The Company has 48 beds licensed by the North Carolina Department of Health and Human Services, Division of Facility Services. The skilled nursing care and assisted living facility is collectively referred to as DuBose Health Center. For a period of ninety (90) lifetime cumulative days, each Member will be entitled to receive nursing or assisted living care in a semi-private room (unless the Member makes arrangements to pay the extra charge for private accommodations which are provided on an "as-available" basis) without extra charge except as follows. During the 90-day period, the Member will continue to pay the Monthly Payment plus the cost of two (2) extra meals per day, nursing supply charges and those costs outlined in Paragraph 9 of this Agreement. If the Member needs additional care after they receive ninety (90) cumulative lifetime days of care, then the Member will pay the applicable Member rate in addition to the Monthly Payment. This amount will include meals and will be provided in semi-private accommodations (unless the Member makes arrangements to pay the extra charge for private accommodations which are provided on an "as-available" basis). Member will be charged the assisted living or skilled nursing rate depending on the level of care required as determined by the staff and Medical Director.

In the event there are two Members who occupy a

Residence together and one of the Members becomes a permanent resident of DuBose Health Center and has utilized their ninety lifetime days, then the Monthly Payment for the Member continuing to occupy the Residence will be reduced to the single occupancy rate. The Member residing in DuBose Health Center will pay the applicable Member rate. If a Members, or Owner in the case of a designated Member, sells the home, the Member will continue to pay the Member rates.

In the unlikely event accommodations are not immediately available in DuBose Health Center, the Member agrees to relocate to another health care facility with which the Medical Director of The Cedars arranges to provide such care until accommodations at DuBose Health Center are available. The Club shall be responsible for any increased charge associated with the alternative health care accommodations.

#### **LICENSING STANDARDS**

j. Licensing Standards. The operation of DuBose Health Center of The Club shall be governed by the applicable regulations and licensing standards of the North Carolina Department of Health and Human Services (“NCDHHS”).

#### **ABSENCE CREDIT**

k. Absence Credit. Whenever a Member is absent from the Residence for fourteen (14) consecutive days or more, the Member is entitled to a per diem credit (absence credit) in an amount determined at the sole discretion of the Club.

#### **CLUB FACILITIES REPLACEMENT RESERVE**

The Monthly Payment includes an amount to be added to a Replacement Reserve to provide funds for future replacement of Club Facilities, such as new roofs, mechanical equipment and major renovations. This amount will be in addition to the budgeted items for operating costs provided for above. These funds may not be used for annual maintenance items which will be provided for in the annual operating budget.

#### **ADDITIONAL SERVICES**

8. Additional Amenities and Services. Additional amenities and services available to Members at an additional cost include additional meals, additional housekeeping, beauty parlor, barber, personal transportation and assistance-in-living services in the Member’s Residence.



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**ADDITIONAL  
HEALTH SERVICES**

9. Additional Health Services. Special services and supplies which may include physical therapy, pharmacy, special duty nurses, personal hygiene, personal laundry, rental of equipment, home health care and other services upon special arrangement will be available at an extra charge. These services and supplies are not included in the charges for care outlined in Section 7 above.

**HEALTH CENTER  
HAS MEDICAL  
DIRECTOR**

A physician will be designated as the Medical Director of The Club (herein referred to as "Medical Director") and will have oversight responsibilities for DuBose Health Center. The Medical Director will not be an employee of The Club. A Member is at liberty to engage the services of the DuBose Wellness Clinic for physician services or may use any other physician, all at the Member's expense. The Club will not be responsible for the cost of medical treatment by the Medical Director nor will the Club be responsible for the cost of medicine, drugs, prescribed therapy and similar treatments.

**MEMBER MUST BE  
CAPABLE OF  
INDEPENDENT  
LIVING TO  
REMAIN IN  
RESIDENCE**

10. Duration of Member's Right to Occupy the Residence. The Member can live in the Residence for as long as the Member is capable of independent living and so long as independent living is practical. If, in the opinion of the Member's attending physician, or the Medical Director of The Club, the Member's physical or mental health requires that nursing care be given, the Member agrees to relocate to DuBose Health Center, which is licensed to provide such care, or to some other health facility of the Member's choice.

**MEMBER'S  
VOLUNTARY  
TERMINATION  
RIGHTS**

11. Member's Termination Rights. The Member (including both of them if there are two Members) may terminate this Agreement at any time for any reason by giving the Company thirty (30) days' written notice signed by the Member (or both of them if there are two Members). The Member's obligations as provided herein shall continue until the Residence is resold, otherwise transferred or properly occupied by a successor Member and the new Member thereby assumes the obligation of the Monthly Payment. Transfer under the will of a deceased Member, other than to his/her estate, is a conveyance upon which a new Membership Fee must be paid in the event the devisee or beneficiary qualifies and elects to become a Member of The Club. In the event of death, the estate of the Member will retain all Membership obligations provided herein until the Member's Residence is sold. As previously stated, if the Member is





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not also the Owner, the Owner and the Member's estate shall be jointly and severally responsible for said obligations.

