

**GREENLEAVES RETIREMENT COMMUNITY  
RESIDENTIAL SERVICES AGREEMENT**

This Residential Services Agreement ("Agreement") is made between Amhad Development Corp., d/b/a Greenleaves Retirement Community ("Amhad"), a Massachusetts corporation, its successors, assigns and nominees, and \_\_\_\_\_ ("You" or "Resident").

Amhad is a corporation which owns and operates Greenleaves Retirement Community, a retirement community located in Amherst, Massachusetts. Greenleaves Retirement Community consists of a parcel of land containing 29.403 acres, more or less, (the "Property") upon which Amhad or its nominee has agreed to construct residential condominium units and associated common areas, to be owned mostly by residents. Amhad will also later construct and maintain a Service Unit consisting of a large condominium unit in one of the Greenleaves Retirement Community Condominiums. It will contain a dining area, common living room, exercise room, activities rooms and other rooms and facilities to be owned by Amhad. Amhad and its nominee intends to construct up to a maximum of 235 residential condominium units upon the Property and, in conjunction therewith, dedicate the Property to condominium ownership pursuant to two or more Condominium Master Deeds. Those portions-of the Property dedicated to condominium ownership are referred to in this Agreement as Residential Condominium Parcels. That condominium unit to be owned by Amhad is referred to in this Agreement as the "Service Unit".

The purpose of this Residential Services Agreement is to provide statement of your legal rights and obligations at Greenleaves Retirement Community, including the services and care that Amhad will furnish to you at Greenleaves Retirement Community.

I.

**INTERESTS IN GREENLEAVES RETIREMENT COMMUNITY**

A. *Your Condominium Interest*

At the time that you sign this Agreement, you will be purchasing a condominium located on one of Greenleaves Retirement Community's Condominium parcels either from Amhad or from a prior owner. Your condominium is No \_\_\_\_\_ ("your Unit" or your "Condominium") in Greenleaves Retirement Community Condominium No. 3. As a condominium owner, you will be a member of the Greenleaves Retirement Community Condominium Trust No. 3 (the "homeowners association"). Your condominium interest consists of your exclusive ownership of your Unit and your shared ownership (together with other owners of condominium units within the Greenleaves Retirement Community Condominium No. 3) of the common areas, which consist of the areas outside of your condominium and located within the boundaries of the Greenleaves Retirement Community Condominium No. 3 parcel. Together these areas have been designated as the Residential Condominium Parcel for Greenleaves Retirement Community Condominium No. 3 (sometimes designated as Residential Condominium Parcel No.3 or as simply the Residential Condominium Parcel). The control and maintenance of the Residential Condominium Parcel is governed by other documents including the Condominium Master Deed

for Greenleaves Retirement Community Condominium No. 3 ("Master Deed"), the Declaration of Trust of the Greenleaves Retirement Community Condominium Trust No. 3 (the "homeowners' association"), and the Declaration of Reciprocal Easements and Restrictions (the "Declaration of Restrictions"), as well as this agreement. The homeowners' association's rights and responsibilities affect only Residential Condominium Parcel No 3.

## II.

### GENERAL SERVICES

#### A. Condominium Maintenance

As an owner of a Unit within Residential Condominium Parcel No. 3, and as a member of the Homeowners Association, you are subject to the payment of common expense assessments (Condominium Maintenance Fee) as provided in the Master Deed of Greenleaves Retirement Community Condominium No. 3. and Declaration of Trust of Greenleaves Retirement Community Condominium No. 3. Such Monthly Maintenance Fee shall include those costs which will be the subject of a common expenses assessment by the Homeowners Association to cover costs of maintenance, repair and replacement and insurance of the residential condominium parcel. Those services consist of the following which will be included in your Monthly Condominium Maintenance Fee to be paid to Amhad or the management company designated by it as agent for the Homeowners' Association:

1. Maintenance of the buildings and grounds at Greenleaves Retirement Community Condominium No. 3, including landscaping, snow plowing, garbage and trash removal.
2. Comprehensive fire and liability insurance. This does not include your furnishings and personal property and effects and does not include any losses within your unit.
3. Establishment of replacement reserves to pay for the replacement of roofing, exterior siding, fire and smoke detection and sprinkler systems in your unit and throughout the facility, and other common elements.

You will be responsible for your own, electricity, heat, and real estate taxes. You will also be responsible for paying for your own cable television and telephone service, and other services not expressly included in this Agreement. Your Unit will be equipped for cable television hook-up and telephone connection.

#### B. Access Way Services

Amhad will be responsible for the maintenance of the common roadways, and for the signs, grass, lighting, snow plowing, on and adjacent to the said common roadways and of the bike paths within the various condominium parcels. The cost thereof will be shared by each condominium owner in the Greenleaves Retirement Community. Thus, your Monthly Service

Fee will include a charge for one two hundred thirty-fifth of the cost thereof, whether or not the Service Unit is constructed and operational.

C. Service Unit Services

1. Standard Services- Once the Service Unit is constructed and operational, certain services will be available to you at Greenleaves Retirement Community. You may elect to avail yourself of any one or more of them. These services are included in your monthly service fee irrespective of how many of them you may elect to receive. Those services include the following:

1. Use of all recreational facilities at Greenleaves Retirement Community;
11. Activities programs consisting of social, cultural, religious, educational and recreational events, which you may participate in as you wish. Some activities may involve an additional charge;
111. Scheduled local transportation, including transportation to nearby shopping areas.

The service fee will also include a reserve to replace the Service Unit dining facility and other furniture and equipment, heating/air conditioning systems, service unit interior maintenance and carpeting.

2. Optional Services- In addition to the foregoing services enumerated in I. above, the Services outlined below will also be available to you. They will not be included in the monthly basic service charge but will be billed and paid for separately:

1. Twenty-four-hour telephone answering service;
11. Personal emergency response system in your unit;
111. Basic housekeeping services, laundry services or assistance in meal preparation, dressing or other activities of daily living.
- 1v. Meals served in the dining area at designated times in the morning, at midday, and in the evening. Tray service in your Unit will be available at any time for an additional charge. Greenleaves Retirement Community will accommodate special diets if authorized by the Medical Director. There may be an additional charge, depending upon the nature of the special diet.
- v. Special unscheduled local transportation which may be ordered by you at any time.

D. Payment for Services

As hereinbefore indicated, the foregoing housekeeping, special transportation, and other special services (Section II C.2. above) are available upon separate fee arrangements. The charges for these services will be billed and paid separately or with your Monthly Condominium Maintenance Fee: Charges for all services will be adjusted from time to time to reflect the costs of providing the same, including a reasonable management fee. Of course, your total Monthly Service Fees will vary depending on the number of services you elect from C.2 above.

III.

FEES

A. Condominium Unit Purchase Price

You have agreed to purchase your Unit for the sum of \_\_\_\_\_ from Amhad Development, or private owner in accordance with its Purchase and Sale Agreement. This Residential Services Agreement must be signed at or before the closing of the purchase of your Unit.

B. Monthly Fees

1. Obligation to Pay. There are two fees which you will be required to pay each month. The first is the monthly Condominium Maintenance Fee, mentioned in II.A. above, which covers the maintenance of the common areas and facilities of the condominium. The second is the Monthly Service Fee, also mentioned above, which consists of three parts: (1) the first defrays the cost of maintaining the roadways, bike paths, signs, lights, etc., mentioned in II.B. above, (2) the second defrays the cost of the standard services available in or from the Service Unit 11. (C. 1. above) together with the maintenance of the Service Unit, and (3) the third defrays the cost of those services set forth in II.C.2. above which may be elected by you. However, until the Service Unit is constructed and operating there will be no assessment of fees under said Section II.C.2. The Monthly Service Fees resulting from the maintenance of the roadways, bike paths, lights, signs, etc. under II.B. shall be paid whether or not the Service Unit is constructed and operational and shall be based upon an annual operating budget approved by Amhad, which shall reflect the expected reasonable costs to Amhad of maintaining said roadways, bike paths, signs, lights, etc. The costs may include a reasonable management fee for the services of Amhad or its professional nominee and a reasonable amount for depreciation. In any case, said Monthly Service Fee for each condominium Unit payable under II.B. shall not exceed on two hundred thirty fifths of such cost as so determined. Once set, periodic adjustments in your Monthly Fee may be made to reflect unexpected increases or decreases in costs and the Monthly Service Fee may forthwith be adjusted accordingly. **Current monthly fee:** \$ \_\_\_\_\_

2. Common Expense Assessments. As hereinbefore stated, as an owner of a Unit with the Residential Condominium Parcel and as a member of the homeowners' association, you are also subject to the payment of common expense assessments (the Condominium Maintenance Fee) to the homeowners' association which by law the homeowners' association must assess

each unit owner to cover costs of maintenance, repair, replacement and insurance of the residential condominium parcel. You will agree to pay your Monthly Condominium Maintenance and Service fees to Amhad or its designated professional management company. The Condominium Maintenance Fee payment shall be accompanied by the payment of Monthly Service Fees. Both the Maintenance Fee and the Service Fee should be paid together to produce one total to be paid to Amhad or professional management company.

3. Service Unit Costs. When the Service Unit is constructed and operational, your Monthly Service Fee under 11.C.2. shall be based upon an annual operating budget of the Service Unit approved by Amhad, which shall reflect the expected reasonable costs to Amhad of providing the aforesaid services and maintaining the Service Unit. These costs may include a reasonable management fee for the services of Amhad or its professional nominee and a reasonable sum for depreciation. In any case, said Monthly Service Fee for each condominium Unit payable under II.C. shall not exceed on two hundred thirty fifths of such cost as so determined. Once set, periodic adjustments in your Monthly Fee may be made to reflect unexpected increases or decreases in costs and the Monthly Service Fee may forthwith be adjusted accordingly.

4. Effect of Vacancy of Unit. Once your unit has been conveyed to you, you or your legal representative will be obligated to pay the full amount of the Monthly Service Fee then in effect, whether your Units should thereafter be occupied or unoccupied (whether temporarily or permanently) until such time as your Unit has been sold to a Qualified Buyer in accordance with this Agreement. (See Section IV below).

5. Payment Procedures. You will be obligated to make payment in advance, by the tenth (10th) day of the month for which the fee is due, to avoid a late payment charge. All delinquent Monthly Fees shall bear interest at the maximum legal rate, and all fees, late charges, and accrued interest that remain unpaid when your Unit is sold shall be payable to Amhad as provided in Section IV. C. below.

C. Fees for Optional Services

You will be billed separately for all optional services not covered by the Monthly Service Fee. Amhad will give you at least ten days advance notice of any changes in its charges for services and will bill you for the optional services that it provides when they are rendered or when you are billed for your Monthly Service and Maintenance Fees. The payment procedures shall be the same as for the Monthly Service Fee, including the imposition of late payment charges and interest on delinquent payments.

**IV.**

**SALE OF YOUR CONDOMINIUM UNIT**

A. Permitted Sale to Qualified Buyer

You or your legal representative may sell your Unit to a Qualified Buyer (defined below) at any time, provided that all other requirements specified in this Agreement are met. The price

may be whatever price you or your legal representative agree upon with the Qualified Buyer, subject to the rules contained in Section IV, F. below. As used in this Agreement, the term "legal representative" shall include not only a person legally entitled to act on your behalf while you are living, but also a person representing your estate (including a trust estate) after your death. A "Qualified Buyer" is a person who is prepared to purchase your Unit at the agreed upon price and to enter into a Residential Services Agreement (as it then exists) with Amhad, and who has been approved for residency at Greenleaves Retirement Community by Amhad in accordance with its Ownership/Residency Criteria either for himself/herself or for the person or persons intending to reside therein.

B. Required Sale to a Qualified Buyer

You or your legal representative must sell your Unit to a Qualified Buyer (defined above) upon termination of this agreement by Amhad under the provisions of Section V(B) post.

C. Continuation of Monthly Fee

You or your legal representative shall pay your Monthly Maintenance and Service Fees until your Unit is sold, even if your Unit for any reason becomes unoccupied.

D. Retention of Proceeds

Upon the sale of your Unit, you or your legal representative will be entitled to proceeds of the sale, less the Transfer Fee described in Section IV, E. below and any other sums that you owe to Amhad under Section IV or any other provision of this Agreement, and less any sums you may owe to third parties such as attorneys and real estate brokers in connection with the sale.

E. Transfer Fee

When you or your legal representative sell your Unit, the purchase price paid by a Qualified Buyer will be determined by the marketplace. Upon the sale of your Unit at any time Amhad will be entitled to receive a **Transfer Fee** from the sales proceeds equal to **one and one-quarter percent (1.25%)** of the price that a Qualified Buyer pays for your Unit.

F. Requirements for Sale

A sale of your Unit may not occur until all of the following events have occurred:

1. The Qualified Buyer and/or the proposed occupants have been approved by Amhad for residency at Greenleaves Retirement Community;
2. The Qualified Buyer and the proposed occupants have signed a Residential Services Agreement;
3. The Qualified Buyer has paid the first Monthly Fee for which Qualified Buyer is responsible under his Residential Services Agreement; and

4. Amhad has received payment of the Transfer Fee.
5. Amhad has received payment of all sums that you owe to Amhad under Section IV or any other provision of this Agreement. Amhad will issue a certificate suitable for recording, indicating that no payments are due, which certificates shall be conclusive as to the facts stated therein. Such charges shall be junior to each bona-fide mortgage to a recognized mortgage lending institution, but foreclosure of the mortgage shall not impair Amhad's power thereafter to collect such fees.

G. Gifts, Bequests and Devisees

In the event your Unit is transferred without consideration by way of a gift, bequest or devise, no Transfer Fee will be charged. Subsequent sales will, however, be subject to the payment of a Transfer Fee as herein above provided.

H Special Ownership Rules

I. Co-Ownership. If your Unit is owned by more than one person, one co-owner shall not transfer a partial interest in the Unit, but may transfer a right to receive a portion of the proceeds from the sale of the Unit. If one co-owner (the "Terminating Co-Owner") terminates his residence at Greenleaves Retirement Community by death or other means, the co-owner remaining at Greenleaves Retirement Community (the "Remaining Co-Owner") shall have all rights under this Agreement until the Remaining Co-Owner's residence terminates. As long as the Remaining Co-Owner resides in the Unit, the Terminating Co-Owner, his heirs and assigns shall have no right to residency, care, or services at Greenleaves Retirement Community, to require the sale of the Unit through partition proceedings or otherwise, or to exercise any other rights under this Agreement. Upon the termination of the Remaining Co-Owner's residency at Greenleaves Retirement Community, the Unit may as in other cases be sold to a Qualified Buyer, and if applicable, a Transfer Fee shall be paid to Amhad before any proceeds are distributed to either co-owner, their heirs or assigns.

2. Trusts. Your Unit may be held in a trust of which you are a beneficiary, provided that you and all persons who occupy said Unit have cosigned this Agreement. The Residency Occupancy provisions of this agreement and the Master Deed, however, shall apply to the beneficiaries of such trust and all tenants of the Trustee, but the Trustee him/herself shall not be required to meet said occupancy requirements unless said Trustee is to actually occupy the Unit. If title to your Unit is to be held in a trust, the trustee shall have the following obligations: he shall (i) cosign this Agreement; (ii) pay all sums owing but not paid by you under this Agreement from the assets of the trust; (iii) be bound by all of the terms of this Agreement pertaining to ownership, assignment, transfer, or sale of your Unit; and (iv) cooperate fully in facilitating your compliance with the terms of this Agreement. The existence of the trust shall in no way limit your individual responsibility to fulfill the terms of this Agreement. You further agree that, except for your rights as a resident under this Agreement, no trust beneficiary and no transferee of any trust beneficiary shall have any of the following rights: (i) to require sale of your Unit; (ii) to receive your rights to residence or services at Greenleaves Retirement

Community; or (iii) to exercise any other rights under this Agreement (except the right to receive a portion of the net sales proceeds when the Unit is ultimately sold).

3. Distribution of Sale Proceeds. Distribution of the proceeds from the sale of your Unit may vary, depending on whether your Unit is held in joint tenancy, in tenancy in-comm on, or in trust. Your deed sets forth the manner in which you hold title to your Unit. You are urged to consult with your attorney or financial advisor concerning the manner of holding title and the laws regarding the disposition of ownership interests.

## V.

### TERMINATION OF AGREEMENT

#### A. Your Termination Rights

You may terminate this Agreement at any time for any reason by giving Amhad at least sixty (60) days' written notice of your intention to terminate and by selling your Unit to a Qualified Buyer. Upon your death, your obligations under *this* Agreement shall continue until your Unit is sold to a Qualified Buyer. You or your legal representative must comply with all terms of this Agreement governing the sale of your Unit, including the payment of the Transfer Fee.

#### B. Termination Rights of Amhad

1. Termination for Just Cause. Amhad will not terminate this Agreement unless it has just cause to do so. It may, however, do so for just cause. Amhad shall have just cause to terminate this Agreement if:

- i. Except as set forth in Section V. B. 2. below, you fail to pay your Monthly Fee or any other charges that are due, after you have received written notice from Amhad of the possibility of termination as described in Section V.B.3 below;
- ii. You fail to comply with Greenleaves Retirement Community's policies and procedures;
- iii. Your continued residence interferes with the peaceful enjoyment of other residents;
- iv. You materially breach this Agreement or make a material misrepresentation to Amhad; or
- v. You perform any other act or omission that Amhad reasonably deems to be just cause to terminate this Agreement.

2. Financial Difficulty. Amhad will not terminate this Agreement solely because you are financially unable to pay your Monthly Fee and other charges. If you encounter financial difficulty making it impossible for you to pay your Monthly Fee and other charges, you will be allowed to remain at Greenleaves Retirement Community at a reduced rate, based on your ability to pay, as long as you establish facts that justify deferral of the usual charges, and such deferral can, in the sole discretion of Amhad, be granted without impairing Amhad's ability to operate on



a sound financial basis. You will not be entitled to any deferral if you have misrepresented your income or assets, or impaired your ability to meet your financial obligations by making gifts or other transfers for less than their fair market value. You agree that the amount of any Monthly Fee or other charges deferred under this Section V.B.2 shall be deemed a loan to you from Amhad, and shall be secured by a mortgage on your Unit in favor of Amhad. You further agree that all deferred charges, plus interest accrued at the maximum legal rate, shall be a charge against your estate and shall be deducted from the proceeds of the sale of your Unit. Such deduction shall be made in addition to any Transfer Fees charged pursuant to Section IV.E. above. You agree to sign all such other documents and agreements, including a mortgage, as may be reasonably required in order to document the loan and mortgage in favor of Amhad.

3. **Written Notice of Termination.** Before any termination of this Agreement under this Section V.B., Amhad will give you written notice of its intent to terminate this Agreement. The notice shall state the cause for such termination and shall give you thirty (30) days to correct the problem, except as provided below. If the problem is corrected within thirty (30) days, this Agreement shall not be terminated. If the problem is not corrected within thirty (30) days, this Agreement shall be terminated forty-five (45) days after the date of the original notice of termination, and you must leave Greenleaves Retirement Community and sell your Unit. Any refunds payable to you upon termination shall be made as required by law. Neither the thirty (30) day cure period nor the forty-five (45) day notice period shall be required if Amhad determines that such period of time would be detrimental to you, or other residents, or if Amhad determines that the problem constituting just cause for termination cannot be cured.

4. **Sale of Unit.** Upon termination of this Agreement under this Section V.B. you must sell your Unit to a Qualified Buyer.

C. Notices

All notices required or permitted under this Agreement shall be delivered to: Amhad

Development Corp.  
32 Greenleaves Drive  
Hadley, MA 01035

or to you at your Unit (or, if appropriate, to your legal representative at the address furnished by you to Amhad). The aforesaid addresses may be re-designated by either party upon written notice thereof mailed certified mail (return receipt requested) at his/her/its then currently designated address. All other such notices shall be effective when personally delivered or when deposited in the United States mail, if they are properly addressed with postage prepaid.

**VI.**

**INTERRUPTION IN SERVICES**

An interruption in services or failure to maintain services under this Agreement shall not constitute a breach of this Agreement, if it is caused by factors beyond the reasonable control of

Amhad, including but not limited to, strikes, lockouts, or other labor disturbances, government orders, embargoes, shortages of labor or materials, inclement weather, fire, flood, earthquake, or other casualty, Acts of God, or the conduct of residents. In the event of an interruption in services, Amhad shall use its best reasonable efforts to restore services or to provide substitute services.

## VII.

### WAIVER OF ONE BREACH NOT A WAIVER OF ANY OTHER

Amhad's failure on any occasion to insist upon your strict compliance with any term of this Agreement shall not be deemed a waiver of its right to insist upon your strict compliance with all terms of this Agreement on any other occasion.

## VIII.

### RESPECTIVE RIGHTS OF RESIDENTS AND AMHAD

#### A. Other Residents

Amhad may enter into Residential Service Agreements with other persons which contain the same terms as those contained in this Agreement herein or terms which, if different, do not confer significantly superior benefits nor impose materially lesser obligations upon the unit owners therein. Despite any such differences, this Agreement alone sets forth your rights and obligations with respect to Amhad.

#### B. Performance of Services by Third Parties

You acknowledge and accept that some services and functions to be performed by Amhad under this Agreement may be performed by third parties under contract with Amhad.

#### C. Policies and Procedures

Amhad may adopt reasonable policies, rules and regulations set forth in the Policies and Procedures to preserve the health, safety and peaceful enjoyment of all residents, to maintain the buildings and grounds in a pleasant, clean and orderly condition and for all other reasonable purposes. Amhad reserves the right to amend the Policies and Procedures from time to time, upon notice to you, and you agree to abide by the Policies and Procedures (as amended).

#### D. Lease of Unit

You may not lease your Unit for a rental term of less than twelve (12) months, without the prior express written consent of Amhad. All leases must be in writing and must be approved, in advance, by Amhad. All prospective lessees must satisfy the Greenleaves Retirement Community Ownership/Residency Criteria and must be approved, in advance, by Amhad.

E. Residents' Rights

Your rights under this Agreement are limited to those rights expressly granted in it, and do not include any proprietary or managerial interest in Amhad, or the service units of Greenleaves Retirement Community.

**IX.**

**MISCELLANEOUS**

A. Entire Agreement

This Agreement is the entire agreement between you and Amhad and may be amended only by a written instrument signed by an authorized representative of Amhad and by you or your legal representative.

B. Severability

If a court deems any provision of this Agreement invalid, the remainder of this Agreement shall remain in full force and effect, unless the invalidity of the provision has a material effect on the rights or duties of you or Amhad.

C. Liability for Injury or Damage

You agree to indemnify and hold Amhad harmless from all liability for injury or damage caused by you, your guests, licensees or invitees during the term of this Agreement.

D. Attorney's Fees

In the event that a suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal there from, it is agreed that the prevailing party shall be entitled to reasonable attorney's fees to be fixed by the arbitrator, trial court, and/or appellate court.

**X.**

**COMMENCEMENT DATE OF CERTAIN OBLIGATIONS UNDER THIS AGREEMENT**

Notwithstanding any other provision hereof to the contrary, Amhad shall not be required to furnish you the services set forth herein under Section II.C, nor shall you be required to pay any monthly service fee therefore until the first day of the month next succeeding the completion of those portions of the Service Unit facilities which, as determined by Amhad, will be necessary to adequately furnish the services to be provided hereunder. When said facilities are completed and suitable for use as herein provided, Amhad shall give you written notice thereof. Thereafter the privileges and obligations of both you and Amhad with respect to the furnishing of said services and the payment of said service fees hereunder shall commence on the first day of the month next following said notice. Until said Service Unit facilities are available as aforesaid, nothing herein shall be interpreted as suspending the remaining rights and obligations created

hereunder other than those dealing with the rendering of said services by Amhad and the payment of service fees by the owner.

EXECUTED as a sealed instrument

\_\_\_\_\_  
Owner  
\_\_\_\_\_

AMHAD DEVELOPMENT CORP.

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

By: \_\_\_\_\_  
Treasurer