

KVB
Return:
Katharine Lord Klein
Kogelman and Paige, P.C.
101 Acacia Street, 12th Floor
Boston, MA 02110



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AFFORDABLE HOUSING RESTRICTION

TOWN OF WESTON

Warren Avenue, Weston

Sarah Like Rhatigan, Steven L. Charlip, Michael J. Price, Edward H. Coburn, Elizabeth Valenta, Glenn C. Cardozo and Susananne S. Haber, Trustees of the WESTON AFFORDABLE HOUSING TRUST FUND ("Grantor"), a municipal affordable housing trust fund established under G.L. c.44 §55C and the Declaration of Trust dated December 9, 2014, recorded with the Middlesex South District Registry of Deeds in Book 64667, Page 140, having a mailing address at 11 Townhouse Road, P.O. Box 378, Weston, Massachusetts 02493-0002, its successors and assigns, for consideration of \$2,688,500.00, hereby grants, with quitclaim covenants, to the TOWN OF WESTON (the "Town"), a municipal corporation duly organized under the laws of Massachusetts and acting by and through its Board of Selectmen, having a usual place of business at 11 Townhouse Road, P.O. Box 378, Weston, Massachusetts 02493, its successors and assigns, exclusively for the purpose of ensuring the provision and retention of housing for occupancy by low and moderate income persons and households, the following described Affordable Housing Restriction (this "Restriction") on the parcels of land located at 66-68, 71 and 74 Warren Avenue, Weston, Massachusetts, described more particularly in Exhibit A, attached hereto and incorporated herein, same parcels also being the premises described in a deed recorded with the Middlesex South Registry of Deeds in Book 64184 Page 16 (the "Property").

Recitals

WHEREAS, Grantor submitted an application to the Town of Weston Community Preservation Committee (the "CPC") for funds under G.L. c.44B, §1, et seq., the Community Preservation Act (the "CPA"), for the purpose of creating and operating seven (7) units (the "Units") of low and moderate income rental housing on the Property (the "Project"), four (4) of which Units shall be rented to persons and households having an income of no more than eighty percent (80%) of the area median income (the "Low Income Units"), with the remaining three (3) Units to be leased to persons and households having an income no more than one hundred percent (100%) of the area median income (the "Moderate Income Units"), all as set forth more particularly herein;

WHEREAS, the Weston Town Meeting, acting on the recommendation of the CPC, by the vote taken under Article 4 of the December 1, 2014 Special Town Meeting, appropriated funds under the CPA in the amount of \$2,688,500.00 to fund the Project (the "CPA Grant");

WHEREAS, the CPA Grant is contingent on Grantor granting the Town an affordable housing restriction ensuring that all the Units shall be rented to low and moderate income persons and households, as more particularly set forth herein, meeting the requirements of G.L. c.44B, §12(a) and qualifying under G.L. c. 184, §31, binding and enforceable by the Town in perpetuity;

WHEREAS, Grantor obtained a Comprehensive Permit from the Weston Zoning Board of Appeals, recorded with the Middlesex South District Registry of Deeds in Book 342, Page 342 (the "Comprehensive Permit"), pursuant to which Grantor will develop the Project in accordance with the Comprehensive Permit;

WHEREAS, Grantor has entered into a separate Chapter 40B Regulatory Use Agreement with the Department of Housing and Community Development ("DHCD"), which sets forth certain restrictions pertaining to the rental of the Low Income Units (as amended from time to time, the "Regulatory Agreement"), which provides the Units will be counted in the Town's Subsidized Housing Inventory ("SHI") so long as the Project remains in compliance with the terms of the Regulatory Agreement;

WHEREAS, DHCD has promulgated regulations at 760 CMR 56.00 (as amended from time to time, the "Regulations") relating to the issuance of comprehensive permits under G.L. c. 40B, §§20-23 (as amended from time to time, the "Act"), and has pursuant thereto issued its Comprehensive Permit Guidelines (the "Guidelines") and, collectively with the Regulations and the Act, the "Comprehensive Permit Rules";

WHEREAS, it is the intent of the parties that so long as the Low Income Units are subject to the provisions of the Regulatory Agreement and in compliance therewith, the Regulatory Agreement and the Comprehensive Permit Rules shall govern the tenant selection criteria, income eligibility, the leases to tenants, the maximum rent, and other requirements with respect to the Low Income Units;

WHEREAS, the Town has determined that the rights and restrictions granted to the Town under this Restriction serve the public's interest in the creation and retention of affordable housing for persons and households of low and moderate income and in the restricting of rents of the Units on the Property in order to assure their affordability by future low and moderate income tenants.

NOW, THEREFORE, for consideration of the CPA Grant, Grantor grants this Restriction to the Town, upon the following terms, in accordance with G.L. c. 184, §§31-33 and otherwise by law, are as follows:

1. Purpose. The purpose of this Restriction is to ensure that all the Units on the Property shall be rented to and occupied in perpetuity by Qualifying Households, as set forth more particularly herein. Grantor shall not permit the use and occupancy of any Unit for any purpose other than rental to Qualifying Households in accordance with the Affordability Commitments (defined below). The recitals set forth in the preamble are incorporated herein in their entirety.

2. Permitted Uses. The Property shall be used only for the Project. Grantor shall construct and operate the Project in accordance with the plans and specifications approved by the Town. All Units must contain complete living facilities including but not limited to a stove, kitchen cabinets, plumbing fixtures, and sanitary facilities. Materials used for the interiors of the Units must be of good quality. The Project must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for the handicapped. Except to the extent that the Project is exempted from such compliance by the Comprehensive Permit, the Project must also comply with all applicable by-laws, rules, and regulations. Any use of the Property or activity thereon which is inconsistent with the purpose of this Restriction is expressly prohibited. Grantor shall carry out each activity provided for in this Restriction in compliance with all applicable federal and state laws and regulations.

3. Units. During the term of this Restriction, all four (4) Low Income Units shall be rented to persons and/or households whose annual income is at or below eighty percent (80%) of the Area Median Income, adjusted for household size, as determined by the Department of Housing and Urban Development ("HUD") (the "Low Income Tenants"), and all three (3) Moderate Income Units shall be rented to persons and/or households whose annual income is at or below one hundred percent (100%) of the Area Median Income, adjusted for household size, as determined by HUD (the "Moderate Income Tenants," and, together with the Low Income Tenants, the "Qualifying Households"). The "Area" means the Boston-Cambridge-Quincy, MA-NH HUD Metro FMR Area, as determined by HUD. The "Area Median Income" shall mean the median gross income for the Area, as determined from time to time by HUD. Grantor shall be governed by the income eligibility criteria, asset criteria, and other qualifying criteria established by HUD or by DHCD in the Comprehensive Permit Rules, as such criteria may be applicable to the Project. If HUD discontinues publication of Area Median Income or other criteria, the income statistics and eligibility criteria used by DHCD or the Massachusetts Housing Finance Agency for low and moderate income housing programs shall apply.

4. Rental Expenses; Continued Eligibility. (a) Except as provided below, the annual rental expense for each Low Income Unit, including applicable utility allowances for heat, electricity and hot water, shall not exceed thirty percent (30%) of the income of a Low Income Tenant, adjusted for household size, assuming that household size shall be equal to the number of bedrooms in the Unit plus one, and the annual rental expense for each Moderate Income Unit, including applicable utility allowances for heat, electricity and hot water, shall not exceed thirty percent (30%) of the income of a Moderate Income Tenant, adjusted for household size, assuming that household size shall be equal to the number of bedrooms in the Unit plus one. Notwithstanding the foregoing, if an Unit or household has a subsidy commitment through any federal or state rental assistance program, then the maximum tenant portion of the rent, and the maximum total rent that may be collected by Grantor (including the tenant portion of the rent and the rental assistance subsidy payment), shall each be as permitted by such program.

(b) In determining the maximum monthly rent that may be charged for a Unit under this Section, Grantor shall include an allowance (or a DHCD heat deduction) for any utilities and

services (excluding telephone) to be paid by the Qualifying Household. Adjusted income shall be as defined in 24 C.F.R. 5.609 (or any successor regulation) or by DHCD 760 CMR 6.00 (or any successor regulation) using assumptions provided by HUD or by DHCD.

(c) Any Unit occupied by a Qualifying Household at the commencement of occupancy shall be deemed an affordable unit, so long as (i) such Unit continues to be rent-restricted and (ii) the tenant's income does not exceed 140% of the maximum income (as defined in Section 42(g)(1) of the Internal Revenue Code). If, after initial occupancy, the income of a tenant in a Unit increases, and as a result of such increase, exceeds one hundred forty percent (140%) of the maximum income permitted hereunder for such a tenant, at the expiration of the applicable lease term, the rent restrictions shall no longer apply to such tenant.

(d) Notwithstanding anything to the contrary herein, to the extent that the Regulatory Agreement or any other agreement that Grantor enters into with any public or quasi-public lender or program (such as the low-income housing tax credit program) imposes affordability requirements on Grantor and the Project at least as restrictive as those set forth herein (each such public or quasi-public lender or program, including the Regulatory Agreement, is referred to herein as a "Public Subsidy Program"), then a household's adjusted income for purposes of determining income eligibility and maximum rents shall be determined in accordance with the applicable guidelines and regulations of such Public Subsidy Program. If any of the Units are tax credit units, then a household's adjusted income for purposes of determining income eligibility and maximum rents shall be determined in accordance with Section 42(g)(1) of the Internal Revenue Code.

5. Resident Selection. Prior to selecting the tenants, Grantor shall submit to the Town a Tenant Selection Plan, prepared by Grantor in accordance with the Comprehensive Permit Rules and approved by DHCD, and, to the extent not subject to DHCD's review, approved by the Town. Tenant shall select tenants for the Units in a fair and impartial manner, based on the Tenant Selection Plan, which shall be made available to such tenants upon request. Such Tenant Selection Plan must comply with any and all applicable laws, rules, regulations and bylaws, including the Comprehensive Permit Rules.

6. Affirmative Marketing Plan. Grantor shall also provide the Town with an affirmative marketing plan acceptable to the Town, or a plan approved by DHCD. The affirmative marketing plan must comply with all applicable statutes, regulations and executive orders and with any DHCD directives reflecting the agreement between DHCD and the U.S. Department of Housing and Urban Development in the case of NAACP, Boston Chapter v. Kemp. The approved marketing plan and the approved resident selection policies and criteria shall be adhered to in every respect.

7. Income Determinations. During the term of this Restriction, Grantor shall lease all the Units to Qualifying Households in accordance with the terms of this Restriction. Grantor represents, warrants and covenants that the determination of whether a household is a Qualifying Household shall be made by Grantor at the time of leasing of each Unit and thereafter at least annually on the basis of the current income of such household. In initially verifying a household's income, Grantor shall examine the source documents evidencing annual income

(e.g. wage statements, interest statements, unemployment compensation statements) for the household. Grantor shall maintain, until six (6) years after the respective tenant vacates a Unit, as part of its Project records, copies of all leases of the Units in the Project and all initial and annual income certifications by tenants of the Units. Grantor shall provide the Town with such other information as Grantor is required to provide under any Public Subsidy Program, and such other information as the Town may reasonably request to ensure compliance with the terms of this Restriction, subject to statutory and regulatory requirements regarding tenant confidential information and the provisions of the Public Records Law.

8. Rent Schedule. Projected initial monthly rents and allowances for utilities and services for all the Units shall be as set forth in Exhibit B attached hereto, subject to change from time to time (if necessary to reflect any changes in Area Median Income) in accordance with the terms and provisions of this Restriction and any applicable Public Subsidy Program. Annually, as part of the annual reports required under Section 11, Grantor shall submit to Town a proposed schedule of monthly rents and monthly allowances for utilities and services for all the Units. The rent schedule shall include the maximum rents applicable to the Units. The submission shall include in its cover letter the following legend in boldface, upper case letters: **"FAILURE BY THE TOWN TO OBJECT TO THE ENCLOSED PROPOSED SCHEDULE OF RENTS AND ALLOWANCES WITHIN THIRTY (30) DAYS OF RECEIPT SHALL BE DEEMED APPROVAL OF SAME."** The Town's rights to approve rents shall be limited to compliance of the Units with the rent-restriction requirements of Section 4. If a response is not received from the Town within thirty (30) days of submission, the proposed rents and allowances will be deemed approved. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by Grantor to all affected tenants. The Town hereby agrees that, if Grantor obtains financing for the Project from a Public Subsidy Program, the Town will accept, in satisfaction of the above-described annual rent and allowance schedule, the annual rent and allowance schedule for the Units approved under such Public Subsidy Program, provided that all the Units are counted in the Town's SHI.

9. Leases. All leases for the Units shall be consistent with the requirements of the applicable Public Subsidy Program. If no Public Subsidy Program is applicable to the leases, then all leases for the Units shall be consistent with the requirements set forth herein, shall be for terms of not less than one (1) year (unless a shorter term is specified by mutual agreement between the tenant and Grantor, subject to the requirements of the Public Subsidy Program and shall require tenants to provide information required for Grantor to meet its reporting requirements hereunder. Grantor may not terminate the tenancy or refuse to renew the lease of an occupant of a Unit except (i) for serious or repeated violation of the terms and conditions of the lease; (ii) for violations of applicable federal, state or local law; or (iii) for other good cause. Any termination or refusal to renew must be preceded by not less than thirty (30) days by Grantor's service on the tenant of a written notice specifying the grounds for the action.

The lease shall also contain clauses, among others, wherein each resident of such Unit: (a) certifies the accuracy of the statements made in the application and income survey; (b) agrees that the family income, family composition and other eligibility requirements, shall be deemed substantial and material obligations of his or her occupancy; that he or she will comply promptly

with all requests for information with respect thereto from Grantor or the Town; and that his or her failure or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of the tenant's occupancy; and (c) agrees that at such time as Grantor and/or the Town may direct, but at least annually, he or she will furnish to Grantor a certification of the then-current family income, with such documentation as the Town shall reasonably require; and agrees to such charges as the Town has previously approved for any facilities and/or services which may be furnished by Grantor or others to such resident upon his or her request, in addition to the facilities included in the rentals, as amended from time to time.

10. Affordability Commitments. The provisions of Sections 1 through 9 are referred to as the "Affordability Commitments."

11. Annual Compliance Report. Grantor agrees to prepare and deliver annually a report to the Town regarding the compliance of the Project with the Affordability Commitments (the "Annual Compliance Report"). The Annual Compliance Report shall indicate the extent of non-compliance with the relevant reporting and/or substantive requirements, if any, and shall describe efforts being made by Grantor to remedy such non-compliance. Grantor shall deliver the Annual Compliance Report within one hundred twenty (120) days of the end of each calendar year during the term of this Restriction. Notwithstanding the foregoing, Grantor agrees to provide a monthly report to the Town during the initial rent-up period (following construction of the Units) and a quarterly report for a period of first two (2) years from the date that this Restriction is recorded with the Middlesex South Registry of Deeds, detailing Grantor's actions with regard to, and compliance with, the Resident Selection Plan (and the Affordability Commitments. Grantor shall also provide the Town with any affordability compliance report given by Grantor to DHCD or others under the requirements of any Public Subsidy Program.

11. Nondiscrimination. Grantor shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, sexual preference, national origin or any other basis prohibited by law in the lease, use and occupancy of the Units or in connection with the employment or application for employment of persons for the operation and management of the Project. Grantor shall not discriminate against, or refuse to lease, rent or otherwise make available the Units to a holder of a certificate under the Federal Housing Choice Voucher Program or a holder of a comparable document evidencing participation in any state or federal tenant-based assistance program because of the status of the prospective tenant as a holder of such rental voucher or comparable tenant-based assistance document.

12. No Demolition. Grantor shall not, during the term of this Restriction, demolish any part of the Project or substantially subtract from any real or personal property included within the Property except in conjunction with renovation or rehabilitation of the Units or construction of a new project on the Property, in either case subject to the prior written consent of the Town, which consent may be granted or withheld in the Town's sole judgment.

13. Casualty. Grantor represents, warrants and agrees that if the Project, or any part thereof, shall be damaged or destroyed, Grantor shall use diligent efforts to repair and restore the Project to the same condition as existed prior to the event causing such damage or destruction if

it is financially feasible to do so, and Grantor represents, warrants and agrees that the Project shall thereafter continue to operate in accordance with the terms of this Restriction.

14. Inspection Grantor hereby grants to the Town and its duly authorized representatives the right to enter the Property, including the Units, during business hours, (a) upon 24 hours' notice, for the purpose of inspecting the Project to determine compliance with this Restriction or any other agreement between Grantor and the Town, and (b) after forty-five (45) days prior written notice, to take any reasonable and appropriate action under the circumstances to cure any violation of the provisions of this Restriction.

15. Term. (a) This Affordable Housing Restriction is intended to ensure that all the Units on the Property are rented to Qualifying Households, binding on Grantor and enforceable by the Town in perpetuity (and, at a minimum, for a term of ninety-nine (99) years). This Affordable Housing Restriction is intended to be construed as an affordable housing restriction as defined in G.L. c. 184, §31 which has the benefit of G.L. c. 184, §32, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law. Grantor hereby agrees that any and all requirements of the laws of The Commonwealth of Massachusetts to be satisfied in order for this Restriction to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are intended to be satisfied, or in the alternative, that an equitable servitude has been created to insure that this Restriction runs with the land.

(b) Grantor intends, declares and covenants, on behalf of itself and its successors and assigns, that the covenants and restrictions set forth in this Restriction regulating and restricting the use and occupancy of the Property: (a) shall be and are covenants running with the Property, encumbering the Property for the longest period allowed by law (which shall be a minimum of ninety-nine (99) years), and binding on Grantor's successors and all subsequent tenants of the Property, (b) are not merely personal covenants of Grantor, and (c) shall bind Grantor and its successors and assigns (and the benefits shall inure to the Town) and any present or future owner of the Property. Grantor acknowledges that it has received significant assistance from the Town in developing the Property as affordable housing.

(c) Without limiting the foregoing, the Town is authorized to record or file any notices or instruments appropriate to insuring the perpetual enforceability of this Restriction. Grantor, on behalf of itself and its successors and assigns, appoints the Town as its attorney-in-fact to execute, acknowledge and deliver any such instruments on Grantor's behalf. In addition, Grantor and its successors and assigns agree to execute any such instruments upon request. The benefits of this Restriction shall be in gross and shall be assignable by the Town.

16. Enforcement. (a) The Town shall have the right to enforce this Restriction, independent of any such rights held by DHCD or by others under any Public Subsidy Program, by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including without limitation relief requiring restoration of the Property to its condition prior to any such violation (it being agreed that the Town will have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Town. Grantor covenants and agrees to reimburse to the Town all reasonable costs and expenses

(including without limitation reasonable counsel fees) incurred in enforcing this Restriction or in taking reasonable measures to cure any violation hereof (after any applicable notice and cure period has expired), provided that a violation of this Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. If any provision of this Restriction shall to any extent be held invalid, the remainder shall not be affected. No delay or omission on the part of the Town in enforcing the restrictions contained herein shall operate as a waiver of the right to enforce it, nor shall any delay, omission or waiver on any one occasion be deemed to be a bar to or waiver of the same or of any other right on any future occasion.

(b) Grantor shall not be deemed to be in violation of this Restriction unless Grantor shall fail to perform or comply with any of the other terms, covenants or conditions herein and such failure shall continue for a period of forty-five (45) days after written notice from the Town to Grantor specifying the items in default, or in the case of a default or a contingency which cannot with due diligence be cured within such forty-five (45) day period, within such additional time reasonably necessary provided Grantor commences to cure the same within such forty-five (45) day period and thereafter prosecutes the curing of such default with diligence (but in no event shall such additional period exceed ninety (90) days).

17. Subsequent Conveyances. Each and every contract, deed or other instrument hereafter executed conveying Grantor's leasehold interest in the Property or portion thereof shall expressly provide that such conveyance is subject to this Restriction, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the leasehold interest in the Property or portion thereof provides that such conveyance is subject to this Restriction.

18. Notices. Any notice, request or other communication which either party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered, if sent by recognized overnight courier, receipt confirmed, or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Grantor:

Weston Affordable Housing Trust Fund
11 Townhouse Road, P.O. Box 378
Weston, MA 02493

If to the Town:

Town of Weston
11 Townhouse Road, P.O. Box 378
Weston, MA 02493
Attention: Town Manger

With a copy to:

Kopelman & Paige, P.C.
101 Arch Street
Boston, MA 02110
Attention: Katharine Klein, Esq.

or such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by certified or registered mail shall be deemed given three days after mailing; a notice sent by overnight courier shall be deemed given one day after deposit with such courier; and a notice delivered by hand shall be deemed given upon receipt.

19. Amendment. This Affordable Housing Restriction may not be amended, nor may any obligation hereunder be waived or released, without first obtaining the written consent of all parties to this Restriction.

20. Monitoring Services. The Town acknowledges that DHCD will conduct monitoring services under the Regulatory Agreement. Grantor acknowledges that its obligations under this Restriction are independent of its obligations to DHCD, and that Grantor shall comply with the provisions hereof.

21. Termination of DHCD Monitoring Services. In the event that DHCD no longer provides monitoring services under the Regulatory Agreement, or only monitors compliance for some of the Affordability Commitments set forth herein, Grantor agrees that it will retain a monitoring agent, at Grantor's expense, to conduct affirmative fair marketing consistent with the Comprehensive Permit Rules and/or to review and enforce Grantor's compliance with the terms of this Restriction, and make such amendments hereto, or enter into other agreements, and/or take other steps as may be necessary or convenient to ensure that the Units continue to be counted in the SHI for the term set forth herein.

22. DHCD Approval. (a) Notwithstanding anything to the contrary herein, the parties agree that so long as the Low Income Units are subject to the provisions of the Regulatory Agreement (or an agreement under a Public Subsidy Program that imposes affordability requirements on Grantor and the Project at least as restrictive as those set forth herein) and the Affordability Commitments are set forth therein, including, without limitation, the requirement that Grantor obtain approval of the Tenant Selection Plan, the affirmative marketing plan, the income eligibility, the terms of the leases to tenants, and the maximum rent, Grantor shall not be required to obtain the Town's consent under this Restriction for such Affordability Commitments if Grantor has obtained DHCD's written approval of the same under the Regulatory Agreement with respect to the Low Income Units, provided that (i) Grantor complies with the Affordability Commitments, (ii) Grantor does not violate any of the other terms and purposes of this Restriction, including without limitation, the requirement that the Units be rented to Qualified Households in perpetuity, (iii) Grantor copies the Town on all communications with DHCD or under any Public Subsidy Program and provides the Town with copies of such reports, rent schedules, Tenant Selection Plan and other information or documents

contemporaneously with the submission of the same to DHCD (except that Grantor shall provide the Town with the Annual Compliance Report and interim reports as required herein), and (iv) Grantor provides the Town with written evidence of DHCD's approval of the Affordability Commitments. Nothing herein shall impair or otherwise affect the ability of the Town to enforce the Affordability Commitments. Nothing herein shall affect Grantor's obligation to comply with and seek and obtain the Town's written consent, where required under the Affordability Commitments, with respect to the Moderate Income Units (except to the extent that the Regulatory Agreement and/or the Comprehensive Permit Rules also govern the Affordability Commitments for the Moderate Income Units).

(b) Grantor and the Town agree that if DHCD or another public or semi-public agency under a Public Subsidy Program no longer exercises such approval rights (or fails to exercise such approval rights for all the Units), or in any instance if Grantor fails to provide the Town with DHCD's written approval of the Affordability Commitments, then the Town shall exercise the right to approve (i) the Resident Selection Plan as being consistent with affirmative fair marketing, (ii) the annual rent and allowance schedule, respectively, and/or (iii) other provisions requiring the Town or DHCD's approval, in all cases such the Town approval not to be unreasonably denied, conditioned nor delayed, and, under the circumstances providing for such Town approval pursuant to the terms herein, Grantor shall submit the foregoing to the Town for approval at least sixty (60) days prior to the effective date thereof. Nothing herein shall in any way impair the Town's rights and remedies for any breach of Grantor's obligation under this Restriction.

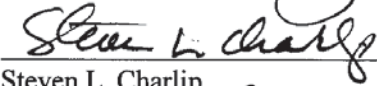
(c) Governing Law. This Affordable Housing Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

The Town's Acceptance of this Restriction is attached hereto and incorporated herein.

Executed under seal this 22nd day of December, 2014.

WESTON AFFORDABLE HOUSING
TRUST FUND

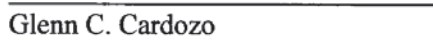

Sarah Like Rhatigan


Steven L. Charlip


Michael J. Price


Edward H. Coburn


Elizabeth Valenta


Glenn C. Cardozo


Susanne S. Haber

COMMONWEALTH OF MASSACHUSETTS

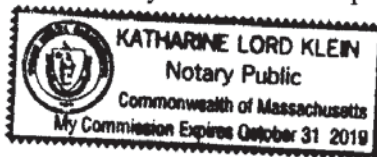
Middlesex, ss.

On this 22nd day of December, 2014, before me, the undersigned notary public, personally appeared Edward H. Coburn, member of the Weston Affordable Housing Trust Fund, who proved to me through satisfactory evidence of identification, which was MA Driver's License, to be the person whose name is signed on the preceding instrument, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose of behalf of the Weston Affordable Housing Trust Fund.


Notary Public

My Commission Expires:

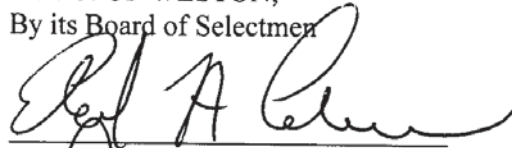
512114/WEST/0197



ACCEPTANCE

The Town of Weston, acting by and through its Board of Selectmen, hereby accepts the foregoing Affordable Housing Restriction from the Weston Affordable Housing Trust Fund on this 13th day of January, 2015.

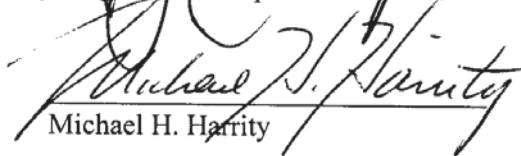
TOWN OF WESTON,
By its Board of Selectmen



Edward H. Coburn



Douglas P. Gillespie



Michael H. Harrity

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 13th of January, 2015, before me the undersigned Notary Public, personally appeared DOUGLAS P. GILLESPIE, member of the Weston Board of Selectmen, as aforesaid, who proved to me through satisfactory evidence of identification, which was PERSONALLY KNOWN, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/they signed it voluntarily for its stated purpose on behalf of the Town of Weston.



Notary Public

My Commission Expires MAY 19, 2017

512114/WEST/0197

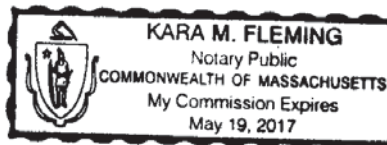


EXHIBIT AProperty Description

A parcel of land located on Warren Avenue, Weston, Massachusetts, and all improvements located thereon, shown as "Map 26, Lot 26" on a plan entitled "Plan of Land to be Conveyed to the Weston Affordable Housing Trust Fund – 66-68, 71 and 74 Warren Avenue Weston, MA," dated December 17, 2014, prepared by LandTech Consultants, recorded with the Middlesex South Registry of Deeds in Book , Page .

as Plan 2013-20.

EXHIBIT BProjected Initial Rent Schedule

	<u>Rents</u>	<u>Utility Allowances</u>
Two-bedroom Units	\$1,321	\$173
Three-bedroom Units	\$1,647	\$214

**Certificate of Approval
Affordable Housing Restriction
G.L. c. 184, §32**

The undersigned Acting General Counsel of the Massachusetts Department of Housing and Community Development hereby certifies that the Affordable Housing Restriction made and declared by Sarah Like Rhatigan, Steven L. Charlip, Michael J. Price, Edward H. Coburn, Elizabeth Valenta, Glenn C. Cardozo and Susananne S. Haber, Trustees of the Weston Affordable Housing Trust Fund, and recorded with the Middlesex South District Registry of Deeds in Book 64667, Page 140 or recorded herewith, with respect to land in the Town of Weston and described more particularly in a deed recorded with said Deeds in Book 64784, Page 15, is hereby declared to be in the public interest and is approved pursuant to the provisions of Massachusetts General Laws chapter 183, section 32.

Date: December 26, 2014

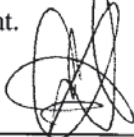
COMMONWEALTH OF MASSACHUSETTS

By: Christine McClave
Name: Christine McClave
Title: Acting General Counsel

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 26th of December, 2014, before me the undersigned Notary Public, personally appeared Christine McClave, Acting Gen'l Counsel, who proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development.



Notary Public

My Commission Expires 1-19-18

512114/WEST/0197



CAROLYN DYMOND
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 19, 2018