**THE COMPANY  
AND/OR THE CLUB  
MAY TERMINATE  
MEMBERSHIP FOR  
CAUSE**

12. Termination Rights of the Company and/or Club.

a. The Company and/or Club shall not terminate this Agreement except for just cause. The Member agrees to be obligated to vacate and use best effort to market and sell the Residence in the event the Company and/or Club terminates this Agreement for just cause. Just cause includes, but is not limited to, the following:

**FAILURE TO PAY  
CHARGES DUE**

i. except as set forth below, failure to pay to the Club any charges due hereunder;

**DETRIMENTAL  
DISTURBANCES**

ii. creation by the Member of a disturbance within The Cedars which in the judgment of The Club or the Company is detrimental to the health, safety, comfort and peaceful lodging of the other Members, e.g., loud noises, harassing other residents.

**INFECTION WITH  
DANGEROUS OR  
CONTAGIOUS  
DISEASE**

iii. the Member becomes infected with a dangerous and contagious disease or becomes mentally or emotionally disturbed, the Medical Director determines that the Member's condition is detrimental to the health, safety or welfare of other residents or the staff of The Cedars and the Member's condition cannot be cared for in DuBose Health Center within the limits of its license from the State of North Carolina; or

**MEMBER REFUSES  
MEDICAL  
TREATMENT**

iv. the Member refuses medical treatment which, in the opinion of the attending physician or the Medical Director, is medically required for the Member's health or the health or safety of other Members or staff.

**CEDARS POLICY**

b. Because it is and shall continue to be the



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**TO NOT  
TERMINATE  
SOLELY BY  
REASON OF  
INABILITY TO PAY  
MONTHLY  
CHARGES**

declared policy of The Club to endeavor to avoid termination of this Agreement solely by reason of a Member's financial inability to pay the total Monthly Payment and other charges, the Member shall be permitted to remain at The Cedars at a reduced Monthly Payment and deferral of the balance based on the Member's ability to pay for so long as: (i) they provide information to justify deferral of the usual charges; (ii) they establish the ability to secure repayment of such deferred charges; and (iii) the determination is made that the deferral of such charges can, in the sole discretion of The Club, be granted without impairing the ability of The Club to operate on a sound financial basis. The deferral of revenue to The Club will be borne by The Club until repaid.

**IF THE MEMBER  
HAS FINANCIAL  
DIFFICULTIES**

c. If the Member encounters financial difficulties making it impossible to pay the Monthly Payment and other charges appropriate for the Residence or for care in DuBose Health Center, then:

i. the Member may remain until any applicable Title XVIII Medicare benefits and/or third party insurance benefits received by The Club on the Member's behalf have been exhausted. The Member shall continue to have the obligation to pay the amount of the Monthly Payment and other charges which are not covered by Medicare benefits or insurance benefits.

ii. the Member shall in any case be permitted to remain at The Cedars after the date of failure to pay until such time as other arrangements can be made for the Member's care; and

**POLICY NOT  
APPLICABLE IN  
CASES WHERE  
MEMBER MAKES  
UNAPPROVED  
GIFTS OR OTHER  
TRANSFERS**

Notwithstanding the above, the provisions of Sections 12(b) and (c) shall be rendered inoperative and inapplicable if the Member has impaired the ability to meet the financial obligations hereunder by making unapproved gifts or other transfers.

Any charges deferred as herein contemplated will be offset by The Club against the proceeds from the sale of the Member's Residence when such sale occurs and The Club



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shall have a first priority claim against said proceeds, subject only to existing first mortgage liens, if any, and subject to the lien of the Condominium for Condominium assessments. The Member agrees that the financial obligations to The Club constitute a debt which must be repaid. The Member agrees to execute a note and a deed of trust on the Residence, and any other documents required by The Club as security for the repayment of this debt. If the Member is not the Owner, then the Member shall cause the Owner to give a deed of trust on the Residence occupied by the Member. It is understood and acknowledged that the lien shall be subordinate to the lien of the Condominium for Condominium assessments and any deed of trust must expressly so provide. The note shall bear interest at the prime rate as published in the Wall Street Journal or a lower rate negotiated among the parties.

**CEDARS WILL  
GIVE 30 DAYS  
NOTICE AND  
MEMBERS HAVE 30  
DAYS TO CORRECT  
PROBLEM**

d. Prior to any termination of the Agreement by The Club, The Club will give the Member notice in writing of the reasons for termination and the Member will have thirty (30) days thereafter within which the problem may be corrected. If the problem is corrected within such specified time, the Agreement shall not be then terminated. If the problem is not corrected within such time, this Agreement will be terminated and the Member must leave The Cedars. Notwithstanding such termination, however, the Member will be obligated for the Monthly Payment and other charges, whether for the Residence or for nursing care until the Residence has been sold, transferred or otherwise conveyed to a new Owner who assumes the ownership rights and obligations of the Member with respect to the Residence and the Monthly Payment.

**MEDICAL  
DIRECTOR MAY  
WAIVE NOTICE  
PERIOD**

e. If the Medical Director determines that either the giving of notice or the lapse of time as above provided might be detrimental to the Member or other residents or staff of The Cedars, then such notice and/or waiting period, prior to termination and relocation to an appropriate hospital or other facility, shall not be required and termination of this Agreement shall be deemed to have occurred when the Member is relocated. In such event, The Club is expressly authorized to transfer the Member to an appropriate hospital or



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other facility and will promptly notify the Member's representative or the Member's attending physician. However, the Member will retain all ownership rights and obligations in the Residence until it is sold, transferred or otherwise conveyed to a new Owner who assumes the rights and obligations of the Member with respect to the Residence and the Monthly Payment. If the Member is not the Owner, then the Member and the Owner shall be jointly and severally responsible for all such obligations until a new Owner and/or Member assumes all such rights and obligations of the Member with respect to the Residence and the Monthly Payment.

13. Miscellaneous Provisions with Respect to the Member's Residence.

**RESIDENCES ARE  
FOR RESIDENTIAL  
PURPOSES ONLY**

a. All Residences are for living purposes only and shall not be used for carrying on any business or profession, nor in any manner in violation of zoning restrictions or applicable covenants and restrictions.

**PETS ARE  
PERMITTED  
WITHIN CERTAIN  
GUIDELINES**

b. Small pets may be permitted provided the prior written consent of The Club Administrator has been obtained. Pets must be on a leash at all times. Pets must be healthy, have current shots and rabies immunization, and be free of fleas and other parasites. The Member owning the pet is responsible for any costs expended by The Club for the failure of the Member to adhere to The Cedars pet policy, including, but not limited to the cost of disinfection, cleaning and fumigation. Pets are prohibited in the common facilities. Any Member having a pet understands and agrees that the pet will be removed from the Residence in the event the pet becomes a nuisance to other Members as determined in the sole discretion of the administrator of The Club. The Club will provide the Member with fourteen (14) days written notice that the pet must be removed from the Residence.

**OCCUPANCY OF  
RESIDENCES**

c. Except as hereinafter provided, no person other than a Member may occupy the Residence except with the express written approval of The Club. In the event that another person who is not a party to this Agreement (including any



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subsequent spouse of the Member) is accepted for residency under this Agreement at a time subsequent to the date hereof (said acceptance to be in accordance with admission policies governing all other admissions), an additional Membership Fee and an additional Monthly Payment will be charged for this resident in accordance with Paragraph 6 above. The amount of the Membership Fee paid to the Company shall be an amount agreed upon between the Owner and the Company or be based on the then current percentage being charged and the fair market value of the Residence at the time of acceptance of this additional Member as determined by a Qualified Appraisal. The applicable Monthly Payment shall be paid for each month thereafter that this Member remains in residency in the Residence. Provided, however, if such person does not meet the requirements for residency they will not be permitted to occupy the Residence for more than thirty (30) days (except with the express written approval of The Club) and this Agreement may be terminated as provided herein if the Member continues to allow such unapproved occupancy of the Residence.

**CEDARS MAY  
MODIFY UNITS TO  
MEET LEGAL  
REQUIREMENTS**

d. The Club or the Company may effect changes in any Residence in The Cedars at any time to meet the requirements of applicable law. The Member agrees to temporarily relocate to other facilities provided by The Club at its cost if it becomes necessary to vacate the Residence in order to make such changes.

**MEMBER MUST  
OBTAIN  
INSURANCE FOR  
PERSONAL  
PROPERTY**

e. Each Member must obtain insurance on personal property (furniture, clothing, jewelry, etc.) located within the Residence and for liability insurance. Furnishings provided by the Member shall not interfere with the health, safety and general welfare of other Members.

**FUTURE  
PURCHASER MUST  
MEET CEDARS  
RESIDENCY  
REQUIREMENTS**

14. Resale. The Member acknowledges that the resale of a Residence in The Cedars must be made to an individual or individuals that meet The Cedars requirements for Membership or who is purchasing a Residence for or on behalf of a person (or persons) who meets The Cedars requirements for Membership. The determination that the individual or individuals meets the requirement for Membership shall be made by the Company. The Member also



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acknowledges and agrees that in the event they move out of the Residence prior to its sale, the Member will be responsible for paying the Monthly Payment until the Residence is sold, transferred or otherwise conveyed to a new Owner who assumes the ownership rights and obligations of the Member with respect to the Residence and the Monthly Payment.

**ASSOCIATE  
MEMBERSHIPS**

15. Associate Memberships. The Company anticipates that there will be a large demand for membership in The Club. The Company shall have the option, at its sole discretion, to create Associate Members who are not residents of The Cedars to have secondary priority access to the Club facilities.

**AMENDMENTS TO  
AGREEMENT**

16. Amendments.

a. Except as expressly provided herein, no amendment or modification of this Agreement shall be made.

**MUST BE IN  
WRITING**

b. No Amendment of this Agreement shall be valid unless in writing executed by the Member (or both of them if there are two) and the Company or approved and made effective in the manner set forth herein. Changes in the Monthly Payment and the Membership Fee are outside the scope of the amendment process and may only be made by the Company pursuant to the terms and conditions provided herein.

**MAY BE AMENDED  
WITH 51% VOTE  
OF MEMBERS AND  
APPROVAL BY  
COMPANY**

c. Further, this Agreement may be amended only by written approval of not less than fifty-one percent (51%) of the Members, and the Company, provided, however, that no such amendment shall:

i. reduce the aforesaid percentage of Members which is required to consent to any such amendment; or

ii. permit the preference or priority of any Member over any other Member without the consent of each Member.



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**MEMBER HAS 30  
DAYS FROM DATE  
OF EXECUTION TO  
RESCIND THIS  
AGREEMENT**

17. Cancellation Rights.

a. This Agreement may be rescinded by the Member within thirty (30) days following the later of the execution of this Agreement by Member or the receipt of a Disclosure Statement prepared in accordance with North Carolina law, and the Member will not be required to close on the purchase of the Residence or move into the Residence before the expiration of the thirty (30) day period. If this Agreement is rescinded, all amounts deposited plus interest earned thereon will be refunded to Member within thirty (30) days of such rescission.

**AUTOMATIC  
TERMINATION OF  
AGREEMENT**

b. If the designated Member dies before closing on the purchase of a Residence, then this Agreement will be automatically canceled. In such event, all amounts deposited plus interest earned thereon will be refunded to Member's estate or the Member.

Furthermore, if a Member sells the Residence and does not reside in the Residence as a Member, or within DuBose Health Center, the Membership is automatically canceled.

18. Miscellaneous Legal Provisions.

**NORTH CAROLINA  
LAW GOVERNS**

a. This Agreement will be interpreted according to the laws of the State of North Carolina.

**INVALIDITY OF  
CERTAIN  
PROVISIONS**

b. The invalidity of any restriction, condition or other provision of this Agreement, or any part of same, shall not impair or affect in any way the validity or enforceability of the rest of this Agreement.

**AGENTS OF THE  
CEDARS NOT  
PERSONALLY  
LIABLE**

c. This Agreement has been executed on behalf of the Company by its duly authorized agent, and no officer, director, agent or employee of the Company shall have any personal liability hereunder to the Member under any circumstances.



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**OBLIGATIONS ARE  
JOINT AND  
SEVERAL**

d. When Member consists of more than one person, the rights and obligations of each are joint and several, except as the context otherwise requires.

**MAY NOT BE  
ASSIGNED**

e. This Agreement is binding upon and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties. The rights of a Member pursuant to this Agreement may not be assigned or transferred. Any attempt by Member to assign this Agreement may be deemed a default of Member, and neither the Company nor the Club shall be bound by any such assignment.

**HEALTH AND  
FINANCIAL  
REPRESENTATION**

f. Member's Representations. By executing this Agreement the Member represents and warrants that they are capable of independent living, free of communicable disease, and have assets and monthly income which have been represented to The Cedars in writing through a preliminary application which are sufficient under foreseeable circumstances and after provision for payment of the Member's obligations under the Agreement to meet ordinary and customary living expenses after assuming Membership and occupancy. The Member further warrants that they will continue to carry the applicable Title XVIII Medicare benefits and Medicare Supplement and/or third party insurance policies listed on the preliminary application and that all written representations made with respect to such matters are true and correct.

**MEMBER AGREES  
TO EXECUTE A  
POWER OF  
ATTORNEY**

g. Durable Power of Attorney. Each Member agrees to execute and deliver to The Club at or before assuming residency in The Cedars a Durable Health Care Power of Attorney and a Durable General Power of Attorney ("Powers of Attorney") in compliance with North Carolina law, in a form acceptable to The Club, naming a person of Member's choice to act on Member's behalf in the capacity of attorney-in-fact in the event it shall become necessary that a third party representative act on behalf of the Member. The Powers of Attorney shall grant the power and authority to make personal care decisions and health care decisions for the Member. The Powers of Attorney shall not be affected by





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physical disability or mental incompetence of the Member which renders the Member incapable of managing their own affairs. Each Member shall keep such Powers of Attorney in full force and effect throughout the term of this Agreement. The attorney-in-fact, trustee or other representative named in any such Durable Powers of Attorney shall in no event be a person employed by The Club, the Company, the Condominium or any entity engaged in the management of The Cedars.

**RECEIPT OF  
CERTAIN  
DOCUMENTS**

19. Acknowledgment and Receipt of Documents. The Member hereby certifies that he/she has received a copy of Condominium Documents, Management Agreements and The Cedars Disclosure Statement.

**EXECUTION**

20. This Agreement may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument. In addition, pursuant to NCGS § 66, Article 40, the parties to this Agreement agree and consent to be bound by the use of electronic signatures and acknowledge that electronic signatures shall be treated as original signatures. This Agreement becomes effective upon the purchase of a Residence by signatories, purchase of a Residence by someone who designates the signatories as Members, or designation of signatories as Members by the current owner of a Residence.



**THE CEDARS**  
OF CHAPEL HILL

**SIGNED and SEALED BY PURCHASER** in duplicate originals as of the day and year first above written.

**WITNESS:** **PURCHASER OR DESIGNATED MEMBER(S):**  
*(If more than one, each should sign.)*

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

**SIGNED and SEALED BY MANAGER** in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**WITNESS:** THE CEDARS OF CHAPEL HILL, L.L.C.  
a North Carolina limited liability company

\_\_\_\_\_ **By:** \_\_\_\_\_  
Manager

**WITNESS:** THE CEDARS OF CHAPEL HILL CLUB, INC.

\_\_\_\_\_ **By:** \_\_\_\_\_  
President



**THE CEDARS**  
OF CHAPEL HILL

**SCHEDULE A**

Membership Fee \$ \_\_\_\_\_

Monthly Fee for Floor plan: \_\_\_\_\_

First Person \$ \_\_\_\_\_

Second Person \$ \_\_\_\_\_

Total Monthly Payment \$ \_\_\_\_\_

**EXHIBIT E**

**PURCHASE AND SALE AGREEMENT**



**THE CEDARS**  
OF CHAPEL HILL

**PURCHASE AND SALE AGREEMENT**

**PURCHASER**

PURCHASER: \_\_\_\_\_,

\_\_\_\_\_  
**Note:** If Title to the Unit is to be taken in a Trust, provide the full name of the Trust.

Whose address is \_\_\_\_\_

\_\_\_\_\_  
(hereinafter called "Purchaser")

**SELLER**

SELLER: \_\_\_\_\_,

\_\_\_\_\_  
**Note:** If Title to the Unit is vested in a Trust, provide the full name of the Trust and current Trustees. If title to the Unit is vested in an Estate, provide the full name of the Estate and name of the Personal Representative.

Whose address is \_\_\_\_\_,

\_\_\_\_\_  
(hereinafter called "Seller")

**THIS PURCHASE AND SALE AGREEMENT** (hereinafter

"Agreement") is entered into by Purchaser and Seller this \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_\_\_.

**WITNESSETH:**

**THE CEDARS  
INCLUDES PRIVATE  
UNITS, CLUBHOUSE  
AND DUBOSE  
HEALTH CENTER**

The Life Plan Community (also Continuing Care Retirement Community) known as **THE CEDARS OF CHAPEL HILL**, consisting of a Clubhouse, DuBose Health Center, and three types of living units (detached cottages, villas and verandas) ("The Cedars") have been developed by The Cedars of Chapel Hill, L.L.C. (the "Company"); and

**RESIDENTIAL UNITS  
ARE  
CONDOMINIUMS**

All of the residential living units are condominium units (hereinafter referred to as "Units" which shall refer to villas, verandas and cottages) known as **THE CEDARS OF CHAPEL HILL** and Seller is the owner of one of said Units; and

**PURCHASE OF UNIT  
REQUIRES  
PAYMENT OF  
MEMBERSHIP FEE**

The Club Facilities consisting of the Clubhouse, and DuBose Health Center are operated by the Cedars of Chapel Hill Club, Inc., a not-for-profit and non-proprietary corporation (hereinafter referred to as "The Club"). The purchase of a Unit requires that it be coupled with the rights, privileges and responsibilities of membership in The Club to be utilized by the Unit Owner or by a designee approved by The Club who meets the various requirements set forth in The Cedars Membership Agreement. Each Unit Owner or an approved designee must acquire Membership simultaneously with the purchase of a Unit and each Member shall execute The Cedars Membership Agreement and become eligible for permanent residency and all rights of access to the Club Facilities upon closing of the purchase.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, Purchaser and Seller hereby covenant and agree as follows:

1. **PURCHASE/SALE:** Purchaser hereby agrees to purchase the Property hereinafter described for the purchase price hereinafter set forth and Seller agrees to sell the Property in accordance with the terms and conditions set forth herein.

**SPECIFIC UNIT TO  
BE ACQUIRED**

2. **PROPERTY:** The address of the Unit which is the subject of this Agreement is:

\_\_\_\_\_  
\_\_\_\_\_

as more fully described in the Declaration of Condominium (the "Declaration") recorded in the Offices of the Durham and Orange County Registers of Deeds, together with an undivided fractional interest in and to the common elements included in the aforesaid Condominium (herein referred to as the "Property").

**MEMBERSHIP IN  
THE CLUB  
INTEGRAL PART OF  
PURCHASE**

3. **CEDARS MEMBERSHIP AGREEMENT:** Purchaser hereby expressly acknowledges the responsibility to enter into the Cedars Membership Agreement simultaneously with the closing under this Agreement. This Membership Agreement is subject to the approval of the Company. Purchaser further acknowledges that in the event a designee is chosen and this designee is approved by The Club, then the designee will be required to enter into the Cedars Membership Agreement.

The Membership Fee due under said Membership Agreement will be paid to the Company. It is noted that the Membership Agreement has a 30 day right of cancellation pursuant to the N. C. Department of Insurance regulations. This Contract is subject to said rescission period expiring without exercise by Purchaser and Purchaser being able to obtain approval of, and execution by, the Company of the Membership Agreement.

**PURCHASE PRICE OF UNIT**

4. **PURCHASE PRICE OF UNIT:** The Purchase Price of the Unit is:

\_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_)

Purchase Price of Unit is payable as follows:

(a) \$ \_\_\_\_\_, upon the execution hereof by Purchaser, as an initial earnest money deposit which shall be held by the Company as Escrow Agent.

(b) \$ \_\_\_\_\_, the balance of Purchase Price due at Closing.

**NO FINANCING CONTINGENCY**

5. **CASH PURCHASE:** This Agreement does not contain a financing contingency.

**DEVELOPER MAY ADD ADDITIONAL UNITS OR EXPANSIONS**

6. **PHASED DEVELOPMENT:** The Company, or its assigns, may develop further Units and/or expand or develop additional common facilities in the future. The total number of Units for all phases shall be no greater than three hundred twenty five (325). Whether such additional phases are added, the number and architectural design of the condominiums in such phases and the order of any such expansion, shall be solely in the discretion of the Company. Reference is made to the Declaration for specific discussion of the Future Phase Property. A copy of the Declaration has been provided to Purchaser, the receipt of which is expressly acknowledged by Purchaser.

**CLOSING DATE AND GENERAL WARRANTY, TRUSTEE OR EXECUTOR DEED GIVEN**

7. **CLOSING DATE:** Closing of the purchase of the Property and payment of Membership Fee (hereinafter referred to as "Closing") shall occur on or before \_\_\_\_\_, 20\_\_\_\_ at a mutually agreed-upon location. Seller shall deliver at Closing a properly executed and acknowledged General Warranty Deed, Trustee's Deed or Executor's Deed as appropriate.

**SELLER AND  
PURCHASER  
RESPONSIBLE FOR  
CERTAIN CLOSING  
EXPENSES**

8. **CLOSING EXPENSES:** Each party shall bear responsibility for those closing costs customary for sellers and buyers in Durham County and Orange County, North Carolina. For example, Seller shall be responsible for paying the tax stamps on the Deed as well as for preparation of the Deed. Purchaser shall be responsible for recording fees for the Deed, Purchaser's attorney's fees for closing, any Transfer fees, and for any costs associated with financing aspects of the Closing including title examination, closing and loan documentation preparation, mortgage recording fees, and the title insurance cost, if applicable.

**PRORATIONS**

9. **PRORATIONS:** Property taxes, the Monthly Payment and applicable assessments shall be prorated between Purchaser and Seller as of the date of Closing.

**TITLE CONDITIONS**

10. **CONVEYANCE OF TITLE:** The Property shall be conveyed free and clear of all encumbrances save and except:

(a) taxes and assessments not yet due;

(b) the recorded Declaration, By-Laws and related documents establishing THE CEDARS OF CHAPEL HILL CONDOMINIUM, and all amendments thereto (hereinafter referred to as the "Condominium");

(c) all facts and conditions which may be shown by survey and physical examination of the Property;

(d) any applicable zoning and/or development laws and ordinances, including those of Durham County and the City of Chapel Hill;

(e) usual and customary utility easements.

**PURCHASER  
ACCEPTS UNIT "AS  
IS"**

11. **ACCEPTANCE OF UNIT:** Purchaser has inspected and accepts the Unit "as is" except as otherwise stated in this Agreement. All appliances, heating, plumbing and air conditioning systems shall be in good working order as of the date of closing.



**CEDARS MEMBER HAS ACCESS TO DUBOSE HEALTH CENTER**

12. **CLUBHOUSE AND DUBOSE HEALTH CENTER:** The Cedars Clubhouse, consisting of the dining facilities, activity rooms, ballroom, library, and beauty and barber shop and DuBose Health Care Center housing forty eight (48) beds are complete.

The Clubhouse and 48-bed DuBose Health Center are part of the Condominium and therefore are owned by the members as common elements of the Condominium. The Company may negotiate and execute management agreements for the Club and DuBose Health Center with a qualified operator. Pursuant to the terms of the Membership Agreement the Purchaser, or the designee approved for Membership by The Club, as a benefit and Membership right under the Membership will be entitled to admission to DuBose Health Center so long as their attending physician or the Medical Director determine that this type of care is needed.

**SELLER HAS OPTION TO REPAIR DAMAGE OR CANCEL AGREEMENT**

13. **RISK OF LOSS:**

(a) Partial loss or damage to the Property by fire and storm or other casualties between the date hereof and closing hereunder shall not void or impair this Agreement, but all such damage by way of fire and storm or other casualty is to be the responsibility of Seller.

(b) In the event of total or substantial loss as a result of the hazards mentioned above, Seller shall have the option to repair all damage at its own cost or through insurance proceeds from the Condominium Association, or to cancel this Agreement and refund all monies paid hereunder to Purchaser.

(c) In the event of loss or damage as a result of the hazards mentioned, the time for Closing shall be extended for such time as may be reasonably required to repair the damage.

**WARRANTIES TO BE TRANSFERRED TO PURCHASER**

14. **WARRANTY:** At Closing, Seller shall transfer to Purchaser all of Seller's right, title and interest in and to any manufacturer's warranty furnished to Seller covering any equipment or appliance installed in the Property, and Seller makes no warranty or agreement of any kind with respect to any such equipment or appliance.

**MONTHLY PAYMENT INCLUDES CONDOMINIUM FEE AND SERVICES FEE**

15. **MONTHLY PAYMENT:**

(a) As of the closing date, Purchaser agrees to accept responsibility for the Monthly Payment which includes the costs of condominium common expenses (the "Condominium Fee") and the costs of services (the "Services Fee") provided to Members as described in the Membership Agreement. If the Member is not the Purchaser of the Unit, the Member shall be considered jointly and

severally responsible for the Monthly Payment of the Purchaser and the Purchaser shall likewise be jointly and severally responsible for the Monthly Payment with the Member. In such circumstances, the Member and the Purchaser shall execute a guaranty agreement in a form approved by The Club further evidencing this joint and several responsibility;

**CONDOMINIUM  
OPERATIONS AND  
EXPENSES**

(b) Purchaser acknowledges and agrees to accept responsibility for the continuing obligation pursuant to the Declaration as a Unit Owner to pay the Condominium Fee consisting of a pro-rata share of any common expenses, operating expenses, capital expenses and debt service, if any, assessed against the Property purchased hereby. Such assessments shall be for authorized purposes, including, but not limited to, expenses incurred for landscaping, maintenance, repairs, general area maintenance, administration supplies, professional services, certain utilities, garbage services, and insurance. Cottage Unit owners will be directly responsible for the payment of electricity and gas for their own Units.

**INSURANCE  
EXPENSES AND TWO  
MONTHS COMMON  
EXPENSES DUE AT  
CLOSING FOR  
WORKING CAPITAL  
FUND**

(c) At Closing, Purchaser shall also be responsible for paying to the Condominium Association (the "Association") the equivalent of two (2) months of common expenses as the Property's contribution for the purpose of maintaining a working capital fund

for the Condominium (\$ \_\_\_\_\_) and Purchaser shall also pay to the Association twelve (12) months of hazard and flood

insurance premiums for the Property (\$ \_\_\_\_\_). These amounts will be refunded upon the closing of the resale of the Residence by Purchaser.

**THE SERVICES FEE**

(d) Purchaser acknowledges the continuing obligation as a Member to pay the Member's share of the costs of club services (the Services Fee) in accordance with the Cedars Membership Agreement to contribute toward the expenses of operating The Club and for services, as well as any capital purchases and debt service, if any, necessary for repair, maintenance and modification of The Club Facilities.

**PERSONAL  
MODIFICATIONS  
AND UPGRADES**

(e) Maintenance and repairs to "non-standard" appliances and modifications which are existing or future upgrades to The Cedars standard items, and items which are the personal property of the Purchaser, will be made at the request of Purchaser and Purchaser agrees to pay the additional cost of this maintenance and repair. This provision also applies to any increased costs for the maintenance of landscape additions to cottages.

**SPECIAL  
OPERATING  
RESERVE ACCOUNT  
REQUIRED BY N.C.  
DEPARTMENT OF  
INSURANCE**

16. **OPERATING RESERVE DEPOSIT:** The State of North Carolina Department of Insurance, in accordance with Article 64, Chapter 58 of the North Carolina General Statutes, requires that all continuing care facilities maintain operating reserves equal to 50% of the total operating costs projected for a twelve (12) month period following the period covered by the most recent annual statement filed with the Department. Facilities that maintain an occupancy level in excess of 90% shall only be required to maintain a 25% operating reserve upon approval of the Commissioner. These reserves are to be used for the benefit of the Club as required by the State of North Carolina in the event of emergencies and/or unexpected operating shortfalls.

**PURCHASER TO  
MAKE A DEPOSIT  
INTO THE  
OPERATING  
RESERVE ACCOUNT**

At closing, Purchaser shall be responsible for paying to the Club an Operating Reserve Deposit in the amount of \$12,000. This deposit, along with deposits in the same amount from all other Purchasers will be held in a separate interest-earning account (the "Operating Reserve Account") for the benefit of all Purchasers. So long as it is not necessary for the Club to use proceeds or assets from this Operating Reserve Account, interest and/or dividends shall be paid to each purchaser on a pro rata basis in February of each year.

**SUBSEQUENT  
PURCHASERS**

Each subsequent Purchaser shall be obligated to pay \$12,000 into the Operating Reserve Account so that upon resale of the unit, any unused portion of the \$12,000 deposit paid by Purchaser shall be returned to Purchaser with available interest and/or dividends prorated since the last distribution from the account.

**INSURING  
PERSONAL  
PROPERTY**

17. **INSURANCE ON PERSONAL PROPERTY:** Purchaser is responsible for insuring personal property (i.e. furniture, clothing, jewelry, china, silver, etc.) located in the Unit, and for carrying liability insurance for any occurrences within the Unit.

**OCCUPANCY BY  
SOMEONE OTHER  
THAN OWNER**

18. **OCCUPANCY:** Purchaser may purchase a Unit for use by another individual who meets The Cedars Residency requirements and who is approved by the Company and who agrees to execute The Cedars Membership Agreement and to abide by the rights, obligations and responsibilities outlined in The Cedars Membership Agreement. This individual must meet the qualifications in the Membership Agreement and shall be jointly and severally liable for the Monthly Payment and all other obligations outlined in The Cedars Membership Agreement.

**PURCHASER AND  
SELLER HAVE  
RIGHTS IN CASE OF  
DEFAULT**

19. **DEFAULT:** If Purchaser defaults in the performance of any obligation of this Agreement, the sole remedy of Seller for such default shall be to receive and retain the earnest money deposit as liquidated damages, it being agreed that Seller's damages in the event of such default by Purchaser will be difficult to estimate precisely and that the earnest money deposit constitutes the party's best estimate of such damages and is

intended as liquidated damages and not a penalty or forfeiture. In the event of a default in the performance of any of the obligations of the Seller pursuant to this Agreement, Purchaser shall be entitled to terminate this Agreement and receive a refund of the earnest money deposit or to seek to recover all damages resulting from Seller's default. Either Seller or Purchaser is hereby allowed ten (10) days to cure any default prior to termination hereof by the non-defaulting party as provided herein. In any situation where litigation is required to enforce rights hereunder, the prevailing party shall be entitled to recover its legal costs incurred from the non-prevailing party, or retain all funds paid by or on behalf of Purchaser as liquidated damages, in which event Seller shall have no further obligation to Purchaser under this Agreement.

**NOTICES SHALL BE  
IN WRITING**

20. **NOTICES:** Any notice to Seller or Purchaser shall be in writing and shall be delivered to the address of the appropriate party stated above, or such other address as shall subsequently be provided by appropriate notice, with copies to the Company. Notice may be either hand delivered or deposited in the U.S. Mail. If mailed, any written notice shall be deemed received on the second calendar day following the date of mailing if addressed and mailed by certified or registered mail, postage paid, to the addressee set forth above.

**NO RIGHT OF FIRST  
REFUSAL**

21. **RIGHT OF FIRST REFUSAL:** While the Declaration provides for a right of first refusal, The Cedars of Chapel Hill, LLC has agreed to not exercise this right in connection with the future sale of this Unit.

**MEMBERSHIP FEE  
FOR NEW MEMBER  
IN UNIT**

22. **MEMBERSHIP FEE FOR NEW RESIDENT:** In the event the Purchaser gives or wills the Unit to a family member, or to anyone else, the Membership Fee paid by or on behalf of the new Member shall be an amount agreed to between the Owner and the Company or based on the fair market value when the gift or devise is made and the property ownership is transferred and a new Member is designated. If transfer is made and there is no change in the Member(s) occupying the Unit, no Membership Fee is due. Member is defined in the Declaration of Condominium. The Purchaser acknowledges that Company has the unconditional right to approve or disapprove Club Memberships.

**UNITS MAY BE USED  
AS SALES MODELS  
AND/OR OFFICE**

23. **SALES OFFICE:** It is disclosed to Purchaser that the Company is entitled to use one or more of the Units as sales model and/or office. Further, as provided in the Declaration, the Company is entitled to the use of offices in the Clubhouse for administrative and sales purposes, including re-sales.

**AGREEMENT  
BINDING ON HEIRS  
AND SUCCESSORS  
AND MAY NOT BE  
ASSIGNED WITHOUT  
CONSENT**

**TERMS SURVIVE  
THE CLOSING**

**IF PART OF  
AGREEMENT  
UNENFORCEABLE,  
REMAINDER NOT  
AFFECTED**

**WAIVER OF POWER  
OR RIGHTS MUST BE  
IN WRITING**

**THIS AGREEMENT  
SUPERSEDES OTHER  
AGREEMENTS  
CONCERNING THE  
CEDARS**

24. **MISCELLANEOUS:**

(a) This Agreement is binding upon and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties. The rights of Purchaser pursuant to this Agreement may not be assigned or transferred without the express written consent of Seller. Any attempt by Purchaser to assign this Agreement without such consent may be deemed by Seller a default by Purchaser and Seller shall not be bound by any such assignment. Notwithstanding the foregoing, in the event of an untimely death of Purchaser prior to closing, the Purchaser's obligations shall cease, the Agreement will be terminated, and all deposits returned to the Purchaser's estate. If there will be more than one Purchaser, the Agreement will continue to be binding on the surviving Purchaser.

(b) The terms of this Agreement shall survive the Closing of the transaction contemplated hereby and shall thereafter continue to bind the parties and their successors to this Agreement. This Agreement may be executed in duplicate originals.

(c) If any provision of this Agreement is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision hereof. All titles or captions in this Agreement are for convenience in reference and in no way define, limit or extend this Agreement.

(d) No failure of a party to exercise any power or right granted hereunder or to insist upon strict compliance with any obligation specified herein, and no practice at variance with the terms hereof, shall constitute a waiver of said power or right unless expressly authorized in writing by the affected party.

(e) This Agreement supersedes any and all understandings and agreements between the parties regarding the Property and constitutes the sole agreement between the parties regarding the Property. No oral statements or representations shall be deemed to modify this Agreement or bind either party.

**PURCHASER  
ACKNOWLEDGES  
RECEIPT OF  
DOCUMENTS**

25. **ACKNOWLEDGEMENT OF RECEIPT:**

By execution of this Agreement Purchaser acknowledges receipt, review and approval of the form and content of the documents listed below and agrees to be bound by the terms and provisions thereof together with such amendments as are authorized herein:

Disclosure Statement  
Condominium Documents  
Articles of Incorporation  
Declaration of Condominium  
By-laws  
Condominium Management Agreement  
Club Management Agreement

**PURCHASER'S  
RIGHT TO CANCEL**

26. **PURCHASER'S RIGHT TO CANCEL:** Purchaser shall have the absolute right to cancel this Agreement at any time by delivering written notice to Seller, with copies to the Company, during the thirty (30) calendar day period immediately following execution of this Agreement by both parties, or the later of (i) the full execution of the Membership Agreement or (ii) the delivery of the Disclosure Statement to the Purchaser (the "Cancellation Period"). Purchaser's cancellation of this Agreement during the Cancellation Period is without penalty and all payments made by the Purchaser before such cancellation shall be refunded by Seller within ten (10) days after the expiration of the Cancellation Period. Purchaser shall not be required to move into the Unit prior to the expiration of this thirty (30) day period.

**BROKERAGE  
COMMISSION**

27. **BROKERAGE:** Seller has an agreement for the listing and sale of the Property with The Cedars of Chapel Hill Realty Company, L.L.C. (Realty Company). Realty Company has earned its commission and the Seller agrees to pay said commission in accordance with the Listing Agreement at Closing. In the event of a default by Purchaser with resulting forfeiture of earnest money deposit as described above in Paragraph 19, Realty Company shall be entitled to one-half (1/2) of said forfeited deposit as its full compensation from Seller.

**ELECTRONIC  
SIGNATURES**

28. **EXECUTION:** This Agreement may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument. In addition, pursuant to NCGS § 66, Article 40, the parties to this Agreement agree and consent to be bound by the use of electronic signatures and acknowledge that electronic signatures shall be treated as original signatures.

**SIGNED AND SEALED BY PURCHASER** in duplicate originals as of the day and year first above written.

**WITNESSES:**

**PURCHASER:**

(IF MORE THAN ONE, EACH SHOULD SIGN)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If husband and wife, please check the way you would like to take title:

\_\_\_\_\_

Tenancy by the Entirety

\_\_\_\_\_

Tenants in common (each spouse owns one-half).

\_\_\_\_\_

Joint tenants with right of survivorship (each spouse owns one-half, but in the case of death, the survivor automatically becomes the sole owner).

\_\_\_\_\_

In individual name of \_\_\_\_\_

**SIGNED AND SEALED BY SELLER** in duplicate originals this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**WITNESSES:**

**SELLER:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

