



14

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 21st day of July, 2010 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* have been issued thereunder (the "Guidelines");

WHEREAS, the Project Sponsor intends to construct a rental housing development consisting of a single two-family house on a 80,237 square foot site at 23 Pine Street in the Municipality, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");

WHEREAS, such Project is to consist of a total number of two rental dwellings (each, a "Unit", and, collectively, the "Units"), which will be rented at rents specified in this Agreement to Eligible Tenants as specified in paragraph two of this Agreement;

WHEREAS, DHCD acts as Subsidizing Agency for the Development pursuant to the Regulations and Guidelines;

Record and Return to:
Mahmood Firouzbakht, Esq.
Nixon Peabody LLP
100 Summer Street
Boston, MA 02210

Property Address: 23 Pine Street, Weston, Middlesex County, Massachusetts

WHEREAS, the Project Sponsor has received a comprehensive permit (the "Comprehensive Permit") from the Zoning Board of Appeals for the Municipality in accordance with the Act, which Comprehensive Permit was filed on April 30, 2010, with the Middlesex South Registry of Deeds at Book 54619, Page 140.

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 agrees to construct the Project in accordance with all terms and conditions of the Comprehensive Permit. In addition, each Unit must contain complete living facilities, including but not limited to a stove, kitchen cabinets, plumbing fixtures, and washer/dryer hookup, all as more fully shown in the plans submitted in connection with the application for the Comprehensive Permit. Each Unit shall be a three bedroom unit with a minimum area of 1200 square feet.

During the term of this Agreement, the Project Sponsor agrees that the Project and each 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. Except to the extent that the Project is exempted from such compliance by the Comprehensive Permit, the Project must comply with all similar applicable local codes, ordinances, and by-laws.

2. (a) Throughout the term of this Agreement, each 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 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 such 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 each 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. In determining the maximum monthly rent that may be charged for a 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 a 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 a 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 for a Unit shall be subject to the provisions of the outstanding lease for such 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 such Unit.

(c) Throughout the term of this Agreement, the Project Sponsor shall annually determine whether the tenant of each 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 that tenant's 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 no more than one (1) year.

(d) The Project Sponsor shall enter into a written lease with each tenant of a Unit which shall be for a minimum period of one year and which provides that the tenant shall not be evicted for any reason other than a substantial breach of a material provision of such lease.

(e) Throughout the term of this Agreement, the Chief Executive Officer shall annually certify in writing to DHCD that each Unit continues to be in compliance with Section 2(c), above; and that the Project and each Unit have been maintained in a manner consistent with the Regulations and Guidelines and this Agreement.

3. Upon issuance of a building permit for the Project, the Project will be included in the Subsidized Housing Inventory, as that term is described in 760 CMR 56.03(2).

4. Each Unit will be deemed low and moderate income housing and continue to be included in the Subsidized Housing Inventory in accordance with 760 CMR 56.03(2) 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 are in default hereunder; (2) the Project and such Unit continue to comply with the Regulations and the Guidelines as the same may be amended from time to time; and (3) such Unit remains low and moderate income housing as provided in section 2(c), above.

5. Within one hundred eighty (180) days after Substantial Completion of the Project or, if later, within sixty (60) days of the date on which both Units are rented, the Project Sponsor shall complete and deliver to the Municipality and to DHCD the development pro forma submitted as part of the Local Initiative Program Application for Comprehensive Permit Projects (the OneStop Application pro forma, profit analysis, and cost analysis) documenting the actual development costs of and income from the Project, prepared and signed by the Chief

Financial Officer of the Project Sponsor. Substantial Completion shall be deemed to have occurred when construