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LOCAL INITIATIVE PROGRAM

REGULATORY AGREEMENT  
AND  
DECLARATION OF RESTRICTIVE COVENANTS  
FOR  
RENTAL PROJECT

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this 24<sup>th</sup> day of Oct, 2008 by and among the **Commonwealth of Massachusetts**, acting by and through the **Department of Housing and Community Development** ("DHCD") pursuant to G.L. c.23B §1 as amended by Chapter 19 of the Acts of 2007, the **Town of Weston** ("the Municipality"), and **Weston Affordable Housing Foundation, Inc.**, a Massachusetts charitable corporation, having an address at P.O. Box 171 Weston, MA 02493, and its successors and assigns ("Project Sponsor").

WITNESSETH:

WHEREAS, pursuant to G.L. c. 40B, §§ 20-23 (the "Act") and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April 1989, regulations have been promulgated at 760 CMR 56.00 (the "Regulations") which establish the Local Initiative Program ("LIP") and Comprehensive Permit Guidelines: M.G.L. Chapter 40B Comprehensive Permit Projects - Subsidized Housing Inventory published by DHCD have been issued thereunder (the "Guidelines");

WHEREAS, the Project Sponsor received as a gift a single-family residence on an approximately 0.3 acre (13,062 sq. ft.) site at 15 Jones Road in the Municipality, as more

Record and Return to:  
Lisa A.H. Popadic  
Foley Hoag LLP  
155 Seaport Boulevard  
Boston, MA 02210

particularly described in Exhibit A attached hereto and made a part hereof (the "Project"), which house has been renovated for use as an affordable rental housing unit;

WHEREAS, the Project Sponsor submitted an application to the Municipality's Community Preservation Committee (hereinafter the "CPC") for Community Preservation Act (hereinafter the "CPA") funds in the amount of \$83,000 for rehabilitation of the Project for the purposes referenced below;

WHEREAS, the CPC recommended to Town Meeting that the Project Sponsor be granted the funds as requested;

WHEREAS, Town Meeting on May 6, 2006, pursuant to Article 31, voted to approve funds to be granted to the Project Sponsor in the amount of \$83,000 for community housing purposes, of which \$47,950.39 has been paid to Project Sponsor by check dated July 31, 2007;

WHEREAS, such Project consists of one rental dwelling (the "Unit"), which will be rented at rents specified in this Agreement to Eligible Tenants as specified in Section 2 of this Agreement;

WHEREAS, the Board of Selectmen of the Municipality and the Project Sponsor have made application to DHCD to certify that the Unit is a Local Action Unit (as that term is defined in the Guidelines) within the LIP Program; and

WHEREAS, in partial consideration of the execution of this Agreement, DHCD has issued or will issue its final approval of the Project within the LIP Program and has given and will give technical and other assistance to the Project.

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge to the other, DHCD, the Municipality, and the Project Sponsor hereby agree and covenant as follows:

1. The Project Sponsor represents that the Unit contains complete living facilities, including but not limited to a stove, kitchen cabinets, plumbing fixtures, and washer/dryer hookup and that the Unit is a three bedroom unit.

The Unit, which is to be occupied by a Family (as hereinafter defined in Subsection 2(a)), must contain two or more bedrooms. The Unit must have the following minimum area: three bedroom unit - 1200 square feet.

During the term of this Agreement, the Project Sponsor agrees that the Project and the Unit will remain suitable for occupancy and in compliance with all applicable federal, state, and local health, safety, building, sanitary, environmental, and other laws, codes, rules, and regulations.

2. (a) Throughout the term of this Agreement, the Unit will be rented for no more than the rental rates set forth herein to an Eligible Tenant. An Eligible Tenant is a Family

whose annual income does not exceed eighty percent (80%) of the Area Median Income adjusted for family size ("Maximum Income") as determined by the U.S. Department of Housing and Urban Development ("HUD"). A "Family" shall mean two or more persons who will live regularly in the Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable inter-dependent relationship. The "Area" is defined as the Boston-Cambridge-Quincy MA-NH Metropolitan Statistical Area.

(b) The monthly rents charged to tenants of the Unit shall not exceed an amount equal to thirty percent (30%) of the monthly adjusted income of a Family whose gross income equals eighty percent (80%) of the median income for the Area, with adjustment for the number of bedrooms in the Unit, as provided by HUD; Family size shall be assumed to be equal to the number of bedrooms in the Unit, plus one. In determining the maximum monthly rent that may be charged for the Unit under this clause, the Project Sponsor shall include an allowance for any utilities and services (excluding telephone) to be paid by the resident. Adjusted income shall be as defined in 24 C.F.R. 5.609 (or any successor regulation) using assumptions provided by HUD. The initial maximum monthly rents and utility allowances for the Unit are set forth in Exhibit B attached hereto.

Annually as part of the annual report required under Subsection 2(c) below, the Project Sponsor shall submit to the Municipality and DHCD a proposed schedule of monthly rents and utility allowances for the Unit. Such schedule shall be subject to the approval of the Municipality and DHCD for compliance with the requirements of this Section. Rents for the Unit shall not be increased without the Municipality's and DHCD's prior approval of either (i) a specific request by Project Sponsor for a rent increase or (ii) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of the outstanding lease for the Unit and shall not be implemented without at least 30 days' prior written notice by Project Sponsor to all tenants named in the then-existing lease for the Unit.

(c) Throughout the term of this Agreement, the Project Sponsor shall annually determine whether the tenant of the Unit remains an Eligible Tenant. This determination shall be reviewed by the Municipality and certified to DHCD as provided in Section 2(e), below. A Unit occupied by an Eligible Tenant at the commencement of occupancy shall be deemed low and moderate income housing in compliance with this Section, 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. If the tenant's income exceeds 140% of the Maximum Income at the time of annual eligibility determination, then the Unit shall be deemed low and moderate income housing in compliance with this Section until the then-current lease term expires, which lease term shall be one (1) year.

(d) The Project Sponsor shall enter into a lease with each tenant for a term of one year. The lease shall provide that the tenant shall not be evicted for any reason other than a substantial violation of a material provision of the lease. The Project Sponsor's form of lease for the Unit shall be subject to approval by the Municipality and shall include the following: (i) the tenant shall be given a minimum of 60 days' written notice that a lease will not be renewed, (ii) the tenant shall be required to furnish annual information sufficient to determine and document continued compliance with income eligibility requirements, and (iii) the tenant shall furnish the names and the number of people in the household and their relationship to one another annually and whenever a change of household occurs.

(e) Throughout the term of this Agreement, the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) shall annually certify in writing to DHCD that the Unit continues to be in compliance with Section 2(c), above; and that the Project and the Unit have been maintained in a manner consistent with the Regulations and Guidelines and this Agreement. The parties acknowledge that the Unit is currently rented to an Eligible Tenant, subject to annual certifications provided in Subsection 2(c) above, and which Eligible Tenant was selected pursuant to the Marketing Plan, as hereinafter defined

3. The Project Sponsor and Municipality represent that the Unit is currently occupied by an Income Eligible Household and all the conditions of 760 CMR 56.03(2)(b) have been met. Upon execution of this Agreement, the Project will be included in the Subsidized Housing Inventory, as that term is described in 760 CMR 31.04(1), and the Municipality shall promptly deliver to Project Sponsor \$35,049.61, which amount is the remaining balance of the CPA funds.

4. The Unit will be deemed low and moderate income housing and continue to be included in the Subsidized Housing Inventory in accordance with 760 CMR 45.06(3) for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Project Sponsor is in default hereunder; (2) the Project and the Unit continue to comply with the Regulations and the Guidelines as the same may be amended from time to time; and (3) the Unit remains low and moderate income housing as provided in Subsection 2(c), above.

5. Within sixty (60) days of the date on which the Unit is rented, the Project Sponsor shall complete and deliver to the Municipality and to DHCD the Pro Forma section of the "One Stop Application," documenting costs of renovations and the income from the Project, prepared and signed by the Chief Financial Officer of the Project Sponsor.

6. The Project Sponsor agrees to use any profits received from this Project only for the purpose of constructing, developing, creating, rehabilitating, subsidizing, repairing, marketing, operating or maintaining housing for persons and families of low and moderate income in the Municipality.

7. The parties acknowledge that DHCD has approved the Project Sponsor's current Marketing Plan for the Unit (the "Marketing Plan"). Prior to making any changes to or issuing a new Marketing Plan, the Project Sponsor must obtain DHCD's approval of the new or revised Marketing Plan. Such new or revised Marketing Plan must describe the tenant selection process for the Unit and must set forth a plan for affirmative marketing of the Unit and effective outreach to protected groups underrepresented in the municipality, including provisions for a lottery, consistent with the Regulations and Guidelines. At the option of the Municipality, and provided that new or revised Marketing Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the Marketing Plan may also include a preference for local residents, subject to all provisions of the Regulations and Guidelines. When submitted to DHCD for approval, the Marketing Plan should be accompanied by a letter from the Chief Executive



Officer of the Municipality which states that the tenant selection and local preference aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and 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. **If the Project is located in the Boston-Cambridge-Quincy MA-NH Metropolitan Statistical Area, the Project Sponsor must list the Unit with the City of Boston's MetroList (Metropolitan Housing Opportunity Clearing Center), at Boston City Hall, Fair Housing Commission, Suite 966, One City Hall Plaza, Boston, MA 02201 (671-635-3321).** All costs of carrying out the Marketing Plan shall be paid by the Project Sponsor. A failure to comply with the Marketing Plan by the Project Sponsor or by the Municipality shall be deemed to be a default of this Agreement. The Project Sponsor agrees to maintain for five years following the initial rental of the Unit and for five years following all future rentals, a record of all newspaper advertisements, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by DHCD which may be inspected at any time by DHCD. All Marketing Documentation must be approved by DHCD prior to its use by the Project Sponsor or the Municipality. The Project Sponsor and the Municipality agree that if at any time prior to or during the process of marketing the Unit, DHCD determines that the Project Sponsor, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Project Sponsor or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be reasonably determined by DHCD.

8. Neither the Project Sponsor nor the Municipality shall discriminate on the basis of race, religion, color, sex, sexual orientation, familial status, age, handicap, marital status, national origin, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of tenants; and the Project Sponsor shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

9. The Project Sponsor agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders. DHCD and the Chief Executive Officer of the Municipality shall have access during normal business hours to all books and records of the Project Sponsor and the Project in order to monitor the Project Sponsor's compliance with the terms of this Agreement.

10. At the time of execution of this Agreement, the Municipality shall deliver to Project Sponsor evidence of such entity's authority to enter into this Agreement, in recordable form. Upon execution, the Project Sponsor shall immediately cause this Agreement and any amendments hereto to be recorded with the Middlesex South Registry of Deeds (hereinafter the "Registry of Deeds"), and the Project Sponsor shall pay all fees and charges incurred in connection therewith. Upon such recording, the Project Sponsor shall immediately transmit to DHCD and the Municipality evidence of such recording including the date and book and page number of the Agreement.

11. The Project Sponsor hereby represents, covenants and warrants as follows:
- (a) The Project Sponsor (i) is a corporation duly organized under Chapter 180 of the laws of The Commonwealth of Massachusetts, and is qualified to transact business under the laws of this State, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.
  - (b) The execution and performance of this Agreement by the Project Sponsor (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Project Sponsor is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.
  - (c) The Project Sponsor will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project (herein, the "Premises") free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Project the terms of which are approved by DHCD, or other permitted encumbrances, including mortgages referred to in Section 19, below). DHCD and the Municipality acknowledge that the permitted encumbrances include: (i) the Deed Restriction Agreement dated July 1, 2005, recorded with the Middlesex South Registry of Deeds on July 12, 2005 in Book 45591, Page 180; and (ii) the Commercial Mortgage, Security Agreement and Assignment of Leases and Rents dated August 9, 2005, recorded with the Middlesex South Registry of Deeds on August 15, 2005 in Book 45864, Page 338 (the "Existing Mortgage").
  - (d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Project Sponsor, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.

12. Except for the permitted encumbrances and the rental of the Unit to Eligible Tenants as permitted by the terms of this Agreement and except as otherwise permitted in this Section 12, the Project Sponsor will not sell, transfer, lease, exchange, or mortgage the Project without the prior written consent of DHCD and the Municipality. Notwithstanding anything herein to the contrary, Weston Affordable Housing Foundation, Inc. shall have the right to mortgage the Premises at any time during Weston Affordable Housing Foundation, Inc.'s ownership of the Premises, and such mortgage shall have the protection and be subject to the limitations of Subsection 16(a) of this Agreement in the event of foreclosure. In addition, notwithstanding the foregoing, Weston Affordable Housing Foundation, Inc. shall have the right

to transfer the Premises to the Municipality, to a housing authority of the Municipality or to an affordable housing trust of the Municipality, upon notice to DHCD.

13. (a) The Project Sponsor represents, warrants, and agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Project Sponsor (subject to the approval of the lender(s) which has provided financing) will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with this Agreement.

(b) The Project Sponsor shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project or permit the use of the Unit for any purpose other than rental housing during the term of the Agreement unless required by law or unless DHCD and the Municipality consent.

14. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

15. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

DHCD:

Department of Housing and Community Development  
Attention: Local Initiative Program Director  
100 Cambridge Street, 3rd Floor  
Boston, MA 02114

Municipality:

Town of Weston  
Board of Selectmen  
P.O. Box 378  
Weston, MA 02493

Project Sponsor:

Weston Affordable Housing Foundation, Inc.  
Attention: Mary Shaw  
P.O. Box 171  
Weston, MA 02493

With a copy to:

Weston Affordable Housing Foundation, Inc.  
c/o H. Kenneth Fish  
19 Fairview Road  
Weston, MA 02493-1633

16. (a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c.184, § 26, 31, 32 and 33. This Agreement is made for the benefit of DHCD, and DHCD shall be deemed to be the holder of the affordable housing restriction created by this Agreement. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement, the rental restrictions, and other requirements provided herein shall be perpetual, provided however, that this Agreement shall terminate if the Project is acquired by foreclosure or by instrument in lieu of foreclosure of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other lender, provided that the holder of the mortgage gives DHCD and the Municipality not less than sixty (60) days prior written notice of the mortgagee's intention to foreclose upon the Project or to accept an instrument in lieu of foreclosure, except that this Agreement shall not terminate if such acquisition is part of an arrangement with the Project Sponsor or a related person or entity, a purpose of which is to terminate this Agreement and the restrictions set forth herein.

(b) The Project Sponsor intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Project Sponsor's successors in title, (ii) are not merely personal covenants of the Project Sponsor, and (iii) shall bind the Project Sponsor, its successors and assigns and inure to the benefit of DHCD and the Municipality and their successors and assigns for the term of the Agreement. Project Sponsor hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

17. The Project Sponsor and the Municipality each agree to submit any information, documents, or certifications requested by DHCD which DHCD shall reasonably deem necessary or appropriate to evidence the continuing compliance of the Project Sponsor and the Municipality with the terms of this Agreement.

18. (a) The Project Sponsor and the Municipality each covenant and agree to give DHCD written notice of any default, violation or breach of the obligations of the Project Sponsor or the Municipality hereunder (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If DHCD becomes



aware of a default, violation, or breach of obligations of the Project Sponsor or the Municipality hereunder without receiving a Default Notice from Project Sponsor or the Municipality, DHCD shall give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "DHCD Default Notice"). If any such default, violation, or breach is not cured to the satisfaction of DHCD within thirty (30) days after the giving of the Default Notice by the Project Sponsor or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the DHCD Default Notice (or if the default would require more than thirty days to cure, then such additional time as may reasonably be required, provided that the defaulting party diligently commences such cure and pursues such cure to completion), then at DHCD's option, and without further notice, DHCD may either terminate this Agreement, or DHCD may apply to any state or federal court for specific performance of this Agreement, or DHCD may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement.


(b) If DHCD elects to terminate this Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this Section 18, then the Unit at the Project which has been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed low and moderate income housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory.

(c) The Project Sponsor acknowledges that the primary purpose for requiring compliance by the Project Sponsor with the restrictions provided herein is to create and maintain long-term affordable rental housing, and by reason thereof the Project Sponsor agrees that DHCD or the Municipality shall be entitled for any breach of the provisions hereof, and in addition to all other remedies provided by law or in equity, to enforce the specific performance by the Project Sponsor of its obligations under this Agreement in a state court of competent jurisdiction. The Project Sponsor further specifically acknowledges that the beneficiaries of its obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder. In the event of a breach of this Agreement, the Project Sponsor shall reimburse DHCD for all reasonable costs and attorney's fees associated with such breach.

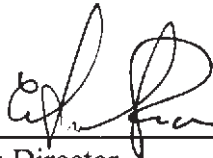
19. The Project Sponsor represents and warrants that there are no existing mortgagees of the Project, except the Existing Mortgage.

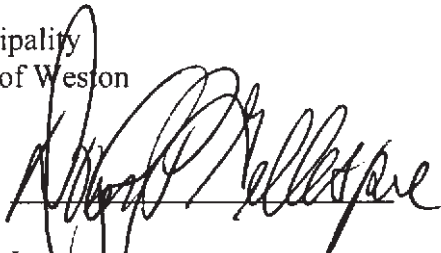
Executed as a sealed instrument as of the date first above written.

Project Sponsor  
Weston Affordable Housing Foundation, Inc.

By:   
H. Kenneth Fish  
Its President

Department of Housing and  
Community Development

By:   
Its Director

Municipality  
Town of Weston  
By:   
Its Board of Selectmen Chairman  
~~(Chief Executive Officer)~~

Attachments: Exhibit A - Legal Property Description  
Exhibit B - Rents for the Unit

State of New Hampshire  
COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Strafford, ss.

August, 2008

On this 7<sup>th</sup> day of August, 2008, before me, the undersigned notary public, personally appeared H. Kenneth Fish, proved to me through satisfactory evidence of identification, which were H. Kenneth Fish, to be the person whose name is signed on the preceding document, as President of Weston Affordable Housing Foundation, Inc., and acknowledged to me that he signed it voluntarily for its stated purpose.



Cynthia L. Leverone  
Notary Public  
Print Name: CYNTHIA LEVERONE  
My Commission Expires: SEPT 5, 2012

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK, ss.

October 24, 2008

On this 24<sup>th</sup> day of October, 2008, before me, the undersigned notary public, personally appeared Catherine Racar, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding document, as Associate Director for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Michelle O'Meara  
Notary public  
Print Name:  
My Commission Expires:



COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Middlesex, ss.

August, 2008

On this 26<sup>th</sup> day of August, 2008, before me, the undersigned notary public, personally appeared Douglas P. Gillespie, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding document, as Chair Board of Selectmen for the City/Town of Weston, and acknowledged to me that he/she signed it voluntarily for its stated purpose.



Lisbeth C. Zeytoonjian  
Notary Public  
Print Name: Lisbeth C. Zeytoonjian  
My Commission Expires: Sept. 7, 2012

EXHIBIT A

Re: 15 Jones Road  
(Project name)  
Weston, Massachusetts  
(City/Town)  
Weston Affordable Housing Foundation, Inc.  
(Project Sponsor)

Property Description

The Premises are comprised of Lot 1 and Lot 2.

Lot 1

Lot 5 on a plan entitled "Land in Weston of Ralph F. Jones and others, dated July, 1923", recorded with the Middlesex South Registry of Deeds in Book 325, Page 24, which lot is bounded and described as follows:

SOUTHERLY: by lot 6 as shown on said plan one hundred and seventeen (117) feet;  
WESTERLY: by land now or formerly of Ralph E. Jones seventy-five (75) feet;  
NORTHERLY: by lot 4 as shown on said plan one hundred and seventeen (117) feet; and  
EASTERLY: by the westerly line of a Private Way as shown on said plan seventy-five (75) feet.

Together with the right to pass and re-pass for all lawful purposes to and from Central Avenue (now known as Boston Post Road) over and upon a way twenty-five (25) feet in width marked on said plan as "Private Way".

Lot 2

Lot 6B on a plan entitled "Land in Weston belonging to Ralph F. Jones and others", by Charles H. Stimpson, Jr., Civil Engineer, dated June 29, 1936, recorded with the Middlesex South Registry of Deeds as Plan No. 591 of 1936 in Plan Book 6051, Page 370, which lot is bounded and described as follows:

EASTERLY: by a private way sometimes called Jones Road, thirty-seven and 50/100 (37.50) feet;  
SOUTHERLY: by Lot 6A as shown on said plan, one hundred and seventeen (117) feet;  
WESTERLY: by land now or formerly of Ralph S. Jones, thirty-seven and 50/100 (37.50) feet; and



NORTHERLY: by land now or formerly of Jeremiah Sliney, one hundred and seventeen feet (117) feet;

Containing 4,354 square feet.

Being the same premises conveyed to Weston Affordable Housing Foundation, Inc. by deed dated July 1, 2005, recorded with the Middlesex South Registry of Deeds on July 12, 2005 in Book 45591, Page 178.

EXHIBIT B

Re: 15 Jones Road  
(Project name)  
Weston, Massachusetts  
(City/Town)  
Weston Affordable Housing Foundation, Inc.  
(Project Sponsor)

Initial Maximum Rents and Utility Allowances for the Unit

	<u>Rents</u>	<u>Utility Allowances</u>
3 bedroom unit	\$18,348 annually (\$1,654 monthly)	\$125

The tenant of the Unit shall be responsible for utilities, and the Utility Allowance shall be credited toward monthly payments of rent.