



THE WATERMARK  
A T 3 0 3 0 P A R K

***Disclosure Statement***

The Watermark at 3030 Park  
3030 Park Avenue  
Bridgeport, Connecticut 06604

*As of May 31, 2015*

This community, like all other continuing care retirement communities in the State of Connecticut, is subject to the provisions of Section 17b-520 et seq of the Connecticut General Statutes as amended to date and from time to time. Registration under such provisions does not constitute approval, recommendation or endorsement of the community by the Department of Social Services of the State of Connecticut, nor does such registration evidence the accuracy or completeness of the information in this Disclosure Statement.



THE WATERMARK

AT 3030 PARK

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# **The Watermark at 3030 Park**

## ***Introduction and General Description***

The Watermark at 3030 Park (“The Watermark at 3030 Park” or the “Community”) was one of the first continuing care retirement communities established in the Northeast. Founded in 1968 and originally named 3030 Park Continuing Care Retirement Community, it is located on approximately 14 park-like acres in Bridgeport, Connecticut, and its residents come from all localities. The Watermark at 3030 Park offers residents the freedom and independence of individual apartment living including studios, one bedrooms, two bedrooms in addition to cottages, all with the convenience and security of housekeeping and dining services, maintenance, transportation and 24-hour staffing. In addition, The Watermark at 3030 Park offers assisted living, Alzheimer’s care and skilled nursing services on the Community’s campus.

The Community’s programs and facilities give our residents access to a lifestyle that enables them, and encourages them, to be active and independent. There are extensive common spaces to encourage socializing, The Gallery Café, where residents can enjoy breakfast or lunch and purchase items to take to their apartments and can also meet with friends to have coffee, and snacks, a library, a computer room, and the Art Gallery with original, rotating art displays from local artists and residents, The W Lounge that serves cocktails, beer and wine and often hosts live entertainment. The park-like grounds have landscaped gardens, resident garden plots and walking paths as well as a woodworking shop. The Community also has a multi-denominational place of worship where services are held. The Community’s calendar is full of classes, activities and trips to keep residents busy and involved. Watermark University helps sharpen the mind with local professional speakers as well as residents and associates presenting classes. The Vitality Fitness Center with indoor heated swimming pool, classes and exercise equipment helps support and build a healthy body. People’s Bank Branch is located on site for banking convenience. There is an Auditorium with seating for 200 plus people offers an exceptional viewing stage for our many entertainers who perform at the Community. In addition, the

Community has an outpatient rehabilitation therapy center that enables any rehabilitation needs to be taken care of without leaving the campus.

With the exception of a few apartments designated as rental, each resident holds a continuing care contract (“Continuing Care Contract” or “Contract”) with Watermark 3030 Park, L.L.C. (“Watermark LLC”), the owner of The Watermark at 3030 Park, that provides the resident with the right to live in an apartment for as long as that resident is able to live there safely and independently and meets the standards established by Watermark LLC. In return, each resident pays Watermark LLC an entrance fee (the “Entrance Fee”) which varies in amount based on the overall features, size, and location of the apartment and on the type of Continuing Care Contract chosen by the resident. The services that Watermark LLC provides under its Continuing Care Contracts are fully described in this Disclosure Statement in the section entitled “Overview of Continuing Care Contracts,” starting on page 11, and in the Contracts themselves, included as Exhibits A and B.

In addition to the Entrance Fee, residents pay a monthly service fee (the “Monthly Service Fee”), for which they are provided with housekeeping, including laundering of resident-provided bed and bath linens, continental breakfast, evening meal, apartment maintenance, utilities, 24-hour staffing, local telephone service, receptionist services, scheduled transportation to several neighboring towns, access to a full-service fitness center, emergency response system and use of community rooms and grounds. Details on the frequency and scope of the services mentioned above can be found in the “Resident Handbook” which is attached to this document as Exhibit G.

On an additional fee-for-service basis (“Additional Services”), the Community will provide residents with a covered parking space, Indulge Salon/Spa services, barber services,

extra optional meals, personal laundry services, long distance telephone service, cable service, special request maintenance services, guest rooms, meals for visitors and private transportation. These Additional Services can be found in Exhibit B of the Continuing Care Contracts as well as rental agreements.

Residents who need assistance with activities of daily living such as bathing, dressing, grooming and pre-pouring of medications can receive such care through Watermark at Home, our Assisted Living Services Agency (“ALSA”). The Watermark at Home program provides residents with assisted living services in their apartments. A qualified licensed nurse assesses participants regularly to assure that they receive the proper level of care under this program. These services are available seven (7) days a week as necessary based on the needs of the Resident. Emergency assistance is available twenty-four (24) hours per day, seven (7) days per week. Service fees are based on the amount of assistance required. Watermark at Home is licensed by the Connecticut Department of Public Health.

The community boasts a state-of-the-art Health Center featuring assisted living (“Inn”), memory care (“Gardens”) and skilled nursing (“Springs”) suites – all designed with the human spirit in mind. At 3030 Park Health Center our residents enjoy personalized services on their schedule; not ours. 23 private suites in Springs, 26 in The Inn and 13 in Gardens offers a boutique style of services for every resident’s personal needs. Costs and expenses associated with being a resident in the Health Center depend on the type of contract selected by the Resident. We offer multiple choices in contracts providing flexibility and options to help fit your needs. More details related to the different contracts can be found in this Disclosure Statement in the section entitled “Overview of Continuing Care Contracts,” and in the Contracts themselves, included in this Disclosure Statement as Exhibits A and B.

### ***Residents' Association***

The Watermark at 3030 Park has an active Residents' Association and Council, which helps fulfill the cultural and recreational needs of its members, and also acts as a liaison between management and residents to encourage a free exchange of ideas. The Watermark at 3030 Park is our residents' home, and we believe their opinions and ideas should be heard

### ***Department of Social Services Filings***

Watermark LLC is required to file certain materials annually with the Connecticut Department of Social Services. All such required materials have been filed, including but not limited to, projections of resident age and turnover, current rate schedule, occupancy rates, and pertinent financial information, as well as this Disclosure Statement. Audited and certified financial statements, including a balance sheet and income statements, and an updated actuarial report are provided in this Disclosure Statement. Pro forma income statements for the Community's operation are included as an exhibit to this Disclosure Statement. Information about The Watermark at 3030 Park which is on file with the Department of Social Services may be reviewed by contacting:

The Department of Social Services  
25 Sigourney Street  
Hartford, CT 06106-5033

Watermark LLC makes all the above information available for review by its residents by placing the material in the residents' library and, if requested, Watermark LLC will also provide current residents with a complete copy of this Disclosure Statement. In addition, Watermark LLC notifies each resident in June of each year of the residents' right to review its most recent annual filing with the Department of Social Services and to obtain a copy thereof.

### ***Additional Information***

This Disclosure Statement has been prepared to give prospective residents, their families, and their advisors full information about the operation and management of The Watermark at 3030 Park. This Disclosure Statement was prepared on the basis of conditions in effect as of the date on the first page of the Disclosure Statement.

## **Structure and Governance**

### ***Organization***

The Watermark at 3030 Park is owned by Watermark 3030 Park, L.L.C. (“Watermark LLC”), a Delaware limited liability company of which, FSPP II 3030 Park, L.L.C. and Watermark 3030 Park Investment, LLC are sole members. A management committee of owners’ representatives oversees Watermark LLC. David Freshwater, Matthew Reidy and Keiri Custodio comprise the committee. David Freshwater has more than 25 years’ experience in senior’s housing. Matthew Reidy and Keiri Custodio both have backgrounds in real estate investing.

Neither Watermark LLC nor any of the entities in the organizational structure of Watermark LLC is a religious, charitable or nonprofit organization or is affiliated with any other religious, charitable or nonprofit organization.

Watermark LLC has entered into a management agreement with Watermark Retirement Communities, Inc. (“WRC”) for the day-to-day operations of the Community. WRC has over twenty (25) years of experience operating senior living communities across the nation. Founded in 1985 and originally called The Fountains, WRC has developed, owned and operated a wide range of seniors housing communities recognized as innovative and successful. WRC currently operates a portfolio of more than thirty communities from large-scale CCRCs to independent living/assisted living communities, in addition to several home care agencies. WRC is committed to a new paradigm for addressing the housing, hospitality and healthcare needs of America’s aging population. This new model integrates the best of technology, forward-thinking service and care strategies, along with innovative building design. Please visit



www.watermarkcommunities.com and thefreshwatergroup.com for more information.

### ***Judicial Proceedings***

Neither Watermark LLC nor WRC, nor any officer or director of either Watermark LLC or WRC has been convicted of a felony or pleaded nolo contendere to a felony charge, or has been held liable or enjoined in a civil action by final judgment, if the felony or civil action involved fraud, embezzlement, fraudulent conversion or misappropriation of property; nor is subject to a currently effective injunction or restrictive or remedial order of a court of record; nor within the past five (5) years has had any state or federal license or permit suspended or revoked as a result of an action brought by a governmental agency or department, arising out of or relating to business activity or health care, including but not limited to actions affecting the operation of a foster care facility, nursing home, retirement home, home for the aged, or any facility subject to sections 17b-520 to 17b-535 (inclusive) of the Connecticut General Statutes, or a similar statute in another state or country.

### ***Administrative Personnel***

The Watermark at 3030 Park is administered by a staff of senior housing professionals. More than 110 individuals comprise the administration, housekeeping, maintenance, security, dining services, accounting, human resources, and health services departments at The Watermark at 3030 Park. Contract arrangements provide grounds maintenance and other services as needed.

### ***Employees***

Watermark LLC contracts with WRC for the management of the Community. WRC manages the employees who provide the services at The Watermark at 3030 Park. The

terms and conditions of such employees' employment are established by WRC, and include health, dental and retirement benefits

## **Business Plan**

### ***Funding***

Watermark LLC purchased the Community in September 2006 and embarked on a comprehensive restoration and construction program that was substantially completed in late 2009. Watermark LLC invested \$23.3 million at the time of the initial acquisition of the Community and subsequently invested an additional \$40 million in the improvement program, bringing total investment funding up to \$63.3 million.

The funding of \$63.3 million was provided entirely by the two members of Watermark LLC, namely FSPP II 3030 Park, L.L.C. and Watermark 3030 Park Investment, LLC, and their affiliates. There are no unrelated third-party lenders, mortgage holders or financial investors. Watermark LLC was entirely funded by its owners and their affiliates in this manner in order to create a strong and secure financial foundation for the Community.

This funding from the two members is structured as a combination of debt and equity. Approximately \$46.5 million is in the form of secured mortgage debt, with a blended overall interest rate of approximately 4%.

### ***Business Plan***

Since it began ownership, Watermark LLC has been implementing a business plan which includes renovations and other building repairs to the existing tower building (the “Town Center”), implementing wellness programs, reconfiguring the overall apartment mix/combinations as set forth below, restoring the operations of the health care center previously operated in the Community, and adding additional independent living residences. Watermark LLC is proud to report that the renovations and repairs to the existing Town Center building have been completed, wellness programs have been implemented, the health care center operations

have been restored, and three cottage buildings (6 units) have been added to the site. Regulatory approvals for constructing four additional cottages (8 units) and a three-story 39-unit independent living building have been obtained. Completed early in 2013, the Community has renovated the 2 North wing to provide a rental enhanced living program with dining, community programming spaces and personal services to be provided by Watermark at Home.

### ***Change of Unit Mix/Apartment Combinations***

Another key element to the Plan was combining adjacent units to create larger, more desirable floor plans throughout the Town Center. These changes shifted the number of Town Center apartments from 205 to 181, providing a marketable variety of one and two-bedroom apartments.

### ***Proposed New Construction***

The Plan anticipates construction of 8 new independent living cottage units on the 14-acre site. Construction of the new cottage units is contingent upon market conditions. The Plan also anticipates the construction of a new apartment wing comprised of 39 two-bedroom apartments connected to the Town Center. This new building as proposed would consist of three stories of apartments over a one-story garage. This new construction is in the planning stages and is contingent upon market conditions.

## **Overview of the Continuing Care Contract**

In addition to rental agreements, The Watermark at 3030 Park offers two options of Continuing Care Contracts, and a copy of each of the Contracts is included as Exhibits A and B to this Disclosure Statement. Each type of Contract also has two refund options. The Resident selects the type of Contract that meets his or her future health care needs best. The first health care benefit (attached as Exhibit A) is a discounted fee-for-service benefit, or Gold Club Program. Residents receive discounted health care services when needed and as outlined in the Contract. The second health care benefit (attached as Exhibit B) is a “life care” benefit. Residents continue to pay essentially the same Monthly Service Fee in the Health Center as in their independent living apartment, with a few exceptions as outlined in this Disclosure Statement and the Continuing Care Contract.

In addition to the type of health care benefit chosen, the Resident has a choice of two refund options. The first refund option is known as the Percent Refundable because it provides for a refund of 50%, 85% or 90% of the Entrance Fee paid by the Resident. The second type of Contract is known as the Declining Refund Continuing Care Contract (included as Exhibit B), because the amount of the Resident’s refund declines at the rate of ten percent (10%) after the Grace Period and two percent (2%) per month for forty-five months. The amount of the Entrance Fee for each apartment depends on the type of Contract and refund option chosen by the Resident. Exhibit F is a current schedule of Entrance Fees for Community apartments.

A Second Occupant Entrance Fee applies when a second person occupies an apartment. The Second Occupant Entrance Fee is non-refundable and is in addition to the Entrance Fee described elsewhere in this Disclosure Statement and the Continuing Care Contracts.

Other than the difference in the amount of the refund due, the health care benefit and the Monthly Service Fees, as described below, the provisions of the two Continuing Care Contracts are virtually identical. The following description of the essential elements of The Watermark at 3030 Park's Continuing Care Contracts is applicable to both types of Contracts:

1. When one decides to become a resident of the Community, an apartment is selected and a Contract (either Exhibit A or B) is signed and a down payment equal to ten percent (10%) of the total Entrance Fee is paid. The balance of the Entrance Fee, which is the remaining ninety percent (90%) of the total Entrance Fee, is due in full on the date when the apartment is ready for occupancy.
2. Any monies paid on account of the Entrance Fee are held by People's Bank, the escrow agent, in an Entrance Fee escrow account at People's Bank, 850 Main Street, Bridgeport, Connecticut, 06604, until thirty (30) days after the Contract has been signed (the "Grace Period"). During the Grace Period, the Contract may be cancelled, and a full refund of the Entrance Fee, less an administrative and processing fee not to exceed the greater of two percent (2%) of the Entrance Fee or One Thousand Dollars (\$1,000), will be made.
3. In order to rescind or cancel the Contract, the prospective resident or their legal representative must send notification in writing to Watermark LLC at the address listed below by registered or certified mail in accordance with the notice periods stated in the Contract.

The Watermark at 3030 Park  
c/o The Marketing Department  
3030 Park Avenue  
Bridgeport, CT 06604

4. Interest earned on that portion of the Entrance Fee and other deposits held in the Entrance Fee escrow account is retained by Watermark LLC.

Watermark LLC has established and will maintain a regulatory operating reserve account as required by the provisions of the Connecticut General Statutes with People's Bank, at 850 Main Street, Bridgeport, Connecticut, 06604.

Prospective residents are urged to review the details of their Contract very carefully before signing it. The Contract contains, among other things, the definitive terms concerning termination rights, rights of a surviving spouse, the effect of a resident's marriage or remarriage, the policy regarding disposition of a resident's personal property in the event of death or transfer to a health care center, rights to use of the apartment, provisions governing reimbursement of the Entrance Fee, and services to be provided to residents. The Contract is available in larger type upon request.

Please note that payment of an Entrance Fee, or other transfer of assets pursuant to a Continuing Care Contract may have significant tax consequences and that prospective residents are urged to consult a qualified advisor.

In the event that a situation arises which requires that Watermark LLC terminate a resident's Contract, the resident or the designated representative will be notified by the appropriate representative of Watermark LLC during a personal conference in which grounds for the termination will be discussed. No other members of the resident population will be involved in this or any other similar personal matter. Watermark LLC's decisions are final.

### ***Monthly Service Fee***

Residents pay a monthly service fee (the "Monthly Service Fee") to cover current operating expenses as provided for in the Contract. The Monthly Service Fee for the first month

of occupancy must be paid at the time a prospective resident pays the balance of the Entrance Fee, even if the resident has not yet moved into the Community. If the balance of the Entrance Fee is due on a day other than the first of the month, the Monthly Service Fee for the second month will be adjusted to reflect that proration. If the Monthly Service Fee for any month is not paid when due, the Community may collect a late fee, as set forth in the Contract, until the Monthly Service Fee and all late fees are fully paid.

The Contract will set forth the Monthly Service Fee in effect at the time the Contract is signed and Watermark LLC may increase the Monthly Service Fees after giving residents thirty (30) days written notice. The Monthly Service Fee is higher when a second person occupies an apartment.

Exhibit E contains historic information about the Monthly Service Fee, and the Community's current Monthly Service Fees are shown in Exhibit F.

### ***Gold Club Program Benefits***

Residents moving into the Community after November 1, 2007 are eligible for the Gold Club Program, if this Contract type has been selected by the Resident. This program entitles the Resident to a credit of three hundred and fifty dollars (\$350.00) per month for 36 months when the Resident permanently moves to on-site assisted living ("Inn"), dementia care ("Gardens") or skilled nursing ("Springs"). The Resident is eligible for the health care benefit 12 months after moving in to the Community. The Gold Program discount may apply to new programs and services offered by the Community at a future date as well.

### ***Life Care Program Benefits***

Residents moving into the Community after September 1, 2010 are eligible for the Life Care Program, if this Contract type has been selected by the Resident. A Resident who transfers



to the Inn, Gardens or Springs will continue to pay their apartment or cottage Monthly Service Fee, as may be modified from time to time upon thirty (30) days prior written notice to the Resident.

In addition to the Monthly Service Fee, a Resident who transfers to the Inn, Gardens or Springs either temporarily or permanently, must also pay the following extra charges, included but not limited to:

1. A “Meal and Miscellaneous Charge,” which covers two additional meals and two snacks per day, referral services and wellness education. The current amount of the Meal and Miscellaneous Charge is set forth in Exhibit B of the Continuing Care Contract (“Schedule of Additional Fees”).
2. Charges related to the Resident selecting an apartment or suite at the Health Center that is larger than the “standard” size as provided by the Contract. The standard size accommodation is a studio apartment in the Inn, a semi-private suite in the Gardens or a private suite in the Springs.
3. Charges for any medical services and supplies that the Resident requires, including but not limited to, physician services, physical therapy, and medications as well as additional services that the Resident may request; and/or
4. Tier Charges for care at the Inn or Gardens: Charges for assisted living and/or memory care services in excess of the “Base Tier” as outlined in Exhibit B of the Continuing Care Contract. The charge amount for such additional services is based on the level (or “Tier”) of additional health care services that the Resident requires, which shall be determined based on

a functional assessment of the Resident. There are several Tiers of additional services, ranging from Tier One (minimal level of additional services required) up to a maximum level of additional services required. The current charge amounts for each Tier are outlined in Exhibit B of the Continuing Care Contract (“Schedule of Additional Fees”).

Watermark may modify the extra charges and services provided and offer new or different tiered pricing or other pricing programs at any time upon thirty (30) days prior written notice to the Resident.

The Resident is eligible for the Life Care benefit at the time of move in to the Community and remains eligible until the Resident permanently leaves the Community. If there are two Residents residing in an independent living apartment and only one Resident transfers to Inn, Gardens or Springs, either temporarily or permanently, the residents continue to both the Monthly Service Fee and the second occupant Monthly Service Fee continue to be paid.

### ***Prepaid Health Care Obligation***

Under the Gold Program contract, the cost of nursing care in a health care center is the responsibility of the resident when he or she requires such care. Therefore, no prepaid obligations exist on the part of Watermark LLC or the Community to provide such care. With the Life Care contract, a future obligation to fund care is created. This calculated figure is not a current obligation, but will be incurred in the future as the Residents incur healthcare costs. It will be funded from entry fees and monthly service fees over the same period of time as the healthcare costs are incurred.

## **Compliance with Connecticut Acts 98-250 and 99-282**

Public Acts 98-250 and 99-282 require prospective residents to carefully review, and then execute and date, the forms on the following two pages before signing a Contract with Watermark LLC. Additionally, prospective residents should know that under Public Act 99-282, they have the right to review and obtain copies of the annual filings for the Community with the Connecticut Department of Social Services. Information regarding review of these filings can be found on page 5 of this document.



THE WATERMARK  
AT 3030 PARK

## *Disclosure Statement Notice to Prospective Residents*

In accordance with Section 17b-522(a) of the Connecticut General Statutes, we are required to give this Notice to a prospective resident, or his or her legal representative, before he/she either (i) signs The Watermark at 3030 Park Continuing Care Contract, or (ii) transfers any money or other property to Watermark LLC, whichever is first to occur.

Prospective residents of The Watermark at 3030 Park, or their legal representatives, should be aware of the following:

1. A Continuing Care Contract is a financial investment and your investment may be at risk.
2. Our ability to meet our contractual obligations under such Contract depends upon our financial performance.
3. You are advised to consult an attorney or other professional experienced in matters relating to investments in continuing care facilities before you sign a Contract for continuing care.
4. The Connecticut Department of Social Services does not guarantee the security of your investment.

**Acknowledgment:**

I, or my legal representative, have received and reviewed a copy of this Notice and a copy of the Continuing Care Contract prior to entering into the Contract or the transfer of any money or other property to Watermark LLC.

\_\_\_\_\_  
Printed Name of Prospective Resident(s)

\_\_\_\_\_  
Signature of Prospective Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Prospective Resident, if two

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Legal Representative, if applicable

\_\_\_\_\_  
Date



THE WATERMARK  
AT 3030 PARK

## *Disclosure Statement Acknowledgement of Receipt*

In accordance with Sections 17b-522(b) and (c) of the Connecticut General Statutes, Watermark LLC is required to deliver to a prospective resident, or his or her legal representative, a current Disclosure Statement not more than sixty (60) days nor less than ten (10) days before the execution of a Continuing Care Contract or the transfer of any money or other property to Watermark LLC, by or on behalf of the prospective resident. In addition, not more than sixty (60) days nor less than ten (10) days before a prospective resident actually occupies an apartment pursuant to the Contract, Watermark LLC must deliver a revised and up-to-date Disclosure Statement to the prospective resident or his or her legal representative, but if there have been no revisions to the Disclosure Statement previously furnished to the prospective resident as provided for in the immediately preceding sentence, Watermark LLC must deliver to that prospective resident or his or her legal representative a statement to that effect at the time of the apartment's occupancy.

**Acknowledgment:**

I, or my legal representative, do hereby acknowledge that I, or he or she, have reviewed the above and also have received and reviewed a copy of the current Disclosure Statement and a copy of the Continuing Care Contract for Watermark LLC, prior to the execution of the Contract or the transfer of any money or other property to Watermark LLC.

\_\_\_\_\_  
Printed Name of Prospective Resident(s)

\_\_\_\_\_  
Signature of Prospective Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Prospective Resident, if two

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Legal Representative, if applicable

\_\_\_\_\_  
Date



THE WATERMARK  
AT 3030 PARK

*Disclosure Statement*  
*Exhibit A*  
Gold Program Contract



THE WATERMARK  
AT 3030 PARK

## *Continuing Care Contract Gold Program*

### **1. THE CONTRACT**

This is a fee-for-service Continuing Care Contract between Watermark 3030 Park, L.L.C., dba The Watermark at 3030 Park (“Watermark”) and \_\_\_\_\_ (the “Resident”). It will be referred to herein as “this Contract.” The effective date of this Contract is \_\_\_\_\_, \_\_\_\_\_.

### **BACKGROUND**

A. Watermark operates a continuing care retirement community through which Watermark agrees to furnish or cause to be furnished a residence and other services to the Resident;

B. Resident has applied for admission to occupy a residence and to receive such other services; and

C. Watermark has reviewed and accepted Resident’s application subject to the execution of this Contract.

D. This agreement is not a lease and does not create any interest in the real estate and property owned by Watermark and the right of use thereof shall not inure to the use or benefit of the heirs, next of kin, assignees or representatives of a Resident or of a Resident's estate.

In consideration of the mutual promises contained in this Contract, and intending to be legally bound, Watermark and Resident agree as follows:

### **2. THE PARTIES TO THIS CONTRACT**

**Watermark 3030 Park, L.L.C.** Watermark is a Delaware limited liability company. Watermark may assign the obligations under this Contract to another entity or may name another entity to act for it in performing its duties under this Contract. In this Contract Watermark, or any other entity which it names or assigns in its place, will be referred to as “Watermark”.

**The Resident.** You are the other party to this Contract. In this Contract, you will be called the “Resident.” The words “you” and “your” will also refer to you. If this Contract is signed by two persons, the words “Resident,” “you,” and “your” will refer to each person who signs this Contract. If one of you dies, these words will refer to the one who survives.

**3. THE RESIDENCE**

Watermark owns and operates an apartment building and cottages as well as a health care building offering assisted living, memory care and skilled nursing care, located at 3030 Park Avenue, Bridgeport, Connecticut. In this Contract, the apartment building and cottages will be referred to as “3030 Park Avenue”. The entire campus will be referred to as “the Community”.

Watermark will provide you with an apartment or cottage at 3030 Park Avenue. In this Contract, this apartment or cottage will be referred to as “your Residence.” Your Residence is designated on Exhibit A. Your Residence will be for your own personal use and occupancy only.

**Substitution of Residence.** Watermark reserves the right to substitute your Residence with another comparable residence at 3030 Park Avenue, at no additional expense to you, if it is necessary to meet any requirement of law or the lawful order or direction of the Fire Marshal or another authorized public official, or for any other reasonable purpose, as determined by Watermark in writing. A comparable residence means a residence that has the same number of bedrooms and bathrooms and that is approximately the same size as your Residence. Effective the date the occupancy transfers to the substituted residence, the substituted residence will be your Residence as defined in this Contract and shall be subject to all the same terms and conditions.

**Date of Occupancy.** You may move into your Residence on the date indicated on Exhibit A. In this Contract, this date will be referred to as the “Date of Occupancy,” which is the date the Residence will be ready for your occupancy, even if you are not ready to move into the Residence. You may continue to occupy your Residence for the remainder of your lifetime, unless this Contract is cancelled before you die, or you are relocated to another comparable residence pursuant to this Section 3 or you are removed from your Residence pursuant to Section 17 hereof so as not to jeopardize your health safety or welfare, or the health, safety or welfare of others. If this Contract is signed by two persons, occupancy of your Residence may continue until the last surviving person dies, unless this Contract is cancelled before then.

**4. THE ENTRANCE FEE**

The Entrance Fee entitles you to the use of your Residence and to the other services described in this Contract. You must pay Watermark an Entrance Fee in the amount indicated on Exhibit A.

**A. Down Payment**

Watermark requires a down payment (the “Down Payment”) of ten percent (10%) of the Entrance Fee. You must pay the Down Payment at the time you sign this Contract. Once the Down Payment has been fully paid, the remaining amount of the Entrance Fee must be paid in



full on the Date of Occupancy, even if you do not actually move into your Residence on that date.

**B. Balance**

Once the Down Payment has been fully paid, the remaining amount of the Entrance Fee (the “Balance”) must be paid in full on the Date of Occupancy even if you do not actually move into your Residence on that date.

**5. SERVICES FOR A RESIDENT**

Watermark provides services for which it charges a set monthly service fee (the “Monthly Service Fee”). Residents who want additional services will be charged individually for those services. Watermark will provide or make available certain additional items and services to Residents for an additional charge (“Additional Fee”) pursuant to the terms of this Contract. The Additional Fees as of the Effective Date are outlined in Exhibit B of this Contract (“Schedule of Additional Fees”). Watermark may change the nature and scope of additional services offered and/or increase the Additional Fees from time to time by giving the Resident thirty (30) days prior written notice of a change.

This Section describes in general the services that are available at 3030 Park Avenue. Watermark has published a Resident’s Handbook which contains rules and policies for the specific use of these services and which may change from time to time, provided, however, the Resident Handbook shall not modify the specific rights provided to you under this Contract (as modified from time to time, the “Resident Handbook”).

**Meals.** Watermark will make available to you the number of meals outlined on Exhibit A attached hereto. Your meals will be served at a location(s) as established in the Resident Handbook.

**Nursing Care and Assistance with Daily Living.** You will have preferential admission status at the assisted living (the “Inn”), dementia care (the “Gardens”) or nursing care (the “Springs”) located at the Community. Residents are responsible for paying all costs and expenses associated with the Inn, Gardens and Springs (the “Health Care Costs”) less the Health Care Benefit as outlined in Section 7. Any Health Care Costs are in addition to your Monthly Service Fees, until such time as you cancel this Contract as outlined in Section 8 or you become a permanent resident in the Inn, Gardens or Springs as outlined in Section 16. If your Residence is occupied by two persons, and one of you moves to a nursing home, the remaining Resident must continue to pay the Monthly Service Fee for single occupancy.

Watermark shall operate as a managed residential community and shall maintain a contract with an assisted living services agency (“ALSA”) licensed by the Connecticut Department of Public Health which will provide you with assistance with daily living activities,

including assistance with bathing, dressing, medication pre-pouring and daily administration of medications (the “ALSA Services”) to the extent you require such assistance. You have the right to receive ALSA Services through the ALSA in your Residence. The fees for the ALSA Services are not included in the Monthly Service Fee. Such fees shall be posted and are subject to change from time to time upon at least thirty (30) days prior notice. The managed residential community is not licensed by the State of Connecticut.

**Housekeeping Services.** Your Residence will be cleaned as established in the Resident Handbook. You will be charged on a monthly basis for additional personal services as outlined on Exhibit B.

**Utilities.** Watermark will provide you with standard utilities, such as light, heat, air-conditioning, water and local telephone service. Other service charges are outlined on Exhibit B.

**Community Facilities.** You are entitled to use all of the community and recreational facilities at 3030 Park Avenue as established in the Resident Handbook. The programs and facilities of 3030 Park Avenue may be changed from time to time at the discretion of Watermark.

**Parking/Operation of a Motor Vehicle.** You may rent a garage space, if available, for an additional fee as outlined in Exhibit B. In order to park or operate a motor vehicle on the premises of 3030 Park Avenue, you must maintain automobile liability insurance with your own insurance agent to cover liability and medical expenses arising from injuries to yourself or others. Your use of any motor vehicle, electric cart or power operated vehicle is subject to the rules and policies of Watermark, including but not limited to, speed limits and safe driving procedures and practices. Watermark reserves the right to revoke your operating and parking privileges on the premises of 3030 Park Avenue if you do not abide by the applicable rules, regulations, policies, and procedures.

**Pets.** Pets are allowed at 3030 Park Avenue, subject to approval by Watermark. An additional non-refundable pet deposit shall be required as set forth on Exhibit A. Watermark reserves the right to rescind approval of your pet if Watermark determines that the pet constitutes a nuisance or danger to others, or threatens the quiet enjoyment of the other residents of the Community.

## **6. MONTHLY SERVICE FEE**

Until cancellation of this Contract as outlined in Section 8, you must pay a Monthly Service Fee (the “Monthly Service Fee”) to Watermark. Your Monthly Service Fee must be paid in advance each month. The first payment must be made on the date the balance of the Entrance Fee is due, which is the date the Residence is ready for your occupancy, even if you are not ready to move into the Residence. If the Balance of the Entrance Fee is due on a day other than the first of the month, your second Monthly Service Fee will be adjusted to reflect that proration.

Your Monthly Service Fee is listed on Exhibit A. Watermark has the right to increase or decrease the Monthly Service Fee in its sole discretion. However, Watermark will give you thirty (30) days notice in writing before it does so.

You must pay a Monthly Service Fee for each month that this Contract is in effect regardless of whether you are in residence. You must pay the full Monthly Service Fee for the month in which you actually vacate the Residence. This last month will not be pro-rated.

If the Monthly Service Fee for any month is not paid when due, Watermark may collect a late fee until the Monthly Service Fee and all late fees are fully paid. The late fee is outlined on Exhibit A, and shall not exceed the maximum late fee and rate of interest as allowed by applicable federal and state law.

## **7. GOLD CLUB PROGRAM**

Once the Entrance Fee Balance has been paid you are eligible to receive the following Health Care Benefit as part of the Gold Club Program and as outlined below:

You shall be eligible for a credit of three hundred and fifty dollars (\$350.00) per month (the "Credit") for up to thirty-six (36) months to be applied to the monthly or daily fees for base room and board charges at the assisted living (the "Inn"), dementia care (the "Gardens") or nursing care (the "Springs") located at the Community. This benefit is contingent upon the following:

(i) Eligibility for the Credit begins twelve (12) months after your Date of Occupancy.

(ii) The Credit shall commence when you move from your Residence and become a permanent resident at the Inn, Gardens or Springs as described in Section 16.

(iii) The Credit does not apply to any services covered by third-party reimbursement sources. If payment from any outside sources exceeds the monthly or daily fees for base room and board charges, Watermark will not issue any cash or monetary refunds.

(iv) If two persons signed this Contract the Credit shall be as follows: (a) a single Credit if one Resident resides in the Residence and the other Resident resides in the Inn, Gardens, or Springs; (b) a single Credit if both Residents share accommodations at the Inn, Gardens or Springs; (c) a double Credit of seven hundred dollars (\$700) per month if each Resident resides in separate accommodations at the Inn, Gardens or Springs.

**8. CANCELLATION OF THIS CONTRACT**

**A. Reasons for Cancellation**

You may cancel this Contract at any time for any reason. To do so, you must give written notice to Watermark. Watermark may also cancel this Contract at any time for good cause. Watermark will also give written notice to you.

Watermark will have good cause to cancel this Contract for any one of the following reasons:

(i) If you give any incorrect information to Watermark, or fail to give any necessary information, or if you mislead Watermark. This reason will apply to any statements or information that you give to Watermark, or that someone else gives to Watermark on your behalf;

(ii) If it is determined, pursuant to Section 17, that (A) your physical or mental condition, or your conduct, is such as to jeopardize your health, well-being or safety, or the peace and welfare of others, or (B) you are no longer able to accomplish the activities of daily living, such as dressing, bathing and getting about in a safe and independent way, and you have either refused or otherwise failed to obtain assisted living services after five (5) business days written notice from Watermark or you require a higher level of care than assisted living services; or

(iii) If you fail, neglect or refuse to abide by the terms of this Contract or rules and policies published by Watermark, including if you fail to pay a Monthly Service Fee when due, subject, however, to the provisions of Section 12 regarding financial hardship.

**B. Vacating Your Residence**

You agree to vacate your Residence within sixty (60) days after you have received a notice of cancellation of this Contract from Watermark. You also agree to vacate your Residence within sixty (60) days after you give notice of cancellation to Watermark. The Monthly Service Fee must be paid for the sixty (60) days following Watermark's receipt of your notice of cancellation. . When you vacate or abandon your Residence, Watermark may go into the Residence without notice to you, and may remove all your property and belongings. Watermark may, at its option, take possession of such property and declare it to be the property of Watermark or, at your expense, dispose of it in such a manner and for such consideration as Watermark, in its sole discretion, deems appropriate, including storing and/or selling or otherwise disposing of such property. After that, Watermark may use your Residence for any purpose, subject to Watermark's obligation to use commercially reasonable efforts to re-occupy your Residence as set forth in Section 9, Paragraph E (ii) (Payment of a Refund).

**9. REFUND POLICY**

Depending on when this Contract is cancelled, you may be entitled to a refund of part of your Entrance Fee as indicated on Exhibit A and as provided for hereafter. The Entrance Fee as described in this Section 9 does not include any entrance fees related to a second occupant. Second occupant entrance fees are non-refundable with the exception of the Sections 9 (A) and 9 (B). Watermark may deduct from any refund that may be owed you charges for certain services as defined in this Section.

**A. Grace Period**

The thirty (30) day period after you sign this Contract will be referred to as the “Grace Period.” Nothing in this Contract requires that you move into your Residence before the end of the Grace Period. You may cancel this Contract at any time within thirty (30) days after you sign it. In order to cancel this Contract, you must send a notice to Watermark by registered or certified mail before the end of the Grace Period. Watermark will then refund to you the money that you paid for the Entrance Fee, except for certain charges, described in the following paragraph, which Watermark may deduct from the money that you paid. If this Contract is cancelled by your estate because you have died during the Grace Period, the refund will be made to your estate.

Watermark is allowed to deduct a reasonable administrative and processing fee not to exceed the greater of One Thousand Dollars (\$1,000) or two percent (2%) of the Entrance Fee from your refund. Watermark may also deduct any money that was spent by Watermark because of your written request, for example, if specific Residence upgrades requested by you were made.

**B. After The Grace Period and Before the Date of Occupancy**

If after the Grace Period, but prior to taking occupancy of your Residence, you die, or on account of illness, injury or incapacity, you are unable to occupy your Residence, and you or your legal representative sends notice to Watermark by registered or certified mail of your intention to cancel this Contract, this Contract will be cancelled and you or your legal representative will receive a refund of any money you paid toward the Entrance Fee, except for certain charges, described in the following paragraph, which Watermark may deduct from the money that you paid. If this Contract is cancelled by your estate because you have died during the Grace Period, the refund will be made to your estate.

Watermark is allowed to deduct a reasonable administrative and processing fee not to exceed the greater of One Thousand Dollars (\$1,000) or two percent (2%) of the Entrance Fee from your refund. Watermark may also deduct any money that was spent by Watermark because of your written request, for example, if specific Residence upgrades requested by you were

made. Watermark reserves the right to request a statement from your physician if the cancellation is on account of illness, injury, or incapacity.

**C. After The Grace Period and After the Date of Occupancy**

You may cancel this Contract at any time after the Grace Period ends. Watermark may also cancel this Contract at any time for good cause after the Grace Period ends. Such cancellation must be made by written notice. This Contract will end on the thirtieth (30<sup>th</sup>) day after the notice is received.

Any applicable Entrance Fee Refund will be paid as set forth in Paragraph E (ii) (Payment of Refund) and will be calculated based on the refund option selected in Exhibit A, less certain charges described in the following paragraph, which Watermark may deduct, as follows:

(i) 90% Refundable Plan. The Resident is eligible for an Entrance Fee Refund of 90% (ninety percent) of the Entrance Fee.

(ii) 50% Refundable Plan. The Resident is eligible for an Entrance Fee Refund of 50% (fifty percent) of the Entrance Fee.

(iii) Declining Refund Plan. The Resident is eligible for an Entrance Fee Refund that declines to a zero balance over 46 (forty-six) months. It declines by 10% (ten percent) after the first full or partial month of occupancy and declines by an additional 2% (two percent) each month thereafter.

Watermark may also deduct charges for certain services, as described herein. Watermark is allowed to deduct a reasonable administrative and processing fee not to exceed the greater of two percent (2%) of the Entrance Fee or One Thousand Dollars (\$1,000) from your refund. Watermark may also deduct any money that was spent by Watermark because of your written request, for example, if specific Residence upgrades were requested by you.

If your Residence is available to you for occupancy, but you do not occupy it before you cancel this Contract, other than due to your death, illness, injury or incapacity as set forth above, Watermark is allowed to deduct the Monthly Service Fee. For this purpose the Monthly Service Fee will be computed on a “per diem” basis. Per diem means the portion of the Monthly Services Fee which would be due each day. You must pay the per diem portion of the Monthly Service Fee for each day from the day your Residence was available for occupancy until the day on which you gave notice of cancellation.

**D. Death of a Resident**

If you die after the end of the Grace Period and after the Date of Occupancy, this Contract will be cancelled. If there are two persons signing this Contract, death of a Resident refers to the death of the last surviving person. If the Residence is vacated within thirty (30) days following the date of death, your estate is only responsible for the Monthly Service Fee for that thirty (30) days. However, the Monthly Service Fee must be paid for any month in which your property and belongings remain in your Residence beyond that thirty (30) day period. If this Contract is cancelled because of your death, you or your estate may be entitled to a refund. Once the Residence is completely vacated, you or your estate may be entitled to a refund computed in accordance with Section 9 (C) and paid in accordance with Section 9 (E).

**E. Payment of Refund**

(i) A refund due to you as a result of your cancellation of this Contract as provided in Paragraph A of this Section during the Grace Period or as provided in Paragraph B of this Section if after the Grace Period, but prior to taking occupancy of your Residence, you die or are unable to occupy your Residence due to your illness, injury or incapacity, will be made by the escrow agent (the “Escrow Agent”) for the entrance fee escrow account established in accordance with Connecticut law (the “Entrance Fee Escrow Account”). Such refund will be paid in accordance with the terms of an entrance fee escrow agreement, which complies with the requirements of Connecticut law (the “Entrance Fee Escrow Agreement”), which for that purpose will be considered as part of this Contract.

(ii) For all other refunds, Watermark will pay your refund thirty (30) days after your Residence has been occupied by someone else and you are no longer residing in any level of care offered at Watermark. Neither you nor your estate may claim payment of any refund until the latter of the two events has occurred. Watermark will make commercially reasonable efforts to find a new occupant for your Residence, or if Watermark elects not to pursue a new occupant for your Residence, Watermark will pay any refund due to you as if your Residence were occupied by someone new. If you owe any money to Watermark after this Contract is cancelled, Watermark may deduct the amount that you owe from the refund that will be paid to you. If Watermark fails to pay any refund due to you as described in this Section, Watermark will pay interest on the amount due to you at the rate of one percent (1%) per month on all unpaid amounts.

**10. YOUR RIGHTS UNDER THIS CONTRACT**

**A.** The rights given to you under this Contract belong to you alone. When this Contract is cancelled, whether by your death or by notice of cancellation, all of your rights and interest in this Contract will come to an end, except for the right to payment of any refund. No right or interest of any kind will go to your heirs or your representatives, except for the right to payment of any refund pursuant to the terms of this Contract. You may not assign any of your rights under this Contract to anyone else.

**B.** You may come and go from the Community as you wish. However, you must pay the Monthly Service Fee even while you are away from the Community.

**C.** If two persons sign this Contract, neither of you may cancel this Contract as long as the other one is still living. You may only cancel this Contract if you act together. If one of you leaves your Residence, or must be removed from your Residence, the right to occupancy that the other one has will not be changed. Neither one of you is able to divide your Residence, or to force the removal of the other.

**D.** You cannot assign any right you have to use your Residence to another person. You cannot sublet your Residence. You cannot pledge, mortgage or use this Contract or your Residence for security. No one to whom you owe money, or who has some other claim against you, may make any claim, lien or attachment against this Contract or your Residence.

**E.** Watermark has the sole right to decide who is eligible for admission to 3030 Park Avenue.

**F.** Additional rights are outlined in Exhibit C of this Contract.

## **11. YOUR PROMISES TO WATERMARK**

**Pre-Admission.** Watermark will require a medical history from your personal physician. This medical history must attest that you are mentally and physically able to reside at 3030 Park Avenue.

**Information.** Upon acceptance by Watermark, you were issued this Contract. By signing this Contract, you promise that all the information that appears on your application and all other information that you have given to Watermark is true, complete and correct. In addition, you agree to comply with future requests for medical information Watermark may require as set forth in Section 24. Watermark reserves the right to require you, upon request, to update the financial information disclosed to Watermark in your application.

**Government Benefits.** It is possible that benefits will be available to you under state or federal law to pay for medical services that you receive; for example, from the program known as “Medicare.” You agree to do whatever is reasonable, including submitting forms or taking other action, which will help to make payment of doctor bills, hospital bills, bills for extended care, and bills for other services, including reimbursement to Watermark for bills paid by it, from these programs. Hospital, medical or similar services for which such benefits are paid by state or federal programs are not part of the services provided by Watermark. Nothing in this Section shall be interpreted to mean that Watermark has any obligation to provide or pay for hospital, medical or similar services.



**Damage.** You are responsible for any damage that you may cause to the Community or its furnishings, equipment or property, except for ordinary wear and tear. You must not do, or cause to be done, any act which would violate the Fire Code or Health Code. This includes no excessive clutter in your Residence. Watermark may take immediate action to correct any violations of the Fire Code or Health Code. You must pay the cost of correcting such violations.

**Indemnity.** Watermark has the right to make a claim against you, against your estate, or against any person who is legally liable for your support, for any money that you owe to Watermark. Watermark will also have the right to make such a claim for any damage and for reimbursement for the cost of any repair or redecoration which may be necessary for your Residence, because of your use. However, Watermark will not make a claim for ordinary wear and tear.

## **12. FINANCIAL HARDSHIP**

There may come a time when you are unable to pay all or part of your Monthly Service Fee because of your own financial hardship. Watermark will make reasonable efforts to help you find the means for payment, by applications for state or federal aid or any other source of financial assistance. Watermark expects that you will cooperate in these efforts in any way that you can. While these attempts are being made, Watermark will continue to provide its services to you under this Contract for a period of thirty (30) days. If you do not apply for, diligently seek and obtain such benefits, and if you are not able to resume payment of your Monthly Service Fee within the thirty (30) day period, Watermark will cancel this Contract.

## **13. FURNISHINGS AND MAINTENANCE**

**Fixtures.** Your Residence will have wall-to-wall carpeting provided by Watermark. Watermark will also provide blinds for your Residence. All installations become the property of Watermark.

**Alterations.** You may make other alterations in your Residence at your own expense. All alterations must be requested in writing and approval by Watermark in advance. Such alterations will belong to Watermark when you vacate your Residence. At Watermark's request, you may be required to return your Residence to its original condition at your expense.

**Painting.** Watermark will repaint occupied Residences as a need is determined by Watermark.

## **14. JOINT OCCUPANCY AND/OR MARRIAGE**

**A. Resident/Non-Resident.** You may want a non-resident, who does not currently live at the Community, to occupy your Residence with you. You and the non-resident are required to apply to Watermark for admission of such non-resident to 3030 Park Avenue and

to provide Watermark with the same health, financial and other information as Watermark requires generally for new applicants desiring to live at 3030 Park Avenue. Watermark may grant or withhold such admission in its sole discretion. If such admission is denied, then such non-resident may not reside in your Residence.

(i) If Watermark grants admission to such non-resident to 3030 Park Avenue, such person shall be considered a “New Resident.” If the New Resident intends to move into your Residence, this Contract will be cancelled and a new Continuing Care Contract (the “New Contract”) will be signed by you and the New Resident. A New Entrance Fee equal to your original Entrance Fee under this Contract and the then-prevailing second occupant entrance fee must be paid to Watermark prior to the New Resident’s Date of Occupancy. Watermark will also set a new Monthly Service Fee for you and the New Resident, which will include an additional second occupant monthly service fee (the “Second Occupant Monthly Service Fee”), as outlined on Exhibit A of the New Contract. The amount of a refund, if any, of your original Entrance Fee will be determined pursuant to Section 9, Paragraph (C) of this Contract. Any refund of your original Entrance Fee shall be applied to the New Entrance Fee. Any refund of the New Entrance Fee shall be determined by the New Contract.

(ii) If Watermark grants admission to the New Resident, and if you and the New Resident wish to move into a new Residence, this Contract will be cancelled and a New Contract will be signed by you and the New Resident. A New Entrance Fee equal to the then-prevailing Entrance Fee for the new Residence and the then-prevailing second occupant entrance fee must be paid to Watermark prior to the new Date of Occupancy. Watermark will also set a new Monthly Service Fee for you and the New Resident, which will include an additional Second Occupant Monthly Service Fee, as outlined on Exhibit A of the New Contract. The amount of a refund, if any, of your original Entrance Fee will be determined pursuant to Section 9, Paragraph (C) of this Contract. Any refund due on your original Entrance Fee shall be paid upon the occupancy of your original Residence by someone new. Watermark shall use commercially reasonable efforts to find a new occupant for your original Residence, or if Watermark elects not to pursue a new occupant for your original Residence, Watermark will pay the refund due to you as if your Residence were occupied by someone new. Any refund of the New Entrance Fee shall be determined by the New Contract.

**B. Resident/Resident.** You and another Resident who occupies a separate Residence and has a separate Contract with Watermark may wish to move into one residence together.

(i) If you or the other Resident move into the current Residence of one of you, the original Contracts of both Residents will be cancelled and a New Contract will be signed by you and the other Resident. A New Entrance Fee equal to the original Entrance Fee of the Resident who did not move and the then-prevailing second occupant entrance fee must be paid to Watermark prior to your joint occupancy. Watermark will also set a new Monthly

Service Fee, which will include the Monthly Service Fee of the Resident who did not move, plus an additional Second Occupant Monthly Service Fee, as outlined on Exhibit A of the New Contract. The amount of a refund, if any, of your original Entrance Fee will be determined pursuant to Section 9, Paragraph (C) of this Contract. Any refund due under the non-moving Resident's original contract shall be applied to the New Entrance Fee. Any refund which would become due under the moving Resident's original Contract shall be paid upon the occupancy of such Resident's Residence by someone new. Watermark shall use commercially reasonable efforts to find a new occupant for the moving Resident's Residence, or if Watermark elects not to pursue a new occupant for the moving Resident's Residence, Watermark will pay the refund due to such Resident as if such Residence was occupied by someone new. Any refund of the New Entrance Fee shall be determined by the New Contract.

(ii) If you and another Resident wish to move into a new Residence, the original Contracts of both Residents will be cancelled and a New Contract will be signed by you and the other Resident. A New Entrance Fee equal to the then-prevailing Entrance Fee for the new Residence and the then-prevailing second occupant entrance fee must be paid to Watermark prior to the new Date of Occupancy. Watermark will also set a new Monthly Service Fee, which will include an additional Second Occupant Monthly Service Fee, as outlined on Exhibit A of the New Contract. The amount of a refund, if any, of your original Entrance Fee will be determined pursuant to Section 9, Paragraph (C) of this Contract. Any refund of either Resident's original Entrance Fee shall be paid upon the occupancy of such Resident's Residence by someone new. Watermark shall use commercially reasonable efforts to find a new occupant for each Resident's Residence, or if Watermark elects not to pursue a new occupant for a Resident's Residence, Watermark will pay the refund due to such Resident as if such Residence was occupied by someone else. Any refund of the New Entrance Fee shall be determined by the New Contract.

## **15. MOVING TO A NEW RESIDENCE UPON REQUEST OF RESIDENT**

**A.** You may request to move from your Residence to a different residence. Watermark must approve this move. If the move is approved, this Contract will be cancelled and a New Contract will be signed. The effective date of the New Contract will be the date of the move.

**B.** Following the approval of the requested move, you will be assessed a refurbishing fee in an amount established by Watermark, which is subject to change from time to time. This fee will cover material and labor to refurbish your Residence to its original condition. This work may include, but not be limited to, replacing carpeting, repainting of your Residence, and repairs to cabinets and wood trim.

If you elect to move to a different Residence, a New Entrance Fee equal to the then-prevailing Entrance Fee for the new Residence must be paid to Watermark prior to the New Date of Occupancy. Watermark will also set a new Monthly Service Fee, at the then-prevailing rate, as outlined on Exhibit A of the New Contract. The amount of a refund, if any, of your original

Entrance Fee will be determined pursuant to Section 9, Paragraph (C) of this Contract. Any refund due on your Original Entrance Fee shall be paid upon the occupancy of your original Residence by someone new. Watermark shall use commercially reasonable efforts to find a new occupant for your original Residence, or if Watermark elects not to pursue a new occupant for your original Residence, Watermark will pay the refund due to you as if your Residence were occupied by someone new. Any refund of the New Entrance Fee shall be determined by the New Contract.

**16. PERMANENT RESIDENCE IN A HIGHER LEVEL OF CARE**

Your physician, your family or your representative may recommend to Watermark that you need continuous assisted living care, dementia care or long-term nursing care (“Higher Level of Care”) and that you will no longer occupy your Residence. Watermark must verify this recommendation with your physician. If the recommendation is verified, you must vacate your Residence.

This Contract remains in effect and does not change if you permanently move into any Higher Level of Care that has been built at the Community. If you permanently move into a Higher Level of Care other than the Higher Level of Care that is at the Community, this Contract will be terminated. When you become a permanent resident in any Higher Level of Care, Watermark may find another resident for your Residence. Any refund due will be paid as described in Section 9 of this Contract. When you become a permanent Resident in any Higher Level of Care, you will not pay the Monthly Service Fee. You will be responsible for paying the Higher Level of Care’s per diem rate, except when the Higher Level of Care accepts either private insurance or government reimbursement such as Medicare or Medicaid for its services and you are eligible for reimbursement pursuant to any such private insurance or governmental reimbursement program.

**17. INVOLUNTARY REMOVAL**

It may be determined that your physical or mental condition, or your conduct, is such as to jeopardize your health, well being, or the safety, peace and welfare of others. It may also be determined that you have come to require, on a permanent basis, services which Watermark does not offer at the Community. It may also be determined that you are no longer able to accomplish the activities of daily living, such as dressing, bathing and getting about in a safe and independent way and you have either refused or otherwise failed to obtain assisted living services after five (5) business days written notice from Watermark or you require a higher level of care than assisted living services. Watermark will make these determinations in consultation with your physician, the appropriate specialists, your legal representative, if applicable, and/or you and representatives of your family, if reasonably available, and the Wellness Committee, as described in the Resident Handbook.

If it is determined that you can no longer continue to live at 3030 Park Avenue, Watermark will require you to vacate your Residence. Watermark will cooperate with you or your representative in finding a nursing home or other such facility, to the extent you request such assistance, but Watermark shall not be obligated to incur any expense related to such cooperation. Until you permanently vacate your Residence, you will be liable for the Monthly Service Fee during any period that you are absent from the Community.

**18. DEATH OF A RESIDENT**

Except for refunds, Watermark will have no obligation to you or your estate under this Contract after your death.

**Two Persons.** The Resident under this Contract may be two persons. The first such person who dies will no longer have any rights under this Contract, and his estate or heirs will not have any rights under this Contract. This Contract will continue for the survivor as if the survivor were the only person who had signed this Contract. If two persons who have signed this Contract die simultaneously, or if it is impossible to determine which one survived the other, refunds that might be due will be divided equally between the estates of both persons, unless they have previously written to Watermark and given a direction for some other treatment of the refund.

**Burial Arrangements.** Prior to the Date of Occupancy, you must show Watermark that you have made adequate provision for burial arrangements and for the disposition of your furniture and of your other property and belongings. Watermark will accept any written instructions about these matters that may be necessary or helpful to you to carry out your wishes in the event of your death. Your estate will have thirty (30) days after your death during which all of your property and belongings must be removed from the Community. During this period, your estate will be responsible for the Monthly Service Fee. After that, Watermark has the right to remove your property and belongings, and to store or dispose of them, at its sole discretion and at the expense of your estate. Proceeds from the sale of property and belongings will be first applied to Watermark's cost of coordinating the removal, storage and disposal of the property and the balance, if any, shall be contributed to the Residents' grant-in-aid fund (the "Grant-in-Aid Fund") held by the Greater Bridgeport Area Foundation.

**Advance Directives.** If you have executed an advance directive or have designated another person as your health care agent, health care representative or attorney-in-fact, it is recommended that you provide a copy of such advance directive to Watermark, to be maintained in Watermark's files. It is also recommended that you provide any revisions or changes to your advance directive to Watermark upon the effective date of such revisions or changes. This provision will be subject to all the legal requirements that the State of Connecticut has with respect to advance directives.

**19. INSPECTION/ACCESS TO YOUR RESIDENCE**

Watermark may enter your Residence at any time in the case of emergency. Except in the event of an emergency, unauthorized persons may not enter your Residence unless you have signed a release form providing access.

Watermark and its agents, employees and contractors may enter your Residence during reasonable hours (or, in an emergency, at any hour) upon such notice as is required by law or as is determined to be reasonable in order to inspect, clean, repair or alter the Residence or perform services for you as Watermark deems necessary. Watermark may require you to eliminate any unsafe or unsanitary conditions.

**20. SUBORDINATION**

Watermark may have mortgages and other obligations relating to its property. Your rights under this Contract will be subordinate to those mortgages and obligations, and to any extension, modification, renewal or replacement of those mortgages and obligations. You agree to sign any subordination agreement that Watermark may request from you. If there is a foreclosure of a mortgage on the Community, your right to use your Residence at 3030 Park Avenue shall terminate.

Notwithstanding the foregoing, the Entrance Fee Escrow Account shall not be subordinated to any other loans or obligations of Watermark or pledged as collateral, invested in any building or healthcare facility of any kind, used for capital contribution or improvements or for the purchase of real estate or removed from the State of Connecticut.

**21. INSURANCE POLICY - NO LIABILITY OF WATERMARK**

There is a possibility that at some time you may sustain a loss or damage of your personal property in your Residence without negligence by Watermark. Therefore, for your protection, you are required to purchase an insurance policy from your own insurance agent to cover your Residence as soon as you sign this Contract and annually thereafter. This policy will also include the appropriate coverage for any injury to another person within your Residence.

Watermark, its officers, agents and employees, will not be liable to you in any way for any loss or injury that you may suffer, or for any damage or theft of your property, unless such loss, injury or damage results from Watermark's negligence or willful misconduct. You will release Watermark from any claim for loss or injury to you or damage or theft to your property which resulted from your own action or from the actions of any third person other than Watermark or Watermark's officers, agents, and employees.

**22. RULES AND POLICIES**

Watermark has the right to make policies and rules for the operation of the Community, and to amend them from time to time in the sole discretion of Watermark, provided, however, these policies and rules shall not modify the specific rights provided to you under this Contract. These policies and rules may be included in the Resident Handbook and are binding upon you and must be faithfully observed by you.

**23. PRIVATE EMPLOYEES**

All outside caregivers, companions, aides, housekeepers, maintenance workers, sub-contractors and other personnel (“Private Employees”) hired directly by you, or contracted by you through any agency, including a licensed home health agency, to render services to you at the Community shall be subject to Watermark’s policies for employment of Private Employees.

You acknowledge that Watermark is not, and will not be, responsible for (i) the quality or quantity of any services rendered by Private Employees to you; (ii) claims made for breach of any obligation by you to provide compensation, workers’ compensation or other insurance; and (iii) claims related to the breach of any statutory or regulatory obligations respecting employment and the withholding and payment of income taxes. The provisions of this indemnification, including this paragraph, shall apply even if the Private Employees are employees of Watermark, its affiliates or its related parties, who are providing such services on their own time.

You acknowledge that this indemnification is given for the express benefit of Watermark, its affiliates and its related parties, and the officers, directors, employees, agents, and representatives of Watermark, its affiliates or its related parties, each of whom shall be indemnified pursuant to this Section.

**24. ACCESS TO YOUR HEALTH INFORMATION**

For purposes of determining your qualification for admission at 3030 Park Avenue and your eligibility to remain in residence at 3030 Park Avenue, You hereby consent that your pertinent health and wellness records will be furnished if and when requested by Watermark. You further consent that your attending physician or other health care provider shall furnish any additional information concerning your health or physical condition requested by Watermark. Watermark will keep all such records confidential unless disclosure of such records is required by law. When requesting access to your health information, Watermark shall comply with the Health Insurance Portability and Accountability Act (HIPAA), which regulations are codified at 45 C.F.R. Parts 160, 162 and 164, as such regulations may be amended from time to time, including without limitation, obtaining a HIPAA authorization from you, which you agree to sign, prior to accessing your health information.

**25. COMPLIANCE**

The Community will comply with all municipal, state and federal laws and regulations including those related to consumer protection and protection from financial exploitation.

**26. THE ENTIRE CONTRACT**

This Contract is the only agreement between you and Watermark. It replaces any written or verbal agreement that you may have had before. You agree that neither Watermark nor any representative of Watermark made any promise to you to induce you to sign this Contract.

**27. DISCLOSURE STATEMENT AND RESIDENT HANDBOOK**

You acknowledge that you received a Watermark 3030 Park, L.L.C. Disclosure Statement and Resident Handbook when you signed this Contract.

**28. VALIDITY**

If any provision of this contract shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this contract shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein, and such invalid, unenforceable or illegal provision shall be valid, enforceable and legal to the maximum extent permitted in such case.

By signing this Contract, you agree to all the terms that are contained in it.

[Signatures on Following Page]



WATERMARK 3030 PARK, L.L.C.

\_\_\_\_\_  
By: Its Authorized Agent (Executive Director)

\_\_\_\_\_  
Resident's Printed Name

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Resident's Printed Name (if second resident)

\_\_\_\_\_  
Resident's Signature (if second resident)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Telephone Number



THE WATERMARK  
AT 3030 PARK

## Exhibit A - Schedule of Fees Town Center, Inn and Gardens

Resident Name(s): \_\_\_\_\_ Apartment/Cottage: \_\_\_\_\_

Date of Occupancy: \_\_\_\_/\_\_\_\_/\_\_\_\_ Physical Move In Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Entrance Fees	Town Center	
<input type="checkbox"/> Gold Program Health Benefit (select refund option): <input type="checkbox"/> 90% Refundable <input type="checkbox"/> 50% Refundable <input type="checkbox"/> Declining <input type="checkbox"/> Life Care Health Benefit (select refund option): <input type="checkbox"/> 85% Refundable <input type="checkbox"/> 50% Refundable <input type="checkbox"/> Declining	\$	<b>Payments:</b> 10% Deposit of \$ _____ due ____ Balance of \$ _____ due ____
Non-refundable Second Occupant Entrance Fee: <input type="checkbox"/> Gold Program <input type="checkbox"/> Life Care	\$	

One-Time Fees	Town Center	Inn and Gardens
Non-refundable Community Fee	\$	\$
Non-refundable Pet Fee	\$	\$
Non-refundable Electric Cart Fee	\$	\$
Other:	\$	\$

Monthly Fees	Town Center	Inn and Gardens
Monthly Service Fee	\$	\$
Monthly Second Person Fee	\$	\$
Garage Parking	\$	\$
ALSA Services	\$	Not Applicable
Tier Level Charges	Not Applicable	\$
Other:	\$	\$
<b>Total Monthly Fees</b>	<b>\$</b>	<b>\$</b>

### Additional Information

Watermark shall have the right to add, delete and modify the services below at its sole discretion; provided however, Watermark shall give you at least thirty (30) days prior written notice of any such addition, deletion or modification.

**Cottage Credit.** Cottage residents receive a four-hundred dollar (\$400.00) meal credit per month. Meals will be available at locations at the Community as established in the Resident Handbook. Up to one-hundred dollars (\$100.00) of the credit may be used per month at the salon/spa.

**Away Credit.** Residents away for fourteen (14) days or more are eligible for a credit if Watermark is notified in advance. For a single occupant, the credit is fifteen dollars (\$15.00) per day for each day away. For double occupancy, when both are away, the credit is twenty-five dollars (\$25.00) per day.

**Late Fees.** If the Monthly Service Fee for any month is not paid by the tenth (10<sup>th</sup>) day of the month, Watermark shall collect a late charge of twenty-five dollars (\$25.00) on the eleventh (11<sup>th</sup>) day of the month in which the Monthly Service Fee is due and five dollars (\$5.00) for each day thereafter until the



THE WATERMARK  
AT 3030 PARK

## ***Exhibit A - Schedule of Fees*** **Town Center, Inn and Gardens**

Monthly Service Fee and all late charges are fully paid. If your check is not honored, Watermark shall collect a twenty-five dollar (\$25.00) fee.

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_



THE WATERMARK  
AT 3030 PARK

## *Exhibit B – Schedule of Additional Fees* **Town Center, Inn, Gardens and Springs**

### **Dining Services**

Item or Service	Charge	Notes
Guest/Resident additional meals	\$6.50 breakfast \$20.00 dinner	Town Center and 2North If beyond meal plan
Guest meals	\$5.50 breakfast \$7.50 lunch \$12.50 dinner	Inn, Gardens and Springs
Holiday/Special Events meals	From \$22.50 per meal	
Children's meals (under age 12)	1/2 price of guest meals	
“W” Lounge and Gallery Café Dining	Prices vary based on menu	
Packaged To Go/Resident Pick Up	\$4.00 per meal	
Meal Tray/Room Service	\$5.50 per delivery	Included in base rate in Inn, Gardens or Springs If ordered by nurse
Catering services	Prices vary based on requested menu	See Dining Services Director for pricing
Wait service for private party	\$25.00 per hour	
Housekeeping service for private party	\$25.00 per hour	For events not catered by Watermark. One Hour minimum

### **Parking/Private Transportation**

Item or Service	Charge	Notes
Appointment within Local Area, on scheduled transportation days (typically Monday through Friday)	\$7.50 round trip	Local area includes Bridgeport, Fairfield, Trumbull, Stratford, Westport
Appointment outside Local Area	\$25.00 per hour plus \$.55 mile	Within 10 Mile Radius
Appointment outside normal hours/days (typically 8am to 5pm)	\$25.00 per hour	
Garage parking	\$45.00 per month	<input type="checkbox"/> Add <input type="checkbox"/> Delete ____/____/____



THE WATERMARK  
AT 3030 PARK

## *Exhibit B – Schedule of Additional Fees* **Town Center, Inn, Gardens and Springs**

### **Maintenance**

Item or Service	Charge	Notes
Handyman services, basic <input type="checkbox"/> Repair furniture and small appliances <input type="checkbox"/> Moving furniture/fans, etc <input type="checkbox"/> Hanging shelves, mirrors, art, grab bars, etc <input type="checkbox"/> Moving items to/from storage <input type="checkbox"/> Install TV, stereo, etc	\$25.00 per hour plus supplies	One hour minimum
Change light bulbs/batteries on personal fixtures/equipment	No Charge	Resident to provide bulbs/batteries
Replacement keys or fob	\$100.00 per key \$75.00 per fob	
Replacement lock – Town Center	\$225.00 plus supplies	
Replacement lock – Inn, Gardens or Springs	\$75.00 plus supplies	

### **Housekeeping**

Item or Service	Charge	Notes
Additional cleaning: changing bedding, turning mattress, etc	\$14.00 per ½ hour	Half hour minimum
Carpet cleaning <input type="checkbox"/> Annual assessment and possible cleaning <input type="checkbox"/> 1 Room <input type="checkbox"/> 2 Rooms <input type="checkbox"/> 3 Rooms <input type="checkbox"/> 4 Rooms <input type="checkbox"/> Spots	No Charge \$25.00 \$50.00 \$65.00 \$75.00 \$15.00 per spot	Based on Watermark condition assessment
Blind cleaning – annual assessment and cleaning	No Charge	
Linen Service and Personal Laundry <input type="checkbox"/> Sheets/towels – One set laundered per week provided by Resident  <input type="checkbox"/> Sheets/towels – One set laundered per week provided by Resident  <input type="checkbox"/> Additional set of sheets or towels (provided by Watermark) <input type="checkbox"/> Personal laundry, towels	No Charge  \$10.00 per set  \$10.00 per set  \$1.50 per pound	Town Center Full Service, Inn, Gardens & Springs  Town Center Classic Plans & Cottages
Dry Cleaning <input type="checkbox"/> Pick-up and delivery to apartment	\$5.00 per service	Charge is in addition to dry cleaner's fee



THE WATERMARK  
AT 3030 PARK

## *Exhibit B – Schedule of Additional Fees* **Town Center, Inn, Gardens and Springs**

### **Assisted Living Services Agency (ALSA) Services for Town Center**

*Private duty personal services such as medication management, grooming assistance, and assurance checks are available through Watermark at Home, a licensed Assisted Living Services Agency (ALSA)*

<b>Item or Service</b>	<b>Charge</b>	<b>Notes</b>
CNA Visit	\$20.00 per hour	One hour minimum
CNA Private Duty Visit/Companion Services	\$20.00 per hour	Four hour minimum
CNA Assurance Check	\$10.00 per visit	
LPN Visit	\$33.00 per 15 minutes	15 minute minimum
RN Visit	\$40.00 per 15 minutes	15 minute minimum
Case Management	\$60.00 per hour	30 minute minimum
Social Worker Visit	\$60.00 per hour	30 minute minimum
Companion/Escort to provide assistance with short shopping trips and doctor's visit	\$25.00 per hour plus transportation charges	
Escort Services to and from Community amenities and events (Dining Room, Gallery Café, Indulge Salon/Spa and special events).	\$10.00 per escort each way	\$20.00 per hour, one hour minimum for Companion if needed
CNA Assistance with TED Stockings	\$10.00 per application	Applies if separate from scheduled visit
Case Management- LPN/RN Services	\$50.00 per hour	One hour minimum
Dressing Change	\$33.00 per LPN service \$40.00 per RN service	Per change includes supplies
Injections	\$33.00 per LPN treatment \$40.00 per RN treatment	Medication Plan B and C includes treatment at no additional charge
Administration of eye drops	\$33.00 per LPN treatment \$40.00 per RN treatment	Medication Plan B and C includes treatment at no additional charge
Administration of nebulizer treatments	\$33.00 per LPN treatment \$40.00 per RN treatment	Medication Plan B and C includes treatment at no additional charge
Lifeline Pendant Replacement	\$120.00	Per replacement



THE WATERMARK  
AT 3030 PARK

## ***Exhibit B – Schedule of Additional Fees*** **Town Center, Inn, Gardens and Springs**

### **Assisted Living Services Agency (ALSA) Services for Town Center – continued**

<i>Medication Plans include initial and quarterly assessments, bi-weekly pre-pour of medications, coordination of prescription renewals and/or refills, consultations with physicians, pharmacists and families. Medication Plans are available through Watermark at Home, a licensed Assisted Living Services Agency (ALSA)</i>		
Medication Plan A	\$400.00 per month	Medication set-up (pre pour) bi-weekly
Medication Plan B	\$525.00 per month	Medication set-up (pre pour) bi-weekly Medication Administration or reminder once daily
Medication Plan C	\$670.00 per month	Medication set-up (pre pour) bi-weekly Medication Administration or reminder twice daily
Medication Plan - Weekly	\$400.00 per month, in addition to cost of Plan A, B or C	Medication Plans A, B and C weekly set-up (pre pour)
Medication Administration- Storage Containers	\$15.00 per container	
Medication Administration/Reminders	\$5.00 per reminder	Per day beyond twice daily

### **Inn and Gardens Additional Assisted Living Services**

<i>Additional Assisted Living services available through a tiered point system. The tiered rates are based on individual needs and determined through a personal assessment by Watermark nursing staff.</i>		
<input type="checkbox"/> Tier Levels – Inn	Tier I \$600 per month Tier II \$1,200 per month Tier III \$1,800 per month Tier IV \$2,400 per month Custom Charge \$2,400 per month plus \$1.00 per additional points.	
<input type="checkbox"/> Tier Levels – Gardens	Tier I \$1,000 per month Tier II \$2,000 per month Tier III \$3,000 per month Custom Charge \$3,000 per month plus \$1.25 per additional points.	



THE WATERMARK  
AT 3030 PARK

## ***Exhibit B – Schedule of Additional Fees*** **Town Center, Inn, Gardens and Springs**

### **Inn, Gardens and Springs Ancillary Services**

<i>Town Center Life Care residents at the Inn, Gardens or Springs either temporarily or permanently</i>		
Meal and Miscellaneous Fee	\$35.00 per day	
Personal Grooming/Incontinent Supplies	Varies per item	See ALSA Program Director and Springs Administrator for pricing

### **Therapy Services**

<b>Item or Service</b>	<b>Charge</b>	<b>Notes</b>
CNA Visit	\$20.00 per hour	One hour minimum

### **Administration/Community Life**

<b>Item or Service</b>	<b>Charge</b>	<b>Notes</b>
Guest Suite <input type="checkbox"/> Single Occupancy <input type="checkbox"/> Double Occupancy <input type="checkbox"/> Rollaway Cot	\$135.00 per night \$145.00 per night \$15.00 per night	Meal Card provided for two meals per day per person.
Faxes, sending and receiving	\$2.00 for first page \$1.00 each additional page	See Front Desk
Copies – Black and White	\$0.25 per page	See Front Desk
Notary Service	See Bank's price list	People's Bank
Shredding Service	\$5.00 per envelope	See Front Desk
Long Term Insurance Claim Filing	\$20.00-\$35.00 per month	Varies based on filing
Postage	At cost	
Overnight Packages: FedEx, UPS, DHL	\$5.00	Charge is in addition to overnight carrier's fees
Envelopes (standard sizes)	\$0.25 - \$1.00 each	
Storage space	No charge	One per apartment, if available
Additional storage space	\$40.00 per month	<input type="checkbox"/> Add <input type="checkbox"/> Delete ____/____/____
Non-refundable Pet Fee	\$750.00 per pet	
Non-refundable Electric Cart Fee	\$250.00 per cart	
Beauty/Barber services	Prices vary	See Beautician/Barber
Local Telephone Service	Included	
Long Distance Call	Based on Usage	
Basic Cable	\$55.00 per month	Included in base rate in Inn, Gardens or Springs
Admission to off-site events/outings	Prices vary	See Community Life Calendar





THE WATERMARK  
AT 3030 PARK

## ***Exhibit B – Schedule of Additional Fees*** **Town Center, Inn, Gardens and Springs**

Watermark shall have the right to add, delete and modify the services below at its sole discretion; provided however, Watermark shall give you at least thirty (30) days prior written notice of any such addition, deletion or modification.

Resident Name: \_\_\_\_\_ Apartment: \_\_\_\_\_

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Second Resident Name: \_\_\_\_\_

Second Resident Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_



THE WATERMARK  
AT 3030 PARK

## *Exhibit C – Resident’s Bill of Rights*

The Watermark supports your rights to:

- Live in a clean, safe and habitable private residence;
- Be treated with consideration, respect and due recognition of your personal dignity, individuality, and the need for privacy;
- Privacy within your residence, subject to the Community’s rules reasonably designed to promote your health, safety and welfare;
- Keep and use your personal property within your residence so as to maintain individuality and personal dignity, provided that your use of personal property does not infringe on the rights of other residents or threaten the health, safety and welfare of other residents;
- Private communications, including receiving and sending unopened correspondence, telephone access, and visiting with persons of your choice;
- Freedom to participate in and benefit from Community services and activities so as to achieve the highest level of independence, autonomy, and interaction within the Community;
- Directly engage or contract with licensed health care professionals and providers of your choice to obtain necessary health care services in your residence, or in such other space in the Community as may be made available to residents for such purposes;
- Manage your own financial affairs;
- Exercise civil and religious liberties;
- Present grievances and recommend changes in policy, procedures, and services to the Executive Director or Community associates, government officials, or any other person without restraint, interference, coercion, discrimination, or reprisal from the Community, including access to representatives of the Department of Public Health or the Office of the Long-Term Care Ombudsman;
- Upon request, obtain the names of the service coordinator or anyone else responsible for resident care or coordination of resident care;
- Confidential treatment of all records and communications to the extent required by state and federal law;
- Have reasonable requests responded to promptly and adequately within the capacity of the Community and with due consideration given to the rights of other residents;
- Be fully advised of the relationship that the Community has with any Assisted Living Services Agency, health care facility, or educational institution to the extent that such relationship relates to resident medical care or treatment, and to receive an explanation about the relationship;
- Receive a copy of any rules and regulations of the Community;
- Privacy when receiving medical treatment within the Community’s capacity
- Refuse care and treatment and participate in the planning for the care and services you need or receive, provided, however, that your refusal of care and treatment may preclude you from being able to continue to reside in the Community; and
- If you are a continuing care resident, all rights afforded under Conn. Gen. Stat. § 17b-520 et seq. and any other applicable laws.



THE WATERMARK  
AT 3030 PARK

## *Exhibit C – Resident’s Bill of Rights*

Watermark hopes that any complaints or concerns that you have can be resolved by our associates. However, you also have the right to contact the following state agencies regarding complaints or concerns:

Department of Public Health  
Facility Licensing and Investigations  
410 Capitol Ave., P.O. Box 340308  
MS#12HSR  
Hartford, CT 06134-0308  
860-509-7400  
General: Victoria Carlson R.N. (Supervising Nurse Consultant)  
Complaints: Janet Williams, R.N. (Public Health Services Manager)

Nancy Shaffer, State Long Term Care Ombudsman  
Office of the Long Term Care Ombudsman  
25 Sigourney Street  
Hartford, CT 06106  
866-388-1888 or 860-424-5200

Kimberly Massey, Regional Ombudsman  
Region I/ Southwest Office  
Long Term Care Ombudsman Prog.  
1057 Broad Street  
Bridgeport, CT 06604  
203-551-5530  
Fax: 203-579-6903  
Area Served: Bridgeport, Darien, Easton, Fairfield, Greenwich, Monroe, New Canaan, Norwalk, Stamford, Stratford, Trumbull, Weston, Westport Wilton and Southport

If you are receiving nursing or personal care from an Assisted Living Services Agency, you also have other rights set forth separately in the Assisted Living Clients’ Bill of Rights.



THE WATERMARK  
AT 3030 PARK

*Disclosure Statement*  
*Exhibit B*  
Life Care Contract



THE WATERMARK  
AT 3030 PARK

# Continuing Care Contract Life Care

## 1. THE CONTRACT

This is a Continuing Care Contract between Watermark 3030 Park, L.L.C., dba The Watermark at 3030 Park (“Watermark”) and \_\_\_\_\_ (the “Resident”). It will be referred to herein as “this Contract.” The effective date of this Contract is \_\_\_\_\_, \_\_\_\_\_.

### BACKGROUND

A. Watermark operates a continuing care retirement community through which Watermark agrees to furnish or cause to be furnished a residence and other services to the Resident;

B. Resident has applied for admission to occupy a residence and to receive such other services; and

C. Watermark has reviewed and accepted Resident’s application subject to the execution of this Contract.

D. This agreement is not a lease and does not create any interest in the real estate and property owned by Watermark and the right of use thereof shall not inure to the use or benefit of the heirs, next of kin, assignees or representatives of a Resident or of a Resident's estate.

In consideration of the mutual promises contained in this Contract, and intending to be legally bound, Watermark and Resident agree as follows:

## 2. THE PARTIES TO THIS CONTRACT

**Watermark 3030 Park, L.L.C.** Watermark is a Delaware limited liability company. Watermark may assign the obligations under this Contract to another entity or may name another entity to act for it in performing its duties under this Contract. In this Contract Watermark, or any other entity which it names or assigns in its place, will be referred to as “Watermark”.

**The Resident.** You are the other party to this Contract. In this Contract, you will be called the “Resident.” The words “you” and “your” will also refer to you. If this Contract is signed by two persons, the words “Resident,” “you,” and “your” will refer to each person who signs this Contract. If one of you dies, these words will refer to the one who survives.

**3. THE RESIDENCE**

Watermark owns and operates an apartment building and cottages as well as a health care building offering assisted living, memory care and skilled nursing care, located at 3030 Park Avenue, Bridgeport, Connecticut. In this Contract, the apartment building and cottages will be referred to as “3030 Park Avenue.” The entire campus will be referred to as “the Community”.

Watermark will provide you with an apartment or cottage at 3030 Park Avenue. In this Contract, this apartment or cottage will be referred to as “your Residence.” Your Residence is designated on Exhibit A. Your Residence will be for your own personal use and occupancy only.

**Substitution of Residence.** Watermark reserves the right to substitute your Residence with another comparable residence at 3030 Park Avenue, at no additional expense to you, if it is necessary to meet any requirement of law or the lawful order or direction of the Fire Marshal or another authorized public official, or for any other reasonable purpose, as determined by Watermark in writing. A comparable residence means a residence that has the same number of bedrooms and bathrooms and that is approximately the same size as your Residence. Effective the date the occupancy transfers to the substituted residence, the substituted residence will be your Residence as defined in this Contract and shall be subject to all the same terms and conditions.

**Date of Occupancy.** You may move into your Residence on the date indicated on Exhibit A. In this Contract, this date will be referred to as the “Date of Occupancy,” which is the date the Residence will be ready for your occupancy, even if you are not ready to move into the Residence. You may continue to occupy your Residence for the remainder of your lifetime, unless this Contract is cancelled before you die, or you are relocated to another comparable residence pursuant to this Section 3 or you are removed from your Residence pursuant to Section 17 hereof so as not to jeopardize your health safety or welfare, or the health, safety or welfare of others. If this Contract is signed by two persons, occupancy of your Residence may continue until the last surviving person dies, unless this Contract is cancelled before then.

**4. THE ENTRANCE FEE**

The Entrance Fee entitles you to the use of your Residence and to the other services described in this Contract. You must pay Watermark an Entrance Fee in the amount indicated on Exhibit A.

**A. Down Payment**

Watermark requires a down payment (the “Down Payment”) of ten percent (10%) of the Entrance Fee. You must pay the Down Payment at the time you sign this Contract. Once the Down Payment has been fully paid, the remaining amount of the Entrance Fee must be paid in

full on the Date of Occupancy, even if you do not actually move into your Residence on that date.

**B. Balance**

Once the Down Payment has been fully paid, the remaining amount of the Entrance Fee (the “Balance”) must be paid in full on the Date of Occupancy even if you do not actually move into your Residence on that date.

**5. SERVICES FOR A RESIDENT**

Watermark provides services for which it charges a set monthly service fee (the “Monthly Service Fee”). Residents who want additional services will be charged individually for those services. Watermark will provide or make available certain additional items and services to Residents for an additional charge (“Additional Fee”) pursuant to the terms of this Contract. The Additional Fees as of the Effective Date are outlined in Exhibit B of this Contract (“Schedule of Additional Fees”). Watermark may change the nature and scope of additional services offered and/or increase the Additional Fees from time to time by giving the Resident thirty (30) days prior written notice of a change.

This Section describes in general the services that are available at 3030 Park Avenue. Watermark has published a Resident’s Handbook which contains rules and policies for the specific use of these services and which may change from time to time, provided, however, the Resident Handbook shall not modify the specific rights provided to you under this Contract (as modified from time to time, the “Resident Handbook”).

**Meals.** Watermark will make available to you the number of meals outlined on Exhibit A attached hereto. Your meals will be served at a location(s) as established in the Resident Handbook.

**Nursing Care and Assistance with Daily Living.** You will have preferential admission status at the assisted living (the “Inn”), dementia care (the “Gardens”) or nursing care (the “Springs”) located at the Community. You will also have certain health care services provided as outlined in Section 7.

Watermark shall operate as a managed residential community and shall maintain a contract with an assisted living services agency (“ALSA”) licensed by the Connecticut Department of Public Health which will provide you with assistance with daily living activities, including assistance with bathing, dressing, medication pre-pouring and daily administration of medications (the “ALSA Services”) to the extent you require such assistance. You have the right to receive ALSA Services through the ALSA in your Residence. The fees for the ALSA Services are not included in the Monthly Service Fee. Such fees shall be posted and are subject

to change from time to time upon at least thirty (30) days prior notice. The managed residential community is not licensed by the State of Connecticut.

**Housekeeping Services.** Your Residence will be cleaned as established in the Resident Handbook. You will be charged on a monthly basis for additional personal services as outlined on Exhibit B.

**Utilities.** Watermark will provide you with standard utilities, such as light, heat, air-conditioning, water and local telephone service. Other service charges are outlined on Exhibit B.

**Community Facilities.** You are entitled to use all of the community and recreational facilities at 3030 Park Avenue as established in the Resident Handbook. The programs and facilities of 3030 Park Avenue may be changed from time to time at the discretion of Watermark.

**Parking/Operation of a Motor Vehicle.** You may rent a garage space, if available, for an additional fee as outlined in Exhibit B. In order to park or operate a motor vehicle on the premises of 3030 Park Avenue, you must maintain automobile liability insurance with your own insurance agent to cover liability and medical expenses arising from injuries to yourself or others. Your use of any motor vehicle, electric cart or power operated vehicle is subject to the rules and policies of Watermark, including but not limited to, speed limits and safe driving procedures and practices. Watermark reserves the right to revoke your operating and parking privileges on the premises of 3030 Park Avenue if you do not abide by the applicable rules, regulations, policies, and procedures.

**Pets.** Pets are allowed at 3030 Park Avenue, subject to approval by Watermark. An additional non-refundable pet deposit shall be required as set forth on Exhibit A. Watermark reserves the right to rescind approval of your pet if Watermark determines that the pet constitutes a nuisance or danger to others, or threatens the quiet enjoyment of the other residents of the Community.

## **6. MONTHLY SERVICE FEE**

Until cancellation of this Contract as outlined in Section 8, you must pay a Monthly Service Fee (the “Monthly Service Fee”) to Watermark. Your Monthly Service Fee must be paid in advance each month. The first payment must be made on the date the balance of the Entrance Fee is due, which is the date the Residence is ready for your occupancy, even if you are not ready to move into the Residence. If the Balance of the Entrance Fee is due on a day other than the first of the month, your second Monthly Service Fee will be adjusted to reflect that proration.

Your Monthly Service Fee is listed on Exhibit A. Watermark has the right to increase or decrease the Monthly Service Fee in its sole discretion. However, Watermark will give you thirty (30) days notice in writing before it does so.



You must pay a Monthly Service Fee for each month that this Contract is in effect regardless of whether you are in residence. You must pay the full Monthly Service Fee for the month in which you actually vacate the Residence. This last month will not be pro-rated.

If the Monthly Service Fee for any month is not paid when due, Watermark may collect a late fee until the Monthly Service Fee and all late fees are fully paid. The late fee is outlined on Exhibit A, and shall not exceed the maximum late fee and rate of interest as allowed by applicable federal and state law.

## **7. LIFE CARE PROGRAM**

In addition to the services described in Section 5, certain health care services shall be provided on the following basis:

### **A. Health Care Benefit**

The life care benefit for a Resident pursuant to this Agreement includes the ability, upon written order of Watermark’s Medical Director or the Resident’s Primary Physician, to transfer to an Inn studio apartment, Gardens semi-private room or Springs private room (collectively, “Standard Accommodation”). A Springs semi-private room will be considered a Standard Accommodation if Section 7(A)(iii) is applicable.

The life care benefit is contingent upon the following:

- (i) Eligibility begins on your Date of Occupancy.
- (ii) This benefit shall commence when you move from your Residence and become either a temporary or permanent Resident at the Inn, Gardens or Springs as described in Section 16.
- (iii) If accommodation is not available in the Inn, Gardens or Springs, the Resident will be admitted temporarily to a comparable facility at Watermark’s discretion and will be put on a priority list for the appropriate level of care. If the Resident chooses not to return to the Community at the time the accommodation become available, this Contract will be cancelled and any health care benefit will terminate.
- (iv) Upon transfer to the Inn, Gardens or Springs, you agree to sign a separate Inn, Gardens or Springs Addendum to this Agreement, as appropriate.

**B. Financial Considerations**

The Resident shall continue to be responsible for payment of the Monthly Service Fee and shall also be responsible for the following:

(i) “Meal and Miscellaneous Charge,” which covers two additional meals and two snacks per day, referral services and wellness education. The charge as of the Effective Date is outlined in Exhibit B and may increase from time to time with thirty (30) days prior written notice of a change.

(ii) The Resident shall be responsible for payment for any and all additional required or requested medical and related services (“Non-covered Costs”), which are not covered by the Monthly Service Fee, including, but not limited to, the following:

- a. Personal physician services, dental care, physical and occupational therapy, special nurses, hospice services, non-house medical supplies, durable medical equipment and drugs and medication;
- b. Any and all costs related to emergency and/or hospital care, including, but not limited to, emergency physicians, paramedic, ambulance, etc;
- c. Any and all costs related to additional services or supplies provided at the Resident’s request;
- d. Home care services, as needed or requested by the Resident. The Resident has the option to select a home health care agency of their choice, including the ALSA located at the Community;
- e. Occupancy in a non-Standard Accommodation, when at the Resident’s request.

(iii) The Resident shall be responsible for payment for any and all additional care services in the Inn and/or Gardens (“Tier Charges”) beyond those in the “Base Tier” as follows:

- a. Tier Charges are for additional levels of services (“Tiers”) that the Resident requires and are outlined as of the Effective Date of this Contract, on Exhibit B. Watermark may modify such charges at any time upon thirty (30) days prior written notice to the Resident;
- b. To determine whether and to what extent the Resident requires additional care services, Watermark will conduct a baseline functional assessment of the Resident prior to or upon move in to the Inn and/or Gardens, and

periodically thereafter (e.g., when the Resident exhibits a change in condition). The Resident's needs, and the appropriate Tier, if applicable, will be documented in an Individualized Service Plan that the Resident and his or her family or responsible party will sign.

- c. Watermark will update the Resident's Individualized Service Plan and Tier designation as necessary to reflect changes in the Resident's condition as determined by subsequent functional assessments of the Resident. Any change in Tier Charges as a result will become effective immediately;
- d. Watermark may modify the Tier program for assisted living services, and may introduce new programs for such services and the payment for such services at any time upon thirty (30) days prior written notice to the Resident.

(iv) Any other ancillary items and services. Watermark may from time to time identify additional Non-covered Costs, whether of a medical/health nature or otherwise, for which the Resident will be financially responsible. Watermark will notify the Resident in writing at least thirty (30) days in advance of any such additional Non-covered Cost becoming effective.

(v) Watermark may receive (either directly or by payment by the Resident if the Resident receives the payment) any applicable payments made under Medicare or any other health insurance plan. The Resident will be required to pay for any health services not covered by this Contract, by Medicare or by other insurance.

(vi) If your Residence is occupied by two persons, and one of you moves to the Inn, Gardens or Springs, the remaining Resident must continue to pay the Monthly Service Fee for single occupancy and the other Resident must continue to pay the Second Occupant Monthly Service Fee.

## **8. CANCELLATION OF THIS CONTRACT**

### **A. Reasons for Cancellation**

You may cancel this Contract at any time for any reason. To do so, you must give written notice to Watermark. Watermark may also cancel this Contract at any time for good cause. Watermark will also give written notice to you.

Watermark will have good cause to cancel this Contract for any one of the following reasons:

(i) If you give any incorrect information to Watermark, or fail to give any necessary information, or if you mislead Watermark. This reason will apply to any statements or information that you give to Watermark, or that someone else gives to Watermark on your behalf;

(ii) If it is determined, pursuant to Section 17, that (A) your physical or mental condition, or your conduct, is such as to jeopardize your health, well-being or safety, or the peace and welfare of others, or (B) you are no longer able to accomplish the activities of daily living, such as dressing, bathing and getting about in a safe and independent way, and you have either refused or otherwise failed to obtain assisted living services after five (5) business days written notice from Watermark or you require a higher level of care than assisted living services; or

(iii) If you fail, neglect or refuse to abide by the terms of this Contract or rules and policies published by Watermark, including if you fail to pay a Monthly Service Fee when due, subject, however, to the provisions of Section 12 regarding financial hardship.

**B. Vacating Your Residence**

You agree to vacate your Residence within sixty (60) days after you have received a notice of cancellation of this Contract from Watermark. You also agree to vacate your Residence within sixty (60) days after you give notice of cancellation to Watermark. The Monthly Service Fee must be paid for the sixty (60) days following Watermark's receipt of your notice of cancellation. When you vacate or abandon your Residence, Watermark may go into the Residence without notice to you, and may remove all your property and belongings. Watermark may, at its option, take possession of such property and declare it to be the property of Watermark or, at your expense, dispose of it in such a manner and for such consideration as Watermark, in its sole discretion, deems appropriate, including storing and/or selling or otherwise disposing of such property. After that, Watermark may use your Residence for any purpose, subject to Watermark's obligation to use commercially reasonable efforts to re-occupy your Residence as set forth in Section 9, Paragraph E (ii) (Payment of a Refund).

**9. REFUND POLICY**

Depending on when this Contract is cancelled, you may be entitled to a refund of part of your Entrance Fee as indicated on Exhibit A and as provided for hereafter. The Entrance Fee as described in this Section 9 does not include any entrance fees related to a second occupant. Second occupant entrance fees are non-refundable refundable with the exception of the Sections 9 (A) and 9 (B). Watermark may deduct from any refund that may be owed you charges for certain services as defined in this Section.

**A. Grace Period**

The thirty (30) day period after you sign this Contract will be referred to as the “Grace Period.” Nothing in this Contract requires that you move into your Residence before the end of the Grace Period. You may cancel this Contract at any time within thirty (30) days after you sign it. In order to cancel this Contract, you must send a notice to Watermark by registered or certified mail before the end of the Grace Period. Watermark will then refund to you the money that you paid for the Entrance Fee, except for certain charges, described in the following paragraph, which Watermark may deduct from the money that you paid. If this Contract is cancelled by your estate because you have died during the Grace Period, the refund will be made to your estate.

Watermark is allowed to deduct a reasonable administrative and processing fee not to exceed the greater of One Thousand Dollars (\$1,000) or two percent (2%) of the Entrance Fee from your refund. Watermark may also deduct any money that was spent by Watermark because of your written request, for example, if specific Residence upgrades requested by you were made.

**B. After The Grace Period and Before the Date of Occupancy**

If after the Grace Period, but prior to taking occupancy of your Residence, you die, or on account of illness, injury or incapacity, you are unable to occupy your Residence, and you or your legal representative sends notice to Watermark by registered or certified mail of your intention to cancel this Contract, this Contract will be cancelled and you or your legal representative will receive a refund of any money you paid toward the Entrance Fee, except for certain charges, described in the following paragraph, which Watermark may deduct from the money that you paid. If this Contract is cancelled by your estate because you have died during the Grace Period, the refund will be made to your estate.

Watermark is allowed to deduct a reasonable administrative and processing fee not to exceed the greater of One Thousand Dollars (\$1,000) or two percent (2%) of the Entrance Fee from your refund. Watermark may also deduct any money that was spent by Watermark because of your written request, for example, if specific Residence upgrades requested by you were made. Watermark reserves the right to request a statement from your physician if the cancellation is on account of illness, injury, or incapacity.

**C. After The Grace Period and After the Date of Occupancy**

You may cancel this Contract at any time after the Grace Period ends. Watermark may also cancel this Contract at any time for good cause after the Grace Period ends. Such cancellation must be made by written notice. This Contract will end on the thirtieth (30<sup>th</sup>) day after the notice is received.

Any applicable Entrance Fee Refund will be paid as set forth in Paragraph E (ii) (Payment of Refund) and will be calculated based on the refund option selected in Exhibit A,

less certain charges described in the following paragraph, which Watermark may deduct, as follows:

(i) 85% Refundable Plan. The Resident is eligible for an Entrance Fee Refund of 85% (eighty-five percent) of the Entrance Fee.

(ii) 50% Refundable Plan. The Resident is eligible for an Entrance Fee Refund of 50% (fifty percent) of the Entrance Fee.

(iii) Declining Refund Plan. The Resident is eligible for an Entrance Fee Refund that declines to a zero balance over 46 (forty-six) months. It declines by 10% (ten percent) after the first full or partial month of occupancy and declines by an additional 2% (two percent) each month thereafter.

Watermark may also deduct charges for certain services, as described herein. Watermark is allowed to deduct a reasonable administrative and processing fee not to exceed the greater of two percent (2%) of the Entrance Fee or One Thousand Dollars (\$1,000) from your refund. Watermark may also deduct any money that was spent by Watermark because of your written request, for example, if specific Residence upgrades were requested by you.

If your Residence is available to you for occupancy, but you do not occupy it before you cancel this Contract, other than due to your death, illness, injury or incapacity as set forth above, Watermark is allowed to deduct the Monthly Service Fee. For this purpose the Monthly Service Fee will be computed on a “per diem” basis. Per diem means the portion of the Monthly Services Fee which would be due each day. You must pay the per diem portion of the Monthly Service Fee for each day from the day your Residence was available for occupancy until the day on which you gave notice of cancellation.

**D. Death of a Resident**

If you die after the end of the Grace Period and after the Date of Occupancy, this Contract will be cancelled. If there are two persons signing this Contract, death of a Resident refers to the death of the last surviving person. If the Residence is vacated within thirty (30) days following the date of death, your estate is only responsible for the Monthly Service Fee for that thirty (30) days. However, the Monthly Service Fee must be paid for any month in which your property and belongings remain in your Residence beyond that thirty (30) day period. If this Contract is cancelled because of your death, you or your estate may be entitled to a refund. Once the Residence is completely vacated, you or your estate may be entitled to a refund computed in accordance with Section 9 (C) and paid in accordance with Section 9 (E).

**E. Payment of Refund**

(i) A refund due to you as a result of your cancellation of this Contract as

provided in Paragraph A of this Section during the Grace Period or as provided in Paragraph B of this Section if after the Grace Period, but prior to taking occupancy of your Residence, you die or are unable to occupy your Residence due to your illness, injury or incapacity, will be made by the escrow agent (the “Escrow Agent”) for the entrance fee escrow account established in accordance with Connecticut law (the “Entrance Fee Escrow Account”). Such refund will be paid in accordance with the terms of an entrance fee escrow agreement, which complies with the requirements of Connecticut law (the “Entrance Fee Escrow Agreement”), which for that purpose will be considered as part of this Contract.

(ii) For all other refunds, Watermark will pay your refund thirty (30) days after your Residence has been occupied by someone else and you are no longer residing in any level of care offered at Watermark. Neither you nor your estate may claim payment of any refund until the latter of the two events has occurred. Watermark will make commercially reasonable efforts to find a new occupant for your Residence, or if Watermark elects not to pursue a new occupant for your Residence, Watermark will pay any refund due to you as if your Residence were occupied by someone new. If you owe any money to Watermark after this Contract is cancelled, Watermark may deduct the amount that you owe from the refund that will be paid to you. If Watermark fails to pay any refund due to you as described in this Section, Watermark will pay interest on the amount due to you at the rate of one percent (1%) per month on all unpaid amounts.

## **10. YOUR RIGHTS UNDER THIS CONTRACT**

The rights given to you under this Contract belong to you alone. When this Contract is cancelled, whether by your death or by notice of cancellation, all of your rights and interest in this Contract will come to an end, except for the right to payment of any refund. No right or interest of any kind will go to your heirs or your representatives, except for the right to payment of any refund pursuant to the terms of this Contract. You may not assign any of your rights under this Contract to anyone else.

You may come and go from the Community as you wish. However, you must pay the Monthly Service Fee even while you are away from the Community.

If two persons sign this Contract, neither of you may cancel this Contract-as long as the other one is still living. You may only cancel this Contract if you act together. If one of you leaves your Residence, or must be removed from your Residence, the right to occupancy that the other one has will not be changed. Neither one of you is able to divide your Residence, or to force the removal of the other.

You cannot assign any right you have to use your Residence to another person. You cannot sublet your Residence. You cannot pledge, mortgage or use this Contract or your

Residence for security. No one to whom you owe money, or who has some other claim against you, may make any claim, lien or attachment against this Contract or your Residence.

Watermark has the sole right to decide who is eligible for admission to 3030 Park Avenue.

Additional rights are outlined in Exhibit C of this Contract.

## **11. RESIDENT ACCEPTANCE POLICY**

Watermark will require a medical history from your personal physician. This medical history must attest that you are mentally and physically able to reside at 3030 Park Avenue. Watermark will also require financial information prior to your Date of Occupancy. This confidential information will be reviewed by a representative of Watermark in accordance with established acceptance policies. Special considerations of cases not meeting all of the admission criteria will be referred to the Watermark Executive Director for consideration and action.

**A. Physical Requirements.** To be accepted for residency, the Resident must meet the following physical requirements: (1) be 65 years of age or more at the time of establishing residency, except where more than one Resident occupies an Apartment, in which case at least one Resident must be 65 years of age or more at the time of establishing residency; (2) free from communicable diseases and must be in sufficiently good health to live without assistance in the selected Apartment and be able to function independently; (3) The Resident must disclose any severe or chronic disorders. A physician's report is required for all Residents sixty (60) days prior to the Date of Occupancy.

**B. Financial Requirements.** To be accepted for residency, the Resident must meet the following financial requirements: (1) have financial assets adequate to pay the contracted Entrance Fee, plus an amount sufficient to provide for the Resident's personal financial requirements after residency; (2) have sufficient income to meet the anticipated Monthly Service Fee and any other applicable fees for items and services not covered by the Monthly Service Fee; (3) have coverage under Medicare parts A and B (basic and supplemental coverage) if eligible, and one supplementary health insurance policy. Parts of section 11(B)(3) may be waived or modified for certain groups of people such as retired Civil Service employees and those with comparable coverage with a Health Maintenance Organization or other private insurance.

## **12. YOUR PROMISES TO WATERMARK**

**Information.** Upon acceptance by Watermark, you were issued this Contract. By signing this Contract, you promise that all the information that appears on your application and all other information that you have given to Watermark is true, complete and correct. In



addition, you agree to comply with future requests for medical information Watermark may require as set forth in Section 24. Watermark reserves the right to require you, upon request, to update the financial information disclosed to Watermark in your application.

**Government Benefits.** It is possible that benefits will be available to you under state or federal law to pay for medical services that you receive; for example, from the program known as “Medicare.” You agree to do whatever is reasonable, including submitting forms or taking other action, which will help to make payment of doctor bills, hospital bills, bills for extended care, and bills for other services, including reimbursement to Watermark for bills paid by it, from these programs. Hospital, medical or similar services for which such benefits are paid by state or federal programs are not part of the services provided by Watermark. Nothing in this Section shall be interpreted to mean that Watermark has any obligation to provide or pay for hospital, medical or similar services.

**Damage.** You are responsible for any damage that you may cause to the Community or its furnishings, equipment or property, except for ordinary wear and tear. You must not do, or cause to be done, any act which would violate the Fire Code or Health Code. This includes no excessive clutter in your Residence. Watermark may take immediate action to correct any violations of the Fire Code or Health Code. You must pay the cost of correcting such violations.

**Indemnity.** Watermark has the right to make a claim against you, against your estate, or against any person who is legally liable for your support, for any money that you owe to Watermark. Watermark will also have the right to make such a claim for any damage and for reimbursement for the cost of any repair or redecoration which may be necessary for your Residence, because of your use. However, Watermark will not make a claim for ordinary wear and tear.

### **13. FINANCIAL HARDSHIP**

There may come a time when you are unable to pay all or part of your Monthly Service Fee because of your own financial hardship. Watermark will make reasonable efforts to help you find the means for payment, by applications for state or federal aid or any other source of financial assistance. Watermark expects that you will cooperate in these efforts in any way that you can. While these attempts are being made, Watermark will continue to provide its services to you under this Contract for a period of thirty (30) days. If you do not apply for, diligently seek and obtain such benefits, and if you are not able to resume payment of your Monthly Service Fee within the thirty (30) day period, Watermark will cancel this Contract.

### **14. FURNISHINGS AND MAINTENANCE**

**Fixtures.** Your Residence will have wall-to-wall carpeting provided by Watermark. Watermark will also provide blinds for your Residence. All installations become the property of Watermark.

**Alterations.** You may make other alterations in your Residence at your own expense. All alterations must be requested in writing and approval by Watermark in advance. Such alterations will belong to Watermark when you vacate your Residence. At Watermark’s request, you may be required to return your Residence to its original condition at your expense.

**Painting.** Watermark will repaint occupied Residences as a need is determined by Watermark.

**15. JOINT OCCUPANCY AND/OR MARRIAGE**

**A. Resident/Non-Resident.** You may want a non-resident, who does not currently live at the Community, to occupy your Residence with you. You and the non-resident are required to apply to Watermark for admission of such non-resident to 3030 Park Avenue and to provide Watermark with the same health, financial and other information as Watermark requires generally for new applicants desiring to live at 3030 Park Avenue. Watermark may grant or withhold such admission in its sole discretion. If such admission is denied, then such non-resident may not reside in your Residence.

(i) If Watermark grants admission to such non-resident to 3030 Park Avenue, such person shall be considered a “New Resident.” If the New Resident intends to move into your Residence, this Contract will be cancelled and a new Continuing Care Contract (the “New Contract”) will be signed by you and the New Resident. A New Entrance Fee equal to your original Entrance Fee under this Contract and the then-prevailing second occupant entrance fee must be paid to Watermark prior to the New Resident’s Date of Occupancy. Watermark will also set a new Monthly Service Fee for you and the New Resident, which will include an additional second occupant monthly service fee (the “Second Occupant Monthly Service Fee”), as outlined on Exhibit A of the New Contract. The amount of a refund, if any, of your original Entrance Fee will be determined pursuant to Section 9, Paragraph (C) of this Contract. Any refund of your original Entrance Fee shall be applied to the New Entrance Fee. Any refund of the New Entrance Fee shall be determined by the New Contract.

(ii) If Watermark grants admission to the New Resident, and if you and the New Resident wish to move into a new Residence, this Contract will be cancelled and a New Contract will be signed by you and the New Resident. A New Entrance Fee equal to the then-prevailing Entrance Fee for the new Residence and the then-prevailing second occupant entrance fee must be paid to Watermark prior to the new Date of Occupancy. Watermark will also set a new Monthly Service Fee for you and the New Resident, which will include an additional Second Occupant Monthly Service Fee, as outlined on Exhibit A of the New Contract. The amount of a refund, if any, of your original Entrance Fee will be determined pursuant to Section 9, Paragraph (C) of this Contract. Any refund due on your original Entrance Fee shall be paid upon the occupancy of your original Residence by someone new. Watermark shall use commercially reasonable efforts to find a new occupant for your original Residence, or if Watermark elects not to pursue a new occupant for your original Residence, Watermark will pay

the refund due to you as if your Residence were occupied by someone new. Any refund of the New Entrance Fee shall be determined by the New Contract.

**B. Resident/Resident.** You and another Resident who occupies a separate Residence and has a separate Contract with Watermark may wish to move into one residence together.

(i) If you or the other Resident move into the current Residence of one of you, the original Contracts of both Residents will be cancelled and a New Contract will be signed by you and the other Resident. A New Entrance Fee equal to the original Entrance Fee of the Resident who did not move and the then-prevailing second occupant entrance fee must be paid to Watermark prior to your joint occupancy. Watermark will also set a new Monthly Service Fee, which will include the Monthly Service Fee of the Resident who did not move, plus an additional Second Occupant Monthly Service Fee, as outlined on Exhibit A of the New Contract. The amount of a refund, if any, of your original Entrance Fee will be determined pursuant to Section 9, Paragraph (C) of this Contract. Any refund due under the non-moving Resident's original contract shall be applied to the New Entrance Fee. Any refund which would become due under the moving Resident's original Contract shall be paid upon the occupancy of such Resident's Residence by someone new. Watermark shall use commercially reasonable efforts to find a new occupant for the moving Resident's Residence, or if Watermark elects not to pursue a new occupant for the moving Resident's Residence, Watermark will pay the refund due to such Resident as if such Residence was occupied by someone new. Any refund of the New Entrance Fee shall be determined by the New Contract.

(ii) If you and another Resident wish to move into a new Residence, the original Contracts of both Residents will be cancelled and a New Contract will be signed by you and the other Resident. A New Entrance Fee equal to the then-prevailing Entrance Fee for the new Residence and the then-prevailing second occupant entrance fee must be paid to Watermark prior to the new Date of Occupancy. Watermark will also set a new Monthly Service Fee, which will include an additional Second Occupant Monthly Service Fee, as outlined on Exhibit A of the New Contract. The amount of a refund, if any, of your original Entrance Fee will be determined pursuant to Section 9, Paragraph (C) of this Contract. Any refund of either Resident's original Entrance Fee shall be paid upon the occupancy of such Resident's Residence by someone new. Watermark shall use commercially reasonable efforts to find a new occupant for each Resident's Residence, or if Watermark elects not to pursue a new occupant for a Resident's Residence, Watermark will pay the refund due to such Resident as if such Residence was occupied by someone else. Any refund of the New Entrance Fee shall be determined by the New Contract.

## **16. MOVING TO A NEW RESIDENCE UPON REQUEST OF RESIDENT**

You may request to move from your Residence to a different residence. Watermark must approve this move. If the move is approved, this Contract will be cancelled and a New Contract will be signed. The effective date of the New Contract will be the date of the move.

Following the approval of the requested move, you will be assessed a refurbishing fee in an amount established by Watermark, which is subject to change from time to time. This fee will cover material and labor to refurbish your Residence to its original condition. This work may include, but not be limited to, replacing carpeting, repainting of your Residence, and repairs to cabinets and wood trim.

If you elect to move to a larger Residence, a New Entrance Fee equal to the then-prevailing Entrance Fee for the new Residence less the original Entrance Fee must be paid to Watermark prior to the New Date of Occupancy. Any later Entrance Fee Refund will be calculated based on the New Entrance Fee. The amount of a refund, if any, of your original Entrance Fee will be determined pursuant to Section 9, Paragraph (C) of this Contract and paid pursuant to Section 9, Paragraph (E). Watermark will also set a new Monthly Service Fee, at the then-prevailing rate, as outlined on Exhibit A of the New Contract.

If you elect to move to a smaller Residence, a New Entrance Fee equal to the then-prevailing Entrance Fee for the new Residence less the original Entrance Fee must be paid to Watermark prior to the New Date of Occupancy. Any later Entrance Fee Refund will be calculated based on the New Entrance Fee. The amount of a refund, if any, of your original Entrance Fee will be determined pursuant to Section 9, Paragraph (C) of this Contract and paid pursuant to Section 9, Paragraph (E). Your Monthly Service Fee will remain unchanged.

**17. PERMANENT RESIDENCE IN A HIGHER LEVEL OF CARE**

Your physician, your family or your representative may recommend to Watermark that you need continuous assisted living care, dementia care or long-term nursing care (“Higher Level of Care”) and that you will no longer occupy your Residence. Watermark must verify this recommendation with your physician. If the recommendation is verified, you must vacate your Residence.

This Contract remains in effect and does not change if you permanently move into any Higher Level of Care at the Community. If you permanently move into a Higher Level of Care other than the Higher Level of Care that is at the Community, this Contract will be terminated and the Life Care Benefit as outlined in Section 7 of this Contract will no longer be applicable. When you become a permanent resident in any Higher Level of Care, Watermark may find another resident for your Residence. Any refund due will be paid once you are no longer residing in any level of care at the Community and as described in Section 9 of this Contract.

**18. INVOLUNTARY REMOVAL**

It may be determined that your physical or mental condition, or your conduct, is such as to jeopardize your health, well being, or the safety, peace and welfare of others. It may also be determined that you have come to require, on a permanent basis, services which Watermark does

not offer at the Community. It may also be determined that you are no longer able to accomplish the activities of daily living, such as dressing, bathing and getting about in a safe and independent way and you have either refused or otherwise failed to obtain assisted living, memory care or skilled nursing services after five (5) business days written notice from Watermark or you require a higher level of care than what is available at the Community. Watermark will make these determinations in consultation with your physician, the appropriate specialists, your legal representative, if applicable, and/or you and representatives of your family, if reasonably available, and the Wellness Committee, as described in the Resident Handbook.

If it is determined that you can no longer continue to live in your Residence, Watermark will require you to vacate your Residence. Watermark will cooperate with you or your representative in finding a nursing home or other such facility, to the extent you request such assistance, but Watermark shall not be obligated to incur any expense related to such cooperation. Until you permanently vacate your Residence, you will be liable for the Monthly Service Fee during any period that you are absent from the Community.

#### **19. DEATH OF A RESIDENT**

Except for refunds, Watermark will have no obligation to you or your estate under this Contract after your death.

**Two Persons.** The Resident under this Contract may be two persons. The first such person who dies will no longer have any rights under this Contract, and his estate or heirs will not have any rights under this Contract. This Contract will continue for the survivor as if the survivor were the only person who had signed this Contract. If two persons who have signed this Contract die simultaneously, or if it is impossible to determine which one survived the other, refunds that might be due will be divided equally between the estates of both persons, unless they have previously written to Watermark and given a direction for some other treatment of the refund.

**Burial Arrangements.** Prior to the Date of Occupancy, you must show Watermark that you have made adequate provision for burial arrangements and for the disposition of your furniture and of your other property and belongings. Watermark will accept any written instructions about these matters that may be necessary or helpful to you to carry out your wishes in the event of your death. Your estate will have thirty (30) days after your death during which all of your property and belongings must be removed from the Community. During this period, your estate will be responsible for the Monthly Service Fee. After that, Watermark has the right to remove your property and belongings, and to store or dispose of them, at its sole discretion and at the expense of your estate. Proceeds from the sale of property and belongings will be first applied to Watermark's cost of coordinating the removal, storage and disposal of the property and the balance, if any, shall be contributed to the Residents' grant-in-aid fund (the "Grant-in-Aid Fund") held by the Greater Bridgeport Area Foundation.

**Advance Directives.** If you have executed an advance directive or have designated another person as your health care agent, health care representative or attorney-in-fact, it is recommended that you provide a copy of such advance directive to Watermark, to be maintained in Watermark's files. It is also recommended that you provide any revisions or changes to your advance directive to Watermark upon the effective date of such revisions or changes. This provision will be subject to all the legal requirements that the State of Connecticut has with respect to advance directives.

## **20. INSPECTION/ACCESS TO YOUR RESIDENCE**

Watermark may enter your Residence at any time in the case of emergency. Except in the event of an emergency, unauthorized persons may not enter your Residence unless you have signed a release form providing access.

Watermark and its agents, employees and contractors may enter your Residence during reasonable hours (or, in an emergency, at any hour) upon such notice as is required by law or as is determined to be reasonable in order to inspect, clean, repair or alter the Residence or perform services for you as Watermark deems necessary. Watermark may require you to eliminate any unsafe or unsanitary conditions.

## **21. SUBORDINATION**

Watermark may have mortgages and other obligations relating to its property. Your rights under this Contract will be subordinate to those mortgages and obligations, and to any extension, modification, renewal or replacement of those mortgages and obligations. You agree to sign any subordination agreement that Watermark may request from you. If there is a foreclosure of a mortgage on the Community, your right to use your Residence at 3030 Park Avenue or the Community shall terminate.

Notwithstanding the foregoing, the Entrance Fee Escrow Account shall not be subordinated to any other loans or obligations of Watermark or pledged as collateral, invested in any building or healthcare facility of any kind, used for capital contribution or improvements or for the purchase of real estate or removed from the State of Connecticut.

## **22. INSURANCE POLICY - NO LIABILITY OF WATERMARK**

There is a possibility that at some time you may sustain a loss or damage of your personal property in your Residence without negligence by Watermark. Therefore, for your protection, you are required to purchase an insurance policy from your own insurance agent to cover your Residence as soon as you sign this Contract and annually thereafter. This policy will also include the appropriate coverage for any injury to another person within your Residence.

Watermark, its officers, agents and employees, will not be liable to you in any way for any loss or injury that you may suffer, or for any damage or theft of your property, unless such loss, injury or damage results from Watermark’s negligence or willful misconduct. You will release Watermark from any claim for loss or injury to you or damage or theft to your property which resulted from your own action or from the actions of any third person other than Watermark or Watermark’s officers, agents, and employees.

**23. RULES AND POLICIES**

Watermark has the right to make policies and rules for the operation of the Community, and to amend them from time to time in the sole discretion of Watermark, provided, however, these policies and rules shall not modify the specific rights provided to you under this Contract. These policies and rules may be included in the Resident Handbook and are binding upon you and must be faithfully observed by you.

**24. PRIVATE EMPLOYEES**

All outside caregivers, companions, aides, housekeepers, maintenance workers, sub-contractors and other personnel (“Private Employees”) hired directly by you, or contracted by you through any agency, including a licensed home health agency, to render services to you at 3030 Park Avenue or the Community shall be subject to Watermark’s policies for employment of Private Employees.

You acknowledge that Watermark is not, and will not be, responsible for (i) the quality or quantity of any services rendered by Private Employees to you; (ii) claims made for breach of any obligation by you to provide compensation, workers’ compensation or other insurance; and (iii) claims related to the breach of any statutory or regulatory obligations respecting employment and the withholding and payment of income taxes. The provisions of this indemnification, including this paragraph, shall apply even if the Private Employees are employees of Watermark, its affiliates or its related parties, who are providing such services on their own time.

You acknowledge that this indemnification is given for the express benefit of Watermark, its affiliates and its related parties, and the officers, directors, employees, agents, and representatives of Watermark, its affiliates or its related parties, each of whom shall be indemnified pursuant to this Section.

**25. ACCESS TO YOUR HEALTH INFORMATION**

For purposes of determining your qualification for admission at 3030 Park Avenue and your eligibility to remain in residence at the Community, You hereby consent that your pertinent health and wellness records will be furnished if and when requested by Watermark. You further consent that your attending physician or other health care provider shall furnish any additional

information concerning your health or physical condition requested by Watermark. Watermark will keep all such records confidential unless disclosure of such records is required by law. When requesting access to your health information, Watermark shall comply with the Health Insurance Portability and Accountability Act (HIPAA), which regulations are codified at 45 C.F.R. Parts 160, 162 and 164, as such regulations may be amended from time to time, including without limitation, obtaining a HIPAA authorization from you, which you agree to sign, prior to accessing your health information.

**26. COMPLIANCE**

The Community will comply with all municipal, state and federal laws and regulations including those related to consumer protection and protection from financial exploitation.

**27. THE ENTIRE CONTRACT**

This Contract is the only agreement between you and Watermark. It replaces any written or verbal agreement that you may have had before. You agree that neither Watermark nor any representative of Watermark made any promise to you to induce you to sign this Contract.

**28. DISCLOSURE STATEMENT AND RESIDENT HANDBOOK**

You acknowledge that you received a Watermark 3030 Park, L.L.C. Disclosure Statement and Resident Handbook when you signed this Contract.

**29. VALIDITY**

If any provision of this contract shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this contract shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein, and such invalid, unenforceable or illegal provision shall be valid, enforceable and legal to the maximum extent permitted in such case.

By signing this Contract, you agree to all the terms that are contained in it.

[Signatures on Following Page]



WATERMARK 3030 PARK, L.L.C.

\_\_\_\_\_  
By: Its Authorized Agent (Executive Director)

\_\_\_\_\_  
Resident's Printed Name

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Resident's Printed Name (if second resident)

\_\_\_\_\_  
Resident's Signature (if second resident)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Telephone Number



THE WATERMARK  
AT 3030 PARK

## Exhibit A - Schedule of Fees Town Center, Inn and Gardens

Resident Name(s): \_\_\_\_\_ Apartment/Cottage: \_\_\_\_\_

Date of Occupancy: \_\_\_\_/\_\_\_\_/\_\_\_\_ Physical Move In Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Entrance Fees	Town Center	
<input type="checkbox"/> Gold Program Health Benefit (select refund option): <input type="checkbox"/> 90% Refundable <input type="checkbox"/> 50% Refundable <input type="checkbox"/> Declining <input type="checkbox"/> Life Care Health Benefit (select refund option): <input type="checkbox"/> 85% Refundable <input type="checkbox"/> 50% Refundable <input type="checkbox"/> Declining	\$	<b>Payments:</b> 10% Deposit of \$ _____ due ____
Non-refundable Second Occupant Entrance Fee: <input type="checkbox"/> Gold Program <input type="checkbox"/> Life Care	\$	Balance of \$ _____ due ____

One-Time Fees	Town Center	Inn and Gardens
Non-refundable Community Fee	\$	\$
Non-refundable Pet Fee	\$	\$
Non-refundable Electric Cart Fee	\$	\$
Other:	\$	\$

Monthly Fees	Town Center	Inn and Gardens
Monthly Service Fee	\$	\$
Monthly Second Person Fee	\$	\$
Garage Parking	\$	\$
ALSA Services	\$	Not Applicable
Tier Level Charges	Not Applicable	\$
Other:	\$	\$
<b>Total Monthly Fees</b>	<b>\$</b>	<b>\$</b>

### Additional Information

Watermark shall have the right to add, delete and modify the services below at its sole discretion; provided however, Watermark shall give you at least thirty (30) days prior written notice of any such addition, deletion or modification.

**Cottage Credit.** Cottage residents receive a four-hundred dollar (\$400.00) meal credit per month. Meals will be available at locations at the Community as established in the Resident Handbook. Up to one-hundred dollars (\$100.00) of the credit may be used per month at the salon/spa.

**Away Credit.** Residents away for fourteen (14) days or more are eligible for a credit if Watermark is notified in advance. For a single occupant, the credit is fifteen dollars (\$15.00) per day for each day away. For double occupancy, when both are away, the credit is twenty-five dollars (\$25.00) per day.

**Late Fees.** If the Monthly Service Fee for any month is not paid by the tenth (10<sup>th</sup>) day of the month, Watermark shall collect a late charge of twenty-five dollars (\$25.00) on the eleventh (11<sup>th</sup>) day of the month in which the Monthly Service Fee is due and five dollars (\$5.00) for each day thereafter until the



THE WATERMARK  
AT 3030 PARK

## ***Exhibit A - Schedule of Fees*** **Town Center, Inn and Gardens**

Monthly Service Fee and all late charges are fully paid. If your check is not honored, Watermark shall collect a twenty-five dollar (\$25.00) fee.

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_



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## *Exhibit B – Schedule of Additional Fees* **Town Center, Inn, Gardens and Springs**

### Dining Services

Item or Service	Charge	Notes
Guest/Resident additional meals	\$6.50 breakfast \$20.00 dinner	Town Center and 2North If beyond meal plan
Guest meals	\$5.50 breakfast \$7.50 lunch \$12.50 dinner	Inn, Gardens and Springs
Holiday/Special Events meals	From \$22.50 per meal	
Children's meals (under age 12)	1/2 price of guest meals	
“W” Lounge and Gallery Café Dining	Prices vary based on menu	
Packaged To Go/Resident Pick Up	\$4.00 per meal	
Meal Tray/Room Service	\$5.50 per delivery	Included in base rate in Inn, Gardens or Springs If ordered by nurse
Catering services	Prices vary based on requested menu	See Dining Services Director for pricing
Wait service for private party	\$25.00 per hour	
Housekeeping service for private party	\$25.00 per hour	For events not catered by Watermark. One Hour minimum

### Parking/Private Transportation

Item or Service	Charge	Notes
Appointment within Local Area, on scheduled transportation days (typically Monday through Friday)	\$7.50 round trip	Local area includes Bridgeport, Fairfield, Trumbull, Stratford, Westport
Appointment outside Local Area	\$25.00 per hour plus \$.55 mile	Within 10 Mile Radius
Appointment outside normal hours/days (typically 8am to 5pm)	\$25.00 per hour	
Garage parking	\$45.00 per month	<input type="checkbox"/> Add <input type="checkbox"/> Delete ____/____/____



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AT 3030 PARK

## *Exhibit B – Schedule of Additional Fees* **Town Center, Inn, Gardens and Springs**

### **Maintenance**

Item or Service	Charge	Notes
Handyman services, basic <input type="checkbox"/> Repair furniture and small appliances <input type="checkbox"/> Moving furniture/fans, etc <input type="checkbox"/> Hanging shelves, mirrors, art, grab bars, etc <input type="checkbox"/> Moving items to/from storage <input type="checkbox"/> Install TV, stereo, etc	\$25.00 per hour plus supplies	One hour minimum
Change light bulbs/batteries on personal fixtures/equipment	No Charge	Resident to provide bulbs/batteries
Replacement keys or fob	\$100.00 per key \$75.00 per fob	
Replacement lock – Town Center	\$225.00 plus supplies	
Replacement lock – Inn, Gardens or Springs	\$75.00 plus supplies	

### **Housekeeping**

Item or Service	Charge	Notes
Additional cleaning: changing bedding, turning mattress, etc	\$14.00 per ½ hour	Half hour minimum
Carpet cleaning <input type="checkbox"/> Annual assessment and possible cleaning <input type="checkbox"/> 1 Room <input type="checkbox"/> 2 Rooms <input type="checkbox"/> 3 Rooms <input type="checkbox"/> 4 Rooms <input type="checkbox"/> Spots	No Charge \$25.00 \$50.00 \$65.00 \$75.00 \$15.00 per spot	Based on Watermark condition assessment
Blind cleaning – annual assessment and cleaning	No Charge	
Linen Service and Personal Laundry <input type="checkbox"/> Sheets/towels – One set laundered per week provided by Resident  <input type="checkbox"/> Sheets/towels – One set laundered per week provided by Resident  <input type="checkbox"/> Additional set of sheets or towels (provided by Watermark) <input type="checkbox"/> Personal laundry, towels	No Charge  \$10.00 per set  \$10.00 per set  \$1.50 per pound	Town Center Full Service, Inn, Gardens & Springs  Town Center Classic Plans & Cottages
Dry Cleaning <input type="checkbox"/> Pick-up and delivery to apartment	\$5.00 per service	Charge is in addition to dry cleaner's fee



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AT 3030 PARK

## *Exhibit B – Schedule of Additional Fees* **Town Center, Inn, Gardens and Springs**

### **Assisted Living Services Agency (ALSA) Services for Town Center**

*Private duty personal services such as medication management, grooming assistance, and assurance checks are available through Watermark at Home, a licensed Assisted Living Services Agency (ALSA)*

Item or Service	Charge	Notes
CNA Visit	\$20.00 per hour	One hour minimum
CNA Private Duty Visit/Companion Services	\$20.00 per hour	Four hour minimum
CNA Assurance Check	\$10.00 per visit	
LPN Visit	\$33.00 per 15 minutes	15 minute minimum
RN Visit	\$40.00 per 15 minutes	15 minute minimum
Case Management	\$60.00 per hour	30 minute minimum
Social Worker Visit	\$60.00 per hour	30 minute minimum
Companion/Escort to provide assistance with short shopping trips and doctor's visit	\$25.00 per hour plus transportation charges	
Escort Services to and from Community amenities and events (Dining Room, Gallery Café, Indulge Salon/Spa and special events).	\$10.00 per escort each way	\$20.00 per hour, one hour minimum for Companion if needed
CNA Assistance with TED Stockings	\$10.00 per application	Applies if separate from scheduled visit
Case Management- LPN/RN Services	\$50.00 per hour	One hour minimum
Dressing Change	\$33.00 per LPN service \$40.00 per RN service	Per change includes supplies
Injections	\$33.00 per LPN treatment \$40.00 per RN treatment	Medication Plan B and C includes treatment at no additional charge
Administration of eye drops	\$33.00 per LPN treatment \$40.00 per RN treatment	Medication Plan B and C includes treatment at no additional charge
Administration of nebulizer treatments	\$33.00 per LPN treatment \$40.00 per RN treatment	Medication Plan B and C includes treatment at no additional charge
Lifeline Pendant Replacement	\$120.00	Per replacement



## ***Exhibit B – Schedule of Additional Fees*** **Town Center, Inn, Gardens and Springs**

### **Assisted Living Services Agency (ALSA) Services for Town Center – continued**

<i>Medication Plans include initial and quarterly assessments, bi-weekly pre-pour of medications, coordination of prescription renewals and/or refills, consultations with physicians, pharmacists and families. Medication Plans are available through Watermark at Home, a licensed Assisted Living Services Agency (ALSA)</i>		
Medication Plan A	\$400.00 per month	Medication set-up (pre pour) bi-weekly
Medication Plan B	\$525.00 per month	Medication set-up (pre pour) bi-weekly Medication Administration or reminder once daily
Medication Plan C	\$670.00 per month	Medication set-up (pre pour) bi-weekly Medication Administration or reminder twice daily
Medication Plan - Weekly	\$400.00 per month, in addition to cost of Plan A, B or C	Medication Plans A, B and C weekly set-up (pre pour)
Medication Administration- Storage Containers	\$15.00 per container	
Medication Administration/Reminders	\$5.00 per reminder	Per day beyond twice daily

### **Inn and Gardens Additional Assisted Living Services**

<i>Additional Assisted Living services available through a tiered point system. The tiered rates are based on individual needs and determined through a personal assessment by Watermark nursing staff.</i>		
<input type="checkbox"/> Tier Levels – Inn	Tier I \$600 per month Tier II \$1,200 per month Tier III \$1,800 per month Tier IV \$2,400 per month Custom Charge \$2,400 per month plus \$1.00 per additional points.	
<input type="checkbox"/> Tier Levels – Gardens	Tier I \$1,000 per month Tier II \$2,000 per month Tier III \$3,000 per month Custom Charge \$3,000 per month plus \$1.25 per additional points.	



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## ***Exhibit B – Schedule of Additional Fees*** **Town Center, Inn, Gardens and Springs**

### **Inn, Gardens and Springs Ancillary Services**

<i>Town Center Life Care residents at the Inn, Gardens or Springs either temporarily or permanently</i>		
Meal and Miscellaneous Fee	\$35.00 per day	
Personal Grooming/Incontinent Supplies	Varies per item	See ALSA Program Director and Springs Administrator for pricing

### **Therapy Services**

<b>Item or Service</b>	<b>Charge</b>	<b>Notes</b>
CNA Visit	\$20.00 per hour	One hour minimum

### **Administration/Community Life**

<b>Item or Service</b>	<b>Charge</b>	<b>Notes</b>
Guest Suite <input type="checkbox"/> Single Occupancy <input type="checkbox"/> Double Occupancy <input type="checkbox"/> Rollaway Cot	\$135.00 per night \$145.00 per night \$15.00 per night	Meal Card provided for two meals per day per person.
Faxes, sending and receiving	\$2.00 for first page \$1.00 each additional page	See Front Desk
Copies – Black and White	\$0.25 per page	See Front Desk
Notary Service	See Bank's price list	People's Bank
Shredding Service	\$5.00 per envelope	See Front Desk
Long Term Insurance Claim Filing	\$20.00-\$35.00 per month	Varies based on filing
Postage	At cost	
Overnight Packages: FedEx, UPS, DHL	\$5.00	Charge is in addition to overnight carrier's fees
Envelopes (standard sizes)	\$0.25 - \$1.00 each	
Storage space	No charge	One per apartment, if available
Additional storage space	\$40.00 per month	<input type="checkbox"/> Add <input type="checkbox"/> Delete ____/____/____
Non-refundable Pet Fee	\$750.00 per pet	
Non-refundable Electric Cart Fee	\$250.00 per cart	
Beauty/Barber services	Prices vary	See Beautician/Barber
Local Telephone Service	Included	
Long Distance Call	Based on Usage	
Basic Cable	\$55.00 per month	Included in base rate in Inn, Gardens or Springs
Admission to off-site events/outings	Prices vary	See Community Life Calendar





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## ***Exhibit B – Schedule of Additional Fees*** **Town Center, Inn, Gardens and Springs**

Watermark shall have the right to add, delete and modify the services below at its sole discretion; provided however, Watermark shall give you at least thirty (30) days prior written notice of any such addition, deletion or modification.

Resident Name: \_\_\_\_\_ Apartment: \_\_\_\_\_

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Second Resident Name: \_\_\_\_\_

Second Resident Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_



THE WATERMARK  
AT 3030 PARK

## *Exhibit C – Resident’s Bill of Rights*

The Watermark supports your rights to:

- Live in a clean, safe and habitable private residence;
- Be treated with consideration, respect and due recognition of your personal dignity, individuality, and the need for privacy;
- Privacy within your residence, subject to the Community’s rules reasonably designed to promote your health, safety and welfare;
- Keep and use your personal property within your residence so as to maintain individuality and personal dignity, provided that your use of personal property does not infringe on the rights of other residents or threaten the health, safety and welfare of other residents;
- Private communications, including receiving and sending unopened correspondence, telephone access, and visiting with persons of your choice;
- Freedom to participate in and benefit from Community services and activities so as to achieve the highest level of independence, autonomy, and interaction within the Community;
- Directly engage or contract with licensed health care professionals and providers of your choice to obtain necessary health care services in your residence, or in such other space in the Community as may be made available to residents for such purposes;
- Manage your own financial affairs;
- Exercise civil and religious liberties;
- Present grievances and recommend changes in policy, procedures, and services to the Executive Director or Community associates, government officials, or any other person without restraint, interference, coercion, discrimination, or reprisal from the Community, including access to representatives of the Department of Public Health or the Office of the Long-Term Care Ombudsman;
- Upon request, obtain the names of the service coordinator or anyone else responsible for resident care or coordination of resident care;
- Confidential treatment of all records and communications to the extent required by state and federal law;
- Have reasonable requests responded to promptly and adequately within the capacity of the Community and with due consideration given to the rights of other residents;
- Be fully advised of the relationship that the Community has with any Assisted Living Services Agency, health care facility, or educational institution to the extent that such relationship relates to resident medical care or treatment, and to receive an explanation about the relationship;
- Receive a copy of any rules and regulations of the Community;
- Privacy when receiving medical treatment within the Community’s capacity
- Refuse care and treatment and participate in the planning for the care and services you need or receive, provided, however, that your refusal of care and treatment may preclude you from being able to continue to reside in the Community; and
- If you are a continuing care resident, all rights afforded under Conn. Gen. Stat. § 17b-520 et seq. and any other applicable laws.



THE WATERMARK  
AT 3030 PARK

## *Exhibit C – Resident’s Bill of Rights*

Watermark hopes that any complaints or concerns that you have can be resolved by our associates. However, you also have the right to contact the following state agencies regarding complaints or concerns:

Department of Public Health  
Facility Licensing and Investigations  
410 Capitol Ave., P.O. Box 340308  
MS#12HSR  
Hartford, CT 06134-0308  
860-509-7400  
General: Victoria Carlson R.N. (Supervising Nurse Consultant)  
Complaints: Janet Williams, R.N. (Public Health Services Manager)

Nancy Shaffer, State Long Term Care Ombudsman  
Office of the Long Term Care Ombudsman  
25 Sigourney Street  
Hartford, CT 06106  
866-388-1888 or 860-424-5200

Kimberly Massey, Regional Ombudsman  
Region I/ Southwest Office  
Long Term Care Ombudsman Prog.  
1057 Broad Street  
Bridgeport, CT 06604  
203-551-5530  
Fax: 203-579-6903  
Area Served: Bridgeport, Darien, Easton, Fairfield, Greenwich, Monroe, New Canaan, Norwalk, Stamford, Stratford, Trumbull, Weston, Westport Wilton and Southport

If you are receiving nursing or personal care from an Assisted Living Services Agency, you also have other rights set forth separately in the Assisted Living Clients’ Bill of Rights.



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*Disclosure Statement*  
*Exhibit C*  
Audited Financial Statements

**Watermark 3030 Park, LLC**  
**Financial Statements**  
**(Income Tax Basis)**  
**December 31, 2014 and 2013**

# Watermark 3030 Park, LLC

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(Income Tax Basis)

December 31, 2014 and 2013

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## Independent Auditor's Report

To Management of Watermark 3030 Park, LLC:

We have audited the accompanying financial statements of Watermark 3030 Park, LLC (the "Company"), which comprise the statements of assets, liabilities, and members' deficit (income tax basis) as of December 31, 2014 and 2013, and the related statements of revenue and expenses (income tax basis), members' deficit (income tax basis), and of cash flows (income tax basis) for the years then ended.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the basis of accounting the Company uses for federal income tax purposes as described in Note 2; this includes determining that the income tax basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for 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 the financial statements based on our audits. We conducted our audits 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 our 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, we consider internal control relevant to the Company'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 Company'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 assets, liabilities, and members' deficit of Watermark 3030 Park, LLC as of December 31, 2014 and 2013, its revenue and expenses, members' deficit and its cash flows for the years then ended, in accordance with the basis of accounting the Company uses for federal income tax purposes as described in Note 2.



***Emphasis of Matter***

We draw attention to Note 2 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the basis of accounting the Company uses for federal income tax purposes, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

*PricewaterhouseCoopers LLP*

March 31, 2015



**Watermark 3030 Park, LLC**  
**Statements of Assets, Liabilities and Members' Deficit**  
(Income Tax Basis)  
**December 31, 2014 and 2013**

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	2014	2013
<b>Assets</b>		
Property and equipment, net	\$ 44,212,948	\$ 44,479,520
Cash	2,140,425	181,941
Restricted cash	1,947,529	1,733,781
Accounts receivable	679,553	990,521
Prepaid expenses and other	152,450	182,839
Goodwill, net	6,146,810	7,074,631
	<u>6,146,810</u>	<u>7,074,631</u>
Total assets	<u>\$ 55,279,715</u>	<u>\$ 54,643,233</u>
<b>Liabilities and Members' Deficit</b>		
Accounts payable and accrued expenses	\$ 1,072,942	\$ 1,257,535
Notes payable, related party	55,666,140	55,666,140
Accrued interest, related party	7,538,518	7,095,230
Unearned entry fees	4,468,625	5,147,973
Resident refund liabilities	24,077,757	22,197,958
Refundable deposits	462,150	250,650
Resident advance payments	16,687	14,229
	<u>16,687</u>	<u>14,229</u>
Total liabilities	93,302,819	91,629,715
Commitments and contingencies (note 9)		
Members' deficit	<u>(38,023,104)</u>	<u>(36,986,482)</u>
Total liabilities and members' deficit	<u>\$ 55,279,715</u>	<u>\$ 54,643,233</u>

The accompanying notes are an integral part of these financial statements.

**Watermark 3030 Park, LLC**  
**Statements of Revenues and Expenses**  
(Income Tax Basis)  
**Years Ended December 31, 2014 and 2013**

	2014	2013
<b>Revenue</b>		
Resident	\$ 9,046,334	\$ 8,514,161
Healthcare	4,483,303	4,593,468
Amortization of resident refund and entry fees	3,573,953	3,175,418
Other	119,291	102,784
Total revenue	<u>17,222,881</u>	<u>16,385,831</u>
<b>Operating expenses</b>		
Wages and benefits	5,798,125	5,974,549
Management fee	824,244	784,185
General and administrative	265,406	392,599
Professional services	716,686	597,323
Repairs and maintenance	941,962	641,517
Occupancy costs	2,405,607	2,562,674
Supplies	921,894	905,662
Ancillaries/therapies	1,147,091	1,138,437
Amortization	927,821	927,821
Depreciation	2,034,281	2,147,349
Total operating expenses	<u>15,983,117</u>	<u>16,072,116</u>
Excess of revenue over operating expenses	<u>1,239,764</u>	<u>313,715</u>
<b>Other (expense) income</b>		
Interest expense	(2,277,036)	(2,284,014)
Interest income	650	734
Gain on disposal of assets	-	5,982
Total other (expense) income	<u>(2,276,386)</u>	<u>(2,277,298)</u>
Excess of expenses over revenue	<u>\$ (1,036,622)</u>	<u>\$ (1,963,583)</u>

The accompanying notes are an integral part of these financial statements.

**Watermark 3030 Park, LLC**  
**Statements of Members' Deficit**  
(Income Tax Basis)  
**Years Ended December 31, 2014 and 2013**

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	<b>FSP II 3030 Park, LLC</b>	<b>Watermark 3030 Investment, LLC</b>	<b>Total</b>
<b>Balances at December 31, 2012</b>	\$ (24,210,362)	\$ (10,346,175)	(34,556,537)
Distributions	(263,850)	(202,512)	(466,362)
Excess of expenses over revenue	(1,963,583)	-	(1,963,583)
<b>Balances at December 31, 2013</b>	(26,437,795)	(10,548,687)	(36,986,482)
Excess of expenses over revenue	(1,036,622)	-	(1,036,622)
<b>Balances at December 31, 2014</b>	<u>\$ (27,474,417)</u>	<u>\$ (10,548,687)</u>	<u>\$ (38,023,104)</u>

The accompanying notes are an integral part of these financial statements.

**Watermark 3030 Park, LLC**  
**Statements of Cash Flows**  
(Income Tax Basis)  
**Years Ended December 31, 2014 and 2013**

	2014	2013
<b>Cash flows from operating activities</b>		
Excess of expenses over revenue	\$ (1,036,622)	\$ (1,963,583)
Adjustments to reconcile excess of expenses over revenue to net cash flows provided by operating activities		
Amortization of resident refund and entry fees	(3,573,953)	(3,175,418)
Amortization	927,821	927,821
Depreciation	2,034,281	2,147,349
Gain on disposal of assets	-	(5,982)
Write-off of property and equipment included in repairs and maintenance expense	87,330	-
Change in operating assets and liabilities		
Accounts receivable	282,168	(264,511)
Prepaid expenses and other	30,389	13,549
Accounts payable and accrued expenses	(111,534)	(67,847)
Accrued interest, related party	431,251	434,638
Unearned entry fee and resident refund liabilities received	7,832,111	7,303,563
Unearned entry fee and resident refund liabilities refunded	(3,028,907)	(4,960,827)
Refundable deposits	211,500	129,818
Resident advance payments	2,458	14,229
Net cash flows provided by operating activities	<u>4,088,293</u>	<u>532,799</u>
<b>Cash flows from investing activities</b>		
Property and equipment additions	(1,916,061)	(1,290,255)
Proceeds from the sale of assets	-	10,496
Changes in restricted cash	(185,296)	(143,023)
Net cash flows used in investing activities	<u>(2,101,357)</u>	<u>(1,422,782)</u>
<b>Cash flows from financing activities</b>		
Changes in restricted cash for debt service	(28,452)	(10,899)
Member distributions	-	(466,362)
Net cash flows used in financing activities	<u>(28,452)</u>	<u>(477,261)</u>
Net increase (decrease) in cash	1,958,484	(1,367,244)
<b>Cash</b>		
Beginning of year	<u>181,941</u>	<u>1,549,185</u>
End of year	<u>\$ 2,140,425</u>	<u>\$ 181,941</u>
<b>Supplemental cash flow information</b>		
Interest paid	\$ 2,153,247	\$ 1,849,376
<b>Noncash investing activity</b>		
Property and equipment additions included in accounts payable and accrued expense	\$ 33,424	\$ 106,483
<b>Noncash financing activity</b>		
Refundable entry fees applied to accounts receivable	\$ 28,800	\$ 32,738

The accompanying notes are an integral part of these financial statements.

# **Watermark 3030 Park, LLC**

## **Notes to Financial Statements**

### **(Income Tax Basis)**

### **December 31, 2014 and 2013**

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#### **1. Organization and Business**

Watermark 3030 Park, LLC (the “Company” or “3030 Park”) was organized on June 19, 2006 as a limited liability company (“LLC”) pursuant to the laws of the State of Delaware. The purpose of the Company was to acquire, own and operate a residential retirement community in Bridgeport, Connecticut (the “Community”). The Company is 70% owned by FSPP II 3030 Park, LLC (“FSPP II”), a Delaware limited liability company and is 30% owned by Watermark 3030 Park Investment, LLC (“Investments”), a Delaware limited liability company (collectively, the “Members”). In conjunction with the amendments to the Mezzanine loan and Senior loan as discussed in note 7, the LLC Agreement was amended effective January 1, 2012. In the amendment, \$15 million of accrued and unpaid mezzanine interest was deemed converted into additional capital contributions by FSPP II. Furthermore, the percentage interests of the Company were adjusted accordingly, such that FSPP II shall hold a 90% percentage interest in the Company and that Investments shall hold a 10% percentage interest in the Company.

Taxable income or loss generated by the Company shall be allocated in accordance with the Limited Liability Company Agreement of the Company and amendments (the “LLC Agreement”) which states that special allocations as defined in the LLC Agreement shall take effect, then allocations of net income or losses shall be allocated prior to reducing capital accounts for any distributions for that year. Special allocations include an allocation to the extent of member nonrecourse deductions, and a limitation of the allocation of losses to the extent a member is in a negative members’ deficit position. Thereafter, net income or loss shall be allocated among the Members to cause the adjusted capital account of each Member to equal the amounts that would be distributed to such Member if the Company distributed all net cash flows plus the amount that would be distributed if the Company liquidated its assets for their adjusted tax basis. Distributions are made as follows:

- (1) First, *pari passu*, to any accrued but unpaid interest on the Member Loans as of the date of such payment until all accrued and unpaid interest on the Member Loans has been paid;
- (2) Second, *pari passu*, to the outstanding principal amounts of such Member Loans as of the date of such payment until all Member Loans have been paid in full;
- (3) Third, to repay Protective Contributions, *pro rata*, based on total Protective Contributions, including without limitation a 20% Contribution Return thereon; and
- (4) Fourth, (i) 90% to FSPP II and (ii) 10% to Investments

During the year ended December 31, 2013, the Company distributed \$263,850 and \$202,512 to FSPP II and Investments, respectively, for the payment of taxes due on the 2012 forgiveness of debt.

#### **2. Significant Accounting Policies**

##### **Basis of Presentation**

The Company’s policy is to present its financial statements on the same basis of accounting used for federal income tax purposes in the United States of America; consequently, the accompanying financial statements are not intended to present the Company’s financial position and results of operations in conformity with accounting principles generally accepted in the United States of America (“GAAP”). For purpose of the financial statements, the principal differences between the

**Watermark 3030 Park, LLC**  
**Notes to Financial Statements**  
**(Income Tax Basis)**  
**December 31, 2014 and 2013**

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income tax basis of accounting and GAAP relate to the timing of the recognition of certain revenue and expenses, the depreciation of property and equipment, the recognition of long lived asset impairments, the valuation of assets acquired and liabilities assumed in a business combination, amortization of goodwill and capitalization of interest expense.

The Company recognizes residential income as paid or due, whichever is earlier, under the terms of the residency agreement. GAAP would require the Company to recognize minimum rent increases on a straight-line basis over the original term of the respective residency agreement.

The Company recognizes certain expenses and the related liability are recognized when they become fixed and determinable for income tax purposes whereas such amounts are recognized when incurred under GAAP.

The Company uses an accelerated depreciation method for rental property as set forth in the Internal Revenue Code ("IRC"). GAAP would require the Company to depreciate rental property on a straight-line basis over the useful life of the asset.

The Company does not assess their long-lived assets for impairment. GAAP would require the Company to review its long-lived assets for impairment whenever an event or changes in circumstances indicate the carrying value of the asset may not be recoverable. When impairment is identified, the Company would be required to record an estimated impairment loss for the amount by which the carrying amount of the asset exceeds its fair value. For income tax purposes, any impairment of long-lived assets is disallowed.

The Company does not record assets acquired and liabilities assumed in a business combination at their fair values using the purchase method of accounting. GAAP would require the Company to recognize these amounts at their fair values using the purchase method of accounting.

The Company amortizes goodwill over a period of 15 years. GAAP would require the Company to assess the fair value of the reported amount of goodwill at each reporting date for impairment or earlier if events or circumstances indicate that the related carrying amount may be impaired.

These accounting methods are subject to review and examination by taxing authorities. Because the application of tax laws and regulations to many types of transactions is susceptible to varying interpretations, amounts reported in the financial statements could be changed at a later date upon final determinations by taxing authorities.

**Use of Estimates**

The preparation of financial statements requires management to make estimates and assumptions that affect the carrying value of assets and liabilities, disclosure of contingent assets and liabilities and the reported amounts of revenues and expenses. Actual results could differ from those estimates.

**Property and Equipment, net**

Property and equipment obtained as part of the acquisition, is stated at the value determined by the allocation of the purchase price in the purchase agreement at the acquisition date. Property and equipment acquisitions from the date the Community was acquired are recorded at cost less accumulated depreciation. Depreciation is computed using the MACRS method over the tax determined lives of the assets. The tax useful lives are 27.5 years for buildings and improvements, seven years for furniture and five years for equipment.

**Watermark 3030 Park, LLC**  
**Notes to Financial Statements**  
**(Income Tax Basis)**  
**December 31, 2014 and 2013**

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Routine maintenance and repairs are charged against operations as incurred. Expenditures that significantly change capacities or extend useful lives are capitalized and depreciated over their tax determined useful lives. Certain building and improvements and furniture and equipment are charged to repairs and maintenance expense in accordance with IRC Section 481(a), which is generally applicable to taxable years beginning on or after January 1, 2014.

In connection with the Company's plan for renovation projects, the Company capitalizes all related expenditures including capitalized interest to construction in progress. Capitalized costs are placed into service based on the date the work is substantially complete and available for use.

**Cash**

The Company invests its cash with high quality credit institutions. At times, such deposits may be in excess of the FDIC insurance limit; however, management does not believe it is exposed to any significant credit risk on cash.

**Restricted Cash**

Restricted cash consist of funds required by state regulations for continuing care retirement communities and amounts segregated for future capital improvements. The entry fee deposit escrow, the operating reserve and the interest reserve funds were required to be established per the Connecticut Continuing Care Retirement Community regulations. In addition to the interest reserve fund balance, the Company relies on funds held in a bank account of an affiliate that have been specifically reserved and designated to meet the interest reserve fund requirement as of December 31, 2014 and 2013. Entry fee deposits made by prospective residents are deposited into the entry fee deposit account. Once the resident moves into the community, the funds are transferred into the operating account. The capital expenditure fund represents amounts required by the Company's related party notes payable which can only be used for the renovation project.

**Accounts Receivable**

Generally, accounts receivable are considered to be past due after 30 days. The Company does not provide for an allowance for doubtful accounts, rather uncollectible accounts are recognized as bad debt when actually written off. Doubtful accounts are periodically reviewed for collectability and are written off when all collection efforts have been exhausted.

**Goodwill, net**

In connection with the acquisition of the Community, 3030 Park recorded goodwill of \$13,917,308. In accordance with IRC Section 197, goodwill is being amortized ratably over 15 years.

**Unearned Entry Fees**

Fees paid by a resident upon entering into a continuing care contract, net of the portion thereof that is refundable to the resident, are recorded as unearned entry fees and are amortized to revenue as amounts become non-refundable using the straight-line method over the period specified in the declining entry fee resident contract. In conjunction with the acquisition of the Community, 3030 Park assumed certain unearned entry fees which are being amortized to revenue as stated above.

**Resident Refund Liabilities**

Refundable entry fees are contingent upon re-occupancy, and are recorded as resident refund liabilities and are not amortized. In conjunction with the acquisition of the Community, 3030 Park assumed certain resident refund liabilities which will be required to be repaid to the residents vacating the units, based on the terms of the resident agreement. As these liabilities are fully refundable, 3030 Park has recorded these liabilities to the residents as a resident refund liability.

**Watermark 3030 Park, LLC**  
**Notes to Financial Statements**  
(Income Tax Basis)  
**December 31, 2014 and 2013**

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**Resident and Healthcare Revenue**

Resident revenue generally includes the amounts due from residents based on residency days provided at the Company's independent, assisted living and Alzheimer's care centers and the rates established for the type of apartment or unit. Healthcare revenue includes the amounts due from patients or other third party payers based on the patient days and level of care provided to the patients at the Company's skilled nursing facility. The resident and healthcare revenue are reported at the contracted amounts due from the residents, Medicare or other third party payers based on the rates established for the level of care provided.

3030 Park obtained a Medicare certification in 2009 and began providing healthcare services to Medicare patients. Laws and regulations governing the Medicare program are complex and subject to interpretation. The Company believes that it is in compliance with all applicable laws and regulations and is not aware of any pending or threatened investigations involving allegation of potential wrongdoing. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties, and exclusion from the Medicare program.

**Income Taxes**

The Company is a limited liability company and is not subject to federal income tax. The Members are taxed on their share of the Company's taxable income, whether or not distributed, and are entitled to deduct their share of net losses to the extent of their tax basis. Accordingly, no provision for income taxes is provided in the accompanying financial statements.

**3. Property and Equipment, net**

Property and equipment, net at December 31, 2014 and 2013 consists of the following:

	<b>2014</b>	<b>2013</b>
Land	\$ 7,230,458	\$ 7,230,458
Buildings and improvements	46,114,685	46,100,215
Furniture and equipment	<u>12,373,447</u>	<u>10,662,314</u>
	65,718,590	63,992,987
Less: Accumulated depreciation	(21,816,760)	(19,861,936)
Construction in progress	<u>311,118</u>	<u>348,469</u>
	<u>\$ 44,212,948</u>	<u>\$ 44,479,520</u>

Interest capitalized to construction in progress totaled \$12,037 and \$6,619 in 2014 and 2013, respectively.

The Company reviewed assets capitalized and determined that building and improvements and furniture and equipment totaling \$87,330 were to be written off in accordance with IRC Section 481(a). The IRC Section 481(a) adjustment booked included \$166,786 of gross assets capitalized in previous years with accumulated depreciation of \$79,456, which were written off during the year ended December 31, 2014 and are reflected in repair and maintenance expense under the new tax rules.



**Watermark 3030 Park, LLC**  
**Notes to Financial Statements**  
(Income Tax Basis)  
**December 31, 2014 and 2013**

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**4. Restricted Cash**

Restricted cash at December 31, 2014 and 2013 consists of the following:

	<b>2014</b>	<b>2013</b>
Entry fee deposit escrow	\$ 446,233	\$ 260,744
Operating reserve fund	1,209,298	1,181,350
Interest reserve fund	252,424	251,920
Capital expenditure fund	39,574	39,767
	<u>\$ 1,947,529</u>	<u>\$ 1,733,781</u>

**5. Prepaid Expenses and Other**

Prepaid expenses and other consists of the following as of December 31, 2014 and 2013:

	<b>2014</b>	<b>2013</b>
Prepaid insurance	\$ 95,679	\$ 151,479
Oil inventory	26,900	26,900
Other accounts receivables and prepaid amounts	29,871	4,460
	<u>\$ 152,450</u>	<u>\$ 182,839</u>

**6. Goodwill, net**

Goodwill, net consists of the following as of December 31, 2014 and 2013:

	<b>2014</b>	<b>2013</b>
Goodwill	\$ 13,917,308	\$ 13,917,308
Less: Accumulated amortization	<u>(7,770,498)</u>	<u>(6,842,677)</u>
	<u>\$ 6,146,810</u>	<u>\$ 7,074,631</u>

Amortization expense was \$927,821 for the years ended December 31, 2014 and 2013.

The annual estimated amortization expense for future years is as follows:

<b>Years ending December 31,</b>	
2015	\$ 927,821
2016	927,821
2017	927,821
2018	927,821
2019	927,821
Thereafter	<u>1,507,705</u>
	<u>\$ 6,146,810</u>

**Watermark 3030 Park, LLC**  
**Notes to Financial Statements**  
(Income Tax Basis)  
**December 31, 2014 and 2013**

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**7. Notes Payable, Related Party**

Notes payable at December 31, 2014 and 2013 consists of the following:

	<b>2014</b>	<b>2013</b>
Mezzanine note	\$ 23,085,236	\$ 23,085,236
Senior loan	23,367,815	23,367,815
Member loan - FSPPII	6,449,162	6,449,162
Member loan - Watermark 3030 Investments	<u>25,849,163</u>	<u>2,763,927</u>
	<u>\$ 55,666,140</u>	<u>\$ 55,666,140</u>

The Company has a Mezzanine promissory note with FSPP II 3030 Park Mezz Lender, LLC (the "Mezz Lender") a related party of FSPP II 3030 Park, LLC, for up to \$23,085,236 with an initial interest rate of 12% compounded monthly, and accruing on any outstanding balance and unpaid interest. No interest or principal payments were scheduled to be paid during the initial term of five years. The note is collateralized by the Community and is further supported by a loan agreement. The financing arrangement was to fund the purchase price and certain future capital expenditures to renovate the buildings. The note was initially due and payable August 15, 2011 but was extended to August 15, 2012. On August 15, 2012, the Fourth Amendment to the Mezzanine Loan Agreement was executed effective January 1, 2012. This amendment extended the maturity date to December 31, 2014, amended and restated the promissory note to reduce the interest rate to 0% effective January 1, 2012. Additionally, the lender converted \$15 million of the accrued and unpaid interest to equity and the remainder of the accrued and unpaid interest of \$5,060,887 was waived. In February 2014, the loan was amended to extend the maturity date to May 1, 2015, at which time all remaining unpaid principal and accrued interest are due and payable. The Company has received a commitment letter from the Mezz Lender stating its intention to extend the maturity date to April 1, 2016, at which time all remaining unpaid principal and accrued interest are due and payable.

The Company has a promissory note supported by a loan agreement with FSPP II 3030 Senior Lender, LLC (the "Senior Lender") a related party of FSPP II 3030 Park, LLC, for up to \$37,381,955 with interest at 30 days LIBOR plus 2.75% (minimum of 7.75%) on a 360 day basis (rate at December 31, 2014 7.75%). Interest is to be paid monthly. The note is collateralized by the Community, and the outstanding principal balance at December 31, 2014 is \$23,367,815. The financing arrangement was to fund future capital expenditures to renovate the buildings. The related promissory note contained an initial maturity date of August 14, 2009. Per extension options allowed for in the Senior Loan agreement, the loan was extended in 2009, 2010 and 2011 each for a one year period. On August 15, 2012 in conjunction with the Mezz loan amendment, the Senior Loan was amended for the fourth time to extend the maturity date to December 31, 2014. In February 2014, the loan was amended to extend the maturity date to May 1, 2015, at which time all remaining unpaid principal and accrued interest are due and payable. The Company has received a commitment letter from the Senior Lender stating its intention to extend the maturity date to April 1, 2016, at which time all remaining unpaid principal and accrued interest are due and payable.

In conjunction with the first amendment to the senior loan in 2009, parties consented to the making of Member Loans in the amount of \$9,124,414, and stated that the senior loan amount will be reduced, from time to time, on a dollar for dollar basis, by the amount of the FSPP II Member Loan

**Watermark 3030 Park, LLC**  
**Notes to Financial Statements**  
**(Income Tax Basis)**  
**December 31, 2014 and 2013**

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advances. The Member Loans are to be made by the Members in the amount of the applicable Member's percentage interest. The Member Loans bear interest at the rate of 25% per annum, compounding monthly. The second amendment consented to an increase in Member Loans by \$2,500,000 for a total of \$11,624,414. Member Loans and accrued interest will be repaid to the applicable lending member from net cash flow as follows i) first, to the accrued, but unpaid interest, on such Member Loans as of the date of such payment, until all accrued and unpaid interest have been paid; and ii) second, to the outstanding principal amount of the Members Loans as of the date of payment, until all Member Loans have been paid in full. It is also the intention of the Members and the Mezz Lender that repayment of the Member Loans be made prior to payment to the Mezz Lender.

The management committee consented to a reduction to the Member Loan interest rate to 2.7% per annum effective January 1, 2012. In February 2014, in conjunction with the Mezz and Senior Loan amendments, the Member Loans were also extended to May 1, 2015. The Company has received a commitment letter from the Senior Lender stating its intention to extend the maturity date to April 1, 2016,

Accrued interest related to the above notes was \$7,538,518 and \$7,095,230 at December 31, 2014 and 2013, respectively.

**8. Related Party Transactions**

Management fees of \$824,244 and \$784,185 for the years ended December 31, 2014 and 2013, respectively, were charged to the Company by an affiliate of Watermark 3030 Park, LLC, Watermark Retirement Communities, Inc. ("WRC"), which plays an integral role in the management of the day-to-day operations. The management agreement provides for a monthly fee to be charged at a rate of 4.5% of total net revenue with a minimum monthly fee of \$30,000. In addition to the management fee charged by WRC, the Company reimbursed WRC \$228,938 and \$228,863 for travel, marketing services, project management fees and direct costs incurred by WRC on behalf of the Company during the years ended December 31, 2014 and 2013, respectively.

**9. Commitments and Contingencies**

**Risk of Uninsured Losses**

The Company carries comprehensive liability, environmental, fire, extended coverage and rental loss insurance with policy specifications, limits or deductibles customarily carried for similar properties. Should an uninsured loss occur, the Company could lose its investments in and anticipated profits and cash flows from the Community.

**Litigation**

The Company is party to various legal proceedings incidental to the normal course of business. Management does not expect the outcome of such litigation to have a material adverse effect on the financial position, results of operations or cash flows of the Company.

**Construction Projects**

At December 31, 2014 the Company has entered into approximately \$635,000 in firm commitments for the completion of construction projects.

**Watermark 3030 Park, LLC**  
**Notes to Financial Statements**  
**(Income Tax Basis)**  
**December 31, 2014 and 2013**

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**Employee Agreements**

The Company has a Collective Bargaining Agreement (the "Agreement") with Local 217, UNITEHERE! (the "Union"). In November 2014, an agreement was executed to extend the expiration date of the Agreement to December 31, 2015. The Union comprises approximately 49% (unaudited) of the Company's workforce. The Agreement explicitly specifies that, "the Union, agrees that neither it nor its officers, representatives, nor its members will for any reason directly or indirectly authorize, encourage or in any way sanction strikes, sympathy strikes, walkouts, cessation, stoppages or interruption of work, sit-ins, sit-downs or slowdowns, boycott, picketing or any other direct or indirect interference with the Company's operations during the life of this Agreement." All workplace disputes are to be settled in accordance with the grievance procedures outlined in the Agreement.

**10. Subsequent Events**

Management of the Company has evaluated events occurring from December 31, 2014 through March 31, 2015, determining that no subsequent events, other than those referenced in Note 7, have transpired requiring recognition and/or disclosure in the financial statements as of or for the year then ended December 31, 2014.



THE WATERMARK  
AT 3030 PARK

*Disclosure Statement*  
*Exhibit D*  
Cash Flow Projections

**ASSUMPTIONS USED IN PROJECTIONS**

Fees

All Entrance Fees and Monthly Service Fees are based on projected occupancy and a 4.0% increase each year starting after 2013.

Amortization of Entrance Fees

Amortization of Entrance Fees is projected based on occupancy and the percentage of Continuing Care Contract type sold.

Other Income

Other Income includes laundry, housekeeping, additional meals, ancillary services, and Assisted Living Services Agency (ALSA) revenue. Other Income is forecasted based on The Watermark at 3030 Park's historical average adjusted for the elimination of extraordinary items, trended by an annual 4.0% inflation rate.

Operating Expenses

Operating expenses and benefits are projected to increase at an average rate of 3.5% per annum.

Interest

Interest expenses are based on debt financing of approximately \$23.367 million. The debt financing is secured by a first mortgage on the property on which the Community is located.

**The Watermark at 3030 Park****Cash Flow Statement****Projections**

	2013	2014	2015	2016	2017
<b>Operating Revenues</b>					
Entry Fee Amortization	3,114,400	3,238,975	3,368,534	2,717,541	2,826,243
Independent Living Revenues	7,141,803	8,335,520	9,613,307	10,704,435	11,132,613
Assisted Living Revenues	1,605,049	1,669,251	1,736,021	1,805,462	1,877,680
Memory Care Revenues	668,756	695,506	723,326	752,259	782,350
Health Center Revenues	4,057,114	4,219,399	4,388,175	4,563,702	4,746,250
<b>Total Operating Revenue</b>	<b>16,587,122</b>	<b>18,158,651</b>	<b>19,829,364</b>	<b>20,543,399</b>	<b>21,365,135</b>
<b>Operating Expenses</b>					
Administration	4,357,252	4,703,956	5,041,636	5,315,875	5,537,772
Security	105,537	109,231	113,054	117,011	121,106
Maintenance	1,980,191	2,130,127	2,271,916	2,406,543	2,508,083
Housekeeping/Laundry	563,409	606,069	646,411	684,716	713,606
Community Service	377,919	406,535	433,595	459,289	478,667
Transportation	83,804	90,149	96,150	101,847	106,144
Food Service	2,472,958	2,660,205	2,837,279	3,005,407	3,132,214
Nursing-IL	1,169,457	1,210,388	1,252,752	1,296,598	1,341,979
Nursing-AL/ALZ	24,027	24,868	25,738	26,639	27,571
Nursing-SNF	2,099,674	2,173,163	2,249,223	2,327,946	2,409,424
Marketing/Sales	905,842	937,547	970,361	1,004,323	1,039,475
<b>Operating Expenses Before Interest</b>	<b>14,140,070</b>	<b>15,052,237</b>	<b>15,938,115</b>	<b>16,746,195</b>	<b>17,416,043</b>
<b>Tax NOI</b>	<b>2,447,052</b>	<b>3,106,414</b>	<b>3,891,249</b>	<b>3,797,205</b>	<b>3,949,093</b>
Less Amortized Entry Fees	(3,114,400)	(3,238,975)	(3,368,534)	(2,717,541)	(2,826,243)
Plus Net Entry Fees	4,190,669	4,358,296	4,532,628	3,656,665	3,802,932
<b>Cash NOI Before Routine Capex</b>	<b>3,523,321</b>	<b>4,225,734</b>	<b>5,055,342</b>	<b>4,736,328</b>	<b>4,925,781</b>
Less Routine Capex	(439,033)	(452,204)	(465,770)	(479,743)	(494,136)
<b>Cash NOI Before Debt Service</b>	<b>3,084,288</b>	<b>3,773,530</b>	<b>4,589,572</b>	<b>4,256,585</b>	<b>4,431,646</b>
Less Debt Service	(1,811,006)	(1,811,006)	(1,811,006)	(1,811,006)	(1,811,006)
<b>Net Increase in Cash</b>	<b>1,273,283</b>	<b>1,962,524</b>	<b>2,778,566</b>	<b>2,445,579</b>	<b>2,620,640</b>



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***Disclosure Statement***  
***Exhibit E***  
**Monthly Service Fees – Historical**  
**Continuing Care Contracts**

Period	Contract Type	Occupancy	Studio	One Bedroom	One Bedroom Large	Two Bedroom
1999	Both	Single	\$1,269-\$1,465	\$1,660	\$1,838	\$2,035
	Both	Double		\$2,515	\$2,725	\$2,898
2000	Both	Single	\$1,421-\$1,641	\$1,859	\$2,059	\$2,279
	Both	Double		\$2,817	\$3,052	\$3,246
2001	Both	Single	\$1,684-\$1,723	\$1,952	\$2,162	\$2,393
	Both	Double		\$3,058	\$3,309	\$3,509
2002	Both	Single	\$1,752-\$1,805	\$2,254	\$2,497	\$2,764
	Both	Double		\$3,416	\$3,701	\$3,935
2003	Both	Single		\$2,800	\$2,800	\$3,200
	Both	Double		\$3,500	\$3,500	\$3,900
2004	Both	Single		\$2,390	\$2,390	\$3,360
	Both	Double		\$3,675	\$3,675	\$4,095
2005 (Jan - Aug)	Both	Single		\$2,940	\$2,940	\$3,360
	Both	Double		\$3,675	\$3,675	\$4,095
2005 (Sep - Dec)	Declining Refund Contract	Single		\$2,215	\$2,675	\$3,200
		Double		\$3,215	\$3,675	\$4,200
	Declining Refund Contract	Single		\$2,415	\$2,795	\$3,380
		Double		\$3,415	\$3,795	\$4,380
2006 (Jan – Aug)	No sales were allowed during this time per the Department of Social Services					
<b><i>Under New Ownership and Management</i></b>						
2006 (Sep - Dec)	Both	Single		\$2,495	\$2,795	\$3,225
	Both	Double		\$3,495	\$3,795	\$4,225
2007	Both	Single		\$2,495	\$2,795	\$3,225
	Both	Double		\$3,495	\$3,795	\$4,225
2008	Both	Single		\$2,620	\$2,935	\$3,690
	Both	Double		\$3,671	\$3,986	\$4,741
2009	Both	Single		\$2,995	\$3,195	\$3,995
	Both	Double		\$4,045	\$4,245	\$5,045
2010	Gold Program	Single		\$2,850	\$3,095	\$3,995
		Double		\$3,945	\$4,190	\$5,090
	Life Care	Single		\$3,170	\$3,395	\$4,295
		Double		\$4,520	\$4,745	\$5,645

<b>Period</b>	<b>Contract Type</b>	<b>Occupancy</b>	<b>Studio</b>	<b>One Bedroom</b>	<b>One Bedroom Large</b>	<b>Two Bedroom</b>
2011	Gold Program	Single		\$2,950	\$3,195	\$4,150
		Double		\$4,045	\$4,290	\$5,245
	Life Care	Single		\$3,270	\$3,495	\$4,450
		Double		\$4,620	\$4,845	\$5,800
2012	Gold Program	Single		\$3,068	\$3,323	\$4,316
		Double		\$4,207	\$4,462	\$5,455
	Life Care	Single		\$3,401	\$3,635	\$4,628
		Double		\$4,805	\$5,039	\$6,032
2013	Gold Program	Single		\$3,210	\$3,995	\$4,925
		Double		\$4,560	\$5,345	\$6,275
	Life Care	Single		\$3,545	\$4,340	\$5,245
		Double		\$5,195	\$5,990	\$6,890
2014	Gold Program	Single		\$3,195	\$3,700	\$4,490
		Double		\$4,545	\$5,050	\$6,250
	Life Care	Single		\$3,545	\$4,050	\$5,250
		Double		\$5,195	\$5,700	\$6,900





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**Disclosure Statement**  
**Exhibit F**

**Monthly Fees and Entrance Fees - Current**

**Pricing Effective December 2013**

The Watermark at 3030 Park offers two entrance programs. Pricing is based upon the size and features of the apartment selected, as well as the number of occupants and the type of refund and health care option. Your financial advisor or accountant can discuss the benefits of each contract type and help you decide which fits your needs. Beyond this one-time Entrance Fee, your assets are entirely yours to hold and manage in whatever way you determine.

***Entrance Fees – Gold Program:***

	<b><i>Apartment Size (sq ft)</i></b>	<b><i>Declining Refund Contract Plan</i></b>	<b><i>50% Refund Contract Plan</i></b>	<b><i>90% Refund Contract Plan</i></b>
One Bedroom	553-772	\$143,500-\$225,900	\$193,725-\$304,965	\$236,775-\$372,735
One Bedroom Plus	870-1,042	\$223,000-\$285,500	\$301,050-\$385,500	\$367,950-\$471,000
Two Bedroom	825-1,350	\$229,500-\$325,000	\$310,000-\$438,750	\$378,750-\$53,6250
Two Bedroom Plus	1,203-2,100	\$298,500-\$560,000	\$402,975-\$756,000	\$492,525-\$924,000
Cottages	2,036-2,111	\$401,500-\$427,900	\$542,025-\$577,665	\$662,475-\$706,035

The Second Occupant Entrance Fee is \$25,000 and is non-refundable.

***Entrance Fees – Life Care Program:***

	<b><i>Apartment Size (sq ft)</i></b>	<b><i>Declining Refund Contract Plan</i></b>	<b><i>50% Refund Contract Plan</i></b>	<b><i>85% Refund Contract Plan</i></b>
One Bedroom	553-772	\$174,995-\$278,780	\$236,245-\$376,355	\$288,745-\$459,990
One Bedroom Plus	870-1,042	\$244,750-\$325,500	\$330,415-\$439,500	\$403,840-\$537,000
Two Bedroom	825-1,350	\$269,500-\$378,400	\$364,000-\$510,840	\$444,750-\$624,360
Two Bedroom Plus	1,203-2,100	\$337,975-\$599,500	\$456,265-\$809,325	\$557,660-\$989,175
Cottages	2,036-2,111	\$448,250-\$474,650	\$605,138-\$639,613	\$640,778-\$783,173

The Second Occupant Entrance Fee is \$40,000 and is non-refundable.

**Pricing Effective January 2015**

Your other financial obligation to The Watermark at 3030 Park is the Monthly Service Fee. The Monthly Service Fee includes services as outlined in this Disclosure Statement as well as the Resident Handbook.

***Monthly Service Fees – Gold Program:***

	<i>Single Occupancy</i>	<i>Double Occupancy</i>
One Bedroom	\$2,925-\$3,195	\$4,275-\$4,545
One Bedroom Plus	\$3,400-\$3,700	\$5,050-\$5,050
Two Bedroom	\$3,945-\$4,100	\$5,295-\$5,450
Two Bedroom Plus	\$4,600-\$4,900	\$5,950-\$6,250
Cottages	\$3,240	\$4,590

***Monthly Service Fees – Life Care Program:***

	<i>Single Occupancy</i>	<i>Double Occupancy</i>
One Bedroom	\$3,275-\$3,545	\$4,925-\$5,195
One Bedroom Plus	\$3,750-\$4,050	\$5,400-\$5,700
Two Bedroom	\$4,295-\$4,450	\$5,945-\$6,100
Two Bedroom Plus	\$4,950-\$5,250	\$6,600-\$6,900
Cottages	\$3,590	\$5,240

\* All fees are subject to change to maintain the financial viability of the Community.



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*Disclosure Statement*  
*Exhibit G*  
Resident Handbook



# The Watermark at 3030 Park Resident Handbook

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## *The Watermark at 3030 Park* **Resident Handbook**

### **Welcome!**

Welcome and thank you for choosing The Watermark at 3030 Park...

We wish you happiness, good health, and joy in your new home. In order to make the adjustment to your new surroundings and lifestyle as pleasant and easy as possible, we have compiled the following information to answer the most commonly asked questions.

We hope that you will find this Resident Handbook helpful to better understand our community amenities and services provided. Please feel free to always contact any team member if you have a question, compliment or concern.

### **Mission Statement**

The Watermark at 3030 Park is dedicated to creating an extraordinary retirement community where people thrive. Amenities and programs are designed and maintained to meet high quality standards with a principal focus on supporting an active lifestyle and personal independence.

## **Administration**

### ***Marketing/Sales Department***

This department is responsible for all prospective resident applications. The office is located on the first floor behind the main desk. Residents who wish to refer their friends or family members to the community should contact the Marketing/Sales team. A referral bonus may be paid to residents who refer someone who is not currently a prospective resident and becomes a resident of the community. You can be assured that all referrals will be handled courteously, tactfully and promptly.

### ***Community Life***

This department is responsible for helping you get engaged in community life and for creating and implementing the Watermark University brain and body fitness program. In conjunction with the Residents' Association, this department is responsible for planning cultural, educational, and creative programs and events. A listing of scheduled programs is provided to each resident by way of weekly and monthly notifications.

### ***Business Office***

This department is managed under the direction of the Business Office Manager. Resident monthly bills are prepared by this department and distributed to your individualized mail slot located at the Reception Desk. You will find your monthly charges plus any additional charges that you have incurred such as long distance telephone calls, guest room reservations and meals, tray service, parking, Assistance in Living Services, or any other chargeable services as outlined on the Additional Services form. If you should have any questions regarding your bills, please contact the Business Office Manager.

### ***Security Department***

Security officers monitor the front gate Monday-Friday from 4PM to 8AM and Saturday and Sunday 24 hours a day. The guards are in radio contact with the Reception Desk to ensure immediate response to emergency calls. The grounds





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and parking areas, along with main entrances and exits, are monitored by our security camera system.

If you are expecting visitors, simply call the guard at the gatehouse (6978) and give the name of your visitor. He/she will put the name on a list to allow the visitor entry.

Should a guest show up unexpectedly, the guard will call you to announce them and to receive your permission to allow entry. If you are not in your residence when the guard calls, he/she will send your visitor to the Reception Desk and they will try to locate you. If they cannot locate you, your guests will be informed and asked to call on you at another time.

All guests and visitors must sign in and out at the Reception Desk.

## **Reception Desk/Concierge**

### ***Reception Desk***

The Reception Desk is the community's information center relating to the many services available to our residents including processing work orders and transportation requests. You may contact the Reception Desk by dialing "0" (the number zero on your phone keypad).

### ***Telephone***

You may dial direct on your residence telephone for local calls by first dialing "9" and then the number. There is no charge for local calls. All long distance calls will be billed to you and will appear on your monthly resident statement. Fees for additional telephone services may be changed by the community by providing a 30 day notice.

Please be sure to give your family and friends your new number. They can reach you directly by dialing 373 plus your four digit extension number. Your number is:

\_\_\_\_\_.

### ***Daily "Check-In" System***

You may voluntarily participate in the daily "check-in" system. The purpose of this program is to verify the safety and well-being of our residents. Please contact the Reception Desk to enter your name and residence number on the "check-in" list. You must then report in person to the Reception Desk or phone the Reception Desk before 10:00 am each day. If you fail to "check-in", the Reception Desk will call you to assure your safety. If you do not answer your telephone, your residence will be entered by a community associate to determine your well-being.

### ***Keys***

One key per resident is provided for your residence and U.S. letterbox. You will also receive a security tag that operates the entrance and exit gates and all locked exterior doors. If you lose your keys or tag, or wish to have additional keys, you may obtain them at the Reception Desk for a charge. All keys and security tags are



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to be returned when your residence is vacated. Keys and tags are not to be loaned out to anyone else to use.

### ***Pharmacy Deliveries***

The Reception Desk will accept deliveries of pharmacy prescriptions. Residents are responsible for personal pick up and scheduling deliveries to your residence.

### ***Resident Mail***

There are 2 types of mail services:

House Mail is placed in individual message slots at the Reception Desk. Here you will find notices and memos from Administration and the Residents' Association, your monthly bill, and messages from friends.

Individual U.S. Mail Boxes have the same numbers as your residence. You can open your mailbox with your mail box key and only you and the mail carrier have access to the box.

Instructions for holding or forwarding U.S. mail when you are away should be given to the Reception Desk

Registered and certified U.S. mail is also left at the Reception Desk; the Reception Desk may sign for it with your approval.

### ***UPS, FedEx, and Parcel Post***

All UPS, FedEx and Parcel Post packages are delivered to the Reception Desk. A note will be left in your personal box and we will hold the package at the Reception Desk.

### ***Notary Public***

Residents may have papers notarized by making arrangements at People's United Bank. The community branch is located on The Club floor.



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### ***Photocopy Machine/ Fax Machine***

There is a copy machine located in the Residents' Association office on the 1<sup>st</sup> Floor for resident use. A fax machine is available at the Reception Desk for a nominal charge.

### ***Lost & Found***

Articles found by residents should be delivered to the Reception Desk. Owners may claim lost items by properly identifying them.

### ***Guest Room Reservations***

The community has guest rooms that may be reserved by residents for their guests for a fee. Reservations should be made well in advance by calling the Reception Desk. While guests may pay for their room and board by personal check at the Reception Desk, you may also request that charges for their stay be added to your next monthly service billing. You are responsible for any unpaid guest charges. Check out time is 11:00 a.m.

### ***Guest Meals***

We welcome any guests of the community to dine in any of our dining venues. As with Guest Room Reservations, guests may pay for their meals at the time of service or you may request that charges be added to your next monthly service billing. You are responsible for any unpaid guest charges. Reservations for guests are strongly requested.

### ***Lounge Reservations***

Many of our ten floors of residences have a lovely lounge for your personal use or resident meetings. Reservations should be made at the Reception Desk. There is not a charge for reserving a room; however there may be additional housekeeping fees should the lounge not be cleaned following a personal resident event.

### ***Newspapers***

**You may make arrangements to subscribe to the Connecticut Post, the New York Times, and/or Daily News.**



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**Subscription and cancellation to newspapers are the resident's responsibility.**



## **Community Services**

### ***Cable Television***

All residences are cable ready. Basic service is provided for an additional fee to your monthly service billing. Internet and premium Cable services are available with Cable Vision for an additional charge.

### ***Transportation***

The community has a car and passenger bus to meet your transportation needs and for various outings and events such as trips to the ballpark, theater, shopping and symphony. Scheduled transportation for medical appointments is available on a first-come, first-served basis, 5 days per week for a nominal fee to locations within 10 miles of our immediate area (Bridgeport, Fairfield, Trumbull, Stratford and Westport). Transportation departs on the hour and ½ hour beginning at 8:00 am. Personal transportation outside of this service area is available according to the established fee schedule. This service area may change from time to time. Transportation services and schedules may be changed by providing 30 days' notice. Reservations must be made through the Reception Desk at least 48 hours in advance. Transportation to religious services is available per the Community Life calendar. Please inquire at Reception Desk for current fee schedule.

### ***Housekeeping***

Housekeepers are assigned to regular cleaning of residences, the frequency of which is dependent upon the service level selected by the resident. Full Service residents residing in a Town Center apartment or Cottage will be scheduled for housekeeping services every other week. Those services include: dusting, vacuuming, bathroom and kitchen cleaning, bed making and trash removal. The community will wash resident-provided bed linens and towels weekly for Full Service residents in a Town Center apartment. Bed making, and trash removal are also provided with the weekly linen service. Full Service residents in a Cottage may elect linen service for an additional charge. Classic plan residents residing in either a Town Center Apartment or a Cottage may choose to receive housekeeping services and/or linen services, both of which are additional services available as an additional charge. Residents moving in after May 31, 2014 who wish to participate in the community's linen service should provide two sets of bed linens and towels.



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Residents are to be ready for their residences to be cleaned on the scheduled day, unless alternate arrangements have been made through the Housekeeping Director. Cooperation of each resident is essential to run a smooth cleaning schedule. If you cannot be home during your scheduled cleaning day you will have to skip that particular cleaning day and wait until the next scheduled date.

Residents may purchase additional housekeeping. Such requests for personal services must be made through the Housekeeping Director. Chargeable housekeeping service will be performed on a “first come, first served” basis, pending availability of Housekeeping associates. Fees for additional services may be changed by providing a 30 day notice.

### ***Maintenance***

Maintenance service on community and apartment equipment and fixtures is provided as part of your monthly service fee. At the time of move-in, complimentary assistance up to two hours will be given to residents with picture/mirror hanging and connecting televisions/radios.

All work or repairs needed must be requested on a work order available at the Reception Desk. In cases of emergency, such as water overflow in toilet or sink or electrical failure, **immediately call the Reception Desk**. Residents may purchase additional maintenance and such requests for personal services must be made on a work order. Chargeable maintenance service will be performed on a “first come, first served” basis, pending availability of maintenance associates. Fees for additional services may be changed by providing a 30 day notice.

The Maintenance Department is also responsible for the upkeep of outside areas including grounds, walks, garages, and parking areas

### ***Pest Extermination***

Pest extermination is provided on a regular basis by an outside service for the community. This service is provided free of charge to residents. If you have a problem with pests in your residence or notice a problem in a public area, please notify the Reception Desk.



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### ***Personal Laundry***

Laundry machines are available at no charge on floors two through ten. In addition, personal laundry and ironing services are available Monday through Friday for an additional fee. Residents wishing to purchase this service should contact the Housekeeping Director at least one day in advance. Items will be picked up and returned to your residence. Charges are based on volume and ironing time. Fees for additional services may be changed by providing a 30 day notice. All personal laundry should be labeled for identification purposes.

### ***Dry Cleaning***

Outside dry cleaning services are available to you. Please bring clothes to the Housekeeping Office by appointment. For further information, contact Housekeeping at Ext. 6630.

### ***Watermark at Home***

Watermark at Home, an Assisted Living Service Agency (ALSA), licensed by the State of Connecticut, is located within the community to provide personal assistance to residents including bathing, dressing, medication pre-pouring and daily administration of medications. There is an additional fee for these services and residents or their families should contact the ALSA Director for additional information. Fees for additional services may be changed by providing a 60 day notice.

### ***Pharmacy***

You may select any pharmacy you desire. Arrangements for prescriptions or refills should be made by you or your physician. The pharmacy you select should have a delivery service for added convenience. Arrangements for receipt and payment of medications are the responsibility of the resident.



## **Dining Services**

### ***Main Dining Room – The “W” Room***

Dining is one of the most enjoyable activities of the day. Our dining room has been designed to offer an elegant dining atmosphere for residents and their guests. 3030 Park provides restaurant-style table service with menus that offer a wide selection and are designed to meet the tastes and preferences of residents.

### ***Dining Room Hours***

Monday – Saturday, Evening Meal	4:45 p.m. to 7:00 p.m.
Sunday and Holidays	11:45 a.m. to 2:00 p.m.

### ***Dining Room Dress Code***

We wish to maintain a gracious atmosphere in the Dining Room. Residents are requested to adhere to a neat and appropriate manner of dress.

The Resident Association has adopted the following dress code for the main Dining Room:

For men: Collared shirts (tucked in), aloha style dress shirts, turtlenecks and long dress trousers are required. Sweaters are acceptable. Jackets and neck ties are suggested for Friday and Saturday dinners.

For women: Dresses, skirts, jackets, dress pants, pant suites, blouses or neat tops are required.

Shorts, dungarees/jeans, gym attire, pajamas, robes, hats/caps, flip-flops and bare feet are not appropriate for either men or women.

Children under the age of 12 are not required to meet the dress code.

Residents and their guests who do not wish to observe this dress code will not be provided seating in the “W” Room. They will have the options of eating in the



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“W” Lounge or taking advantage of take-out or room service to their apartment or one of the private dining rooms within the community.

### ***Reservations***

To reserve a specific dining time or for parties of five (5) or more, please contact Dining Services twenty-four (24) hours in advance. Call extension 6335 for reservations.

### ***Hostess Assistance in Seating***

All residents are required to be seated by the Hostess. Please wait for the Hostess so that we can make proper seating arrangements for everyone. If you expect other residents to join you at your table, give their names to the Hostess so that she may direct them to your table.

### ***Gallery Café***

The Gallery Café is located on The Club level. The Gallery Café offers continental and hot breakfasts, lunches, freshly baked goods, snacks, hot and cold beverages for purchase. Hours are Monday through Saturday: 7:00 a.m. to 2:00 p.m.

### ***“W” Lounge***

The “W” Lounge is a casual bar restaurant adjacent to the “W” dining room. The “W” Lounge is designed for the enjoyment of residents and guests. The menu offerings are distinct and only available in “W” Lounge. Select items on the “W” Lounge menu are able to be charged as your evening meal credit. All other items on the menu can be charged directly to your room or paid for with cash. Alcoholic and non-alcoholic beverages are available in the “W” Lounge for an additional cost.

Hours are Thursday-Friday from 3:30 p.m.-7:30 p.m. Additional hours are available for special events and private parties.



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### ***Complimentary wine service***

Residents are entitled to one complimentary glass of house wine with dinner Monday through Thursday and up to two complimentary glasses on Friday and Saturday. Guests will be charged an additional fee for wine service.

### ***Tray Service/Room Service***

Tray Service is available to all residents for an additional charge. You may place your order by calling Ext. 6163 by 4:00 p.m. on Monday-Saturday and by 11:30 a.m. on Sunday. All trays will be delivered by Dining Services and tray pickup will be made after the meal. Trays placed in the hall after meals will be picked up between 7:30 p.m. and 8:00 p.m.

### ***Take Outs/Resident Carry Out***

Dinner can be ordered and taken back to your residence for an additional charge. You may place your order by calling Ext. 6163 by 4:00 p.m. on Monday-Saturday and by 11:30 a.m. on Sunday. Evening meals may be picked up at the dining room entrance between 4:45 p.m. – 5:15 p.m. and 6:30 p.m. – 7:00 p.m.

### ***Deadline for all evening meal orders “To Go” or “Room Service” is 4:00 p.m.***

The kitchen phone will not be answered, nor will messages be retrieved after 4:00 p.m.

Trays placed in the hall after meals will be picked up between 7:30 p.m. and 8:00 p.m. Residents will be charged for plates and dining services items not returned to the dining room.

### ***Catering Service***

Complete catering is available for luncheons, buffets, parties, special functions, and committee meetings. Fees are contingent on the function and the number of persons attending. Please call the Dining Services Department for details.

### ***Private Dining Room***

Located on the 10<sup>th</sup> floor is our beautifully appointed private Dining Room. This room may be reserved by contacting the Director of Dining Services for catering arrangements.



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### ***Residents' Meal Charges***

Each resident is requested to sign his/her name on a menu guest check for all meals. Guest checks will be reviewed daily and will be tallied at the end of the month.

Should you eat more meals than the number of eligible meals in the month based upon your meal plan, you are charged for the additional meals at the current published charge. The charges will appear on your monthly statement.

### ***Absentee Policy***

There is a credit given when you are away from the community more than 60 consecutive days. You must notify the Reception Desk when you are going to be away. Please refer to Exhibit A of your Residency Agreement for details.

### ***Additional Charges***

Fees for additional services as mentioned in this section may be changed by providing a 30 day notice.

## **Community Amenities**

### ***Place of Worship***

Located on the first floor and able to accommodate 65 persons, interdenominational services are routinely conducted as programmed by the Resident's Association. Several clergy in the community take turns conducting these ecumenical services. Service announcements and schedules will be posted on resident communication boards.

### ***Main Lounge and Lobby***

The first floor area has many sofas, armchairs, tables, and a beautiful piano. It is used for large receptions, programs, meetings and cocktail hours. Several times each week bingo, bridge and other card games are played in the lounge. In one section, picture puzzles are spread on tables waiting for loose pieces to be put in place.

### ***Library***

Continuing on through the main lounge, you come to the Library. This very attractive reading room with a large magazine rack is a pleasant, quiet place to be.

The book selection is aimed primarily at leisure-time reading with fiction, biography, and a large mystery collection. Poetry, drama, nature, travel, religion, humor and short stories are part of our book collection. Large print books are also available. Residents may borrow books for a period of four weeks.

### ***Computers & Audio Library***

Located next to the Library is our Computer Center. Personal use of computers, Internet and e-mail access are available for residents and guests at all times. Computer classes are routinely scheduled. **Computers are to be used by residents only.** As well within the computer lounge you will also find a large selection of audio CD's for resident use.



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### ***The Family Room***

The tenth floor lounge is a beautifully furnished room, somewhat larger than the lounges on other floors, with a fireplace and kitchen. Residents often entertain their families and friends in this gracious room. This lounge must be reserved through the Reception Desk well in advance of the date on which it is to be used, particularly for such holidays as Thanksgiving, Hanukkah, Christmas, Passover and Easter.

### ***Top of the Park***

Also located on the tenth floor is the Top of the Park lounge. This lounge features a billiard table and other amenities. Please contact the Reception Desk to reserve this space for personal events.

### ***Beauty Salon***

You will find the Indulge Salon/Spa located on The Club level. A private practitioner manages the salon. The salon manager and employees of the salon are not associates of the community. The salon manager establishes the hours of operation and charges. A schedule of these service charges and hours is maintained at the salon. You may schedule appointments with the salon by calling them directly.

### ***Laundry Rooms***

On each resident floor, located behind the elevators, is a laundry room equipped with a washing machine, dryer, iron and ironing board. There is no fee associated with use of these rooms. As a courtesy to your neighbors, timely removal of your clothes from the washer and dryers are requested.

### ***Gardening***

An area on our grounds has been set aside for individual gardens. Many residents like to grow their own flowers, herbs, and vegetables. If you would like a garden, please contact the Community Life Director.



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### ***Storage Bins***

Located on The Club level, there are a limited number of storage bins available on a first-come, first-served basis at an additional charge. Bin assignment is made through the Plant Operations Department.

### ***Banking***

The community has a full-service branch of People's United Bank located on The Club level. Current bank hours are available at the Reception Desk and posted on the door of the Bank.

### ***Gallery Café***

The Gallery Café is located on The Club level. The Gallery Café offers breakfast and lunches, freshly baked goods and hot coffee and tea for purchase. Hours are Monday through Saturday: 7:00 a.m. to 2:00 p.m.

### ***Art Gallery***

We regularly feature the artwork of our own residents and local area artists. These exhibits are displayed in the Art Gallery located on the second floor Rotunda. A reception and lecture by the featured artist is held each month.

### ***Cable Television***

All residences are cable ready Basic service is available for an additional fee to your monthly service billing. Internet and premium Cable services are available through Comcast Cable.

### ***Vehicle Parking***

Covered/garage parking spaces are available for a monthly fee. Arrangements for parking may be made with the Plant Operations Director.

Parking for the front entrance is available around the outer circle in the designated parking spaces. The circle area directly in front of the building is an identified fire lane. Vehicles parked in the fire lane are subject to immediate towing at the vehicle owners' expense.



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### ***Vitality Fitness Center***

Located on The Club level, the Vitality Fitness Center has State of the Art Kaiser pneumatic exercise equipment available. For your own safety, all residents must receive proper instruction prior to equipment use. Instruction is available by appointment.

A medical fitness form must be completed prior to use of the center. For safety reasons, this equipment may not be used by visiting children.

General exercise and yoga classes are held regularly; please refer to the weekly and monthly calendars for specific days and times.

### ***Auditorium***

Located on The Club level is a large auditorium used for meetings, plays, concerts, movies, parties and other special gatherings.

### ***Woodworking Shop & Creative Arts Studio***

The Woodworking Shop is located outside the garage parking. For safety precautions, the Woodworking Shop is kept locked. A key is available at the Reception Desk.

Arts & Craft classes are offered in our Creative Arts Studio located on the 2<sup>nd</sup> floor in The Art Gallery and to the rear of the auditorium in our garden center. Frequently, guest artisans provide specialized instructions. See bulletin board or the community life schedules for schedules of project topics.

### ***The Wellness Center & Outpatient Therapy***

The Wellness Center is located on The Club level across from the fitness center. Free weekly blood pressure and weight monitoring are available for all residents on a regularly scheduled basis – please see the Reception Desk for dates and times. Monthly seminars are presented by various health care professionals with a focus on preventive medicine. Podiatry services are available by appointment. Physical and outpatient therapy services are provided by Independence Rehab. Please call the ALSA Director for additional details.



## **General Policies**

### ***Refuse Rooms***

Refuse Rooms are located in the East wing of each floor. Each refuse room is equipped with a chute, a red box and a blue box. Observing the following simple rules will avoid bugs, strong odors, and a messy refuse room:

The RED BOX is for newspapers, magazines, catalogs, phone books and miscellaneous mail and paper. No carbon paper please.

The BLUE BOX is for bottles (rinsed and without caps), cans, aluminum plates, medicine containers and plastic containers marked 1 & 2. Nothing else, please.

Cardboard goes on the floor in the corner. Milk, juice cartons and cereal boxes should be sent down the chute.

Everything else should be bagged and sent down the chute. (Plastic bags may be used). This includes light bulbs, batteries, ceramics, broken glass, aerosol cans, garbage, worn-out clothing and accessories. Please note: Wrap all broken glass in paper, place in bag, tie and drop down the chute. No bags should be dropped down the chute unless they are tied, stapled or taped shut. Please limit the sizes of these bags to 12" x 12".

New residents moving in may leave their empty boxes in the corridor for pick-up by maintenance. Call the Reception Desk to notify maintenance for removal.

### ***Gratuities***

**Associates at the community are not permitted to accept tips for their services.**

### ***Charitable Funds - Grants-In-Aid***

The purpose of this fund is to provide financial assistance to residents who may need help with their monthly fee. Any resident seeking this assistance should contact the Business Office Manager for an application. All applications should be sent directly to the Fairfield County Community Foundation, who administers the



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program. Each request will be carefully reviewed and will be kept in the strictest confidence. The fund consists of gifts, bequests, contributions, and income earned from investments.

### ***Residents' Liability***

Residents are liable for any damage to their furnishings and belongings or damage to the furnishings and belongings of other residents resulting from fire or water overflow in their residences when caused by the resident's negligence. **Residents are required to purchase a tenant's insurance policy to protect these losses.**

### ***Balconies/Patios***

For the safety and wellbeing of our residents, guests and neighbors, no grilling, cooking or any open flame is permitted on balconies or patios. Patio umbrellas are also not to used or stored on apartment balconies or patios.

### ***Pet Policy***

The Watermark at 3030 Park recognizes and acknowledges the importance of pets in many Residents' lives. At the same time, we recognize the rights of other Residents to be free of disturbances and safety concerns that may result from pets in residence. Pets must not pose a threat to residents or associates. Management reserves the right to remove the pet if it is a nuisance, presents a dangerous behavior, causes excessive damage to community, and , or if the owner fails to demonstrate adequate vaccination.

Small pets are allowed in the community. A small pet is defined as a cat or dog (under 35 lbs), fish (20 gallon tank or less), or a caged bird. Residents are required to complete a pet agreement prior to moving into their residence and arrange for a pet interview with The Executive Director.

- Residents will keep their pet in their apartment, except when walking the pet. Pets must be on a leash when walking outside of the apartment.
- It is the responsibility of the owner, to clean up any droppings at once.
- Dogs must be housebroken and cats litter box trained.
- Cats must be declawed.



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- Dogs and cats must be licensed and tagged and have appropriate shots as required by state/county health departments.
- Spayed or neutered as applicable
- Community associates are not responsible for caring for resident pets
- In the event of a resident's sudden illness or death, the resident agrees to provide the community with an alternate custodian.
- Pets are not allowed in common areas which include dining rooms, auditoriums, lobbies, unless they are walking through to reach an exit. Specially trained service dogs are an exception.

### *Outside Private Duty*

All residents who hire private nursing aides, housekeepers and/or other individuals on a private basis shall utilize an individual from an approved agency or provide the ALSA Supervisor with the following information within two weeks of hiring the private duty individual:

- A signed Resident Indemnification from Liability
- A signed Outside Private Duty Release Form
- A signed Outside Private Duty Handbook and
- A signed Privacy Acknowledgement
- Proof that the employed individual and the resident both have liability insurance covering the professional acts (including care giving) of that individual.

This policy has been implemented for the benefit of our residents and the community. It is the responsibility of each resident to ensure compliance with this policy. The community shall not be liable to the resident or to any privately hired individual due to any failure to comply with this policy. If the resident fails to comply with this policy, the community may exercise the right to terminate the residency agreement with a written 30 day notice. Private duty aides are not permitted to use Resident common rooms (i.e., Library, computer room and lounge areas). A designated break area is available. See Receptionist for details.

## **Resident's Association**

### ***Residents' Association***

Residents automatically become members of the Association when they move into the community. There are no fees associated with membership.

A Resident Council consisting of the officers and committee chairpersons represents the Resident Association. The Resident Council meets to discuss matters of interest to residents.

## **Safety and Emergency Procedures**

### ***Confidential Data Sheet***

The names and telephone numbers of emergency contact persons are included on this sheet. This information will only be accessed if emergency notification is necessary. Please be sure that all information remains current.

### ***Life Line Call System***

In case of an accident, fire, smoke or sudden illness, push the button: This will activate the alarm at the Reception Desk and an associate will be dispatched to respond to your call. If you cannot reach the Lifeline button all attempts should be made to get to your telephone and dial (9) 911 emergency services. If you do "911" please also notify the front desk. It is extremely important that Reception Desk or security knows when there is an emergency vehicle in route so there is no delay for entrance to the community.



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### *Access to Residences*

In case of an emergency, security has keys to the residences. Unauthorized persons may not enter residences unless a resident has signed a release form for access.

### *Fire Safety*

You will find a list of fire safety procedures on the back of your residence entrance door. Please acquaint yourself with these instructions and follow them in case of an emergency. Periodically, fire safety training is held for all residents and associates. It is imperative that you attend these sessions so that you remain well informed of all fire safety procedures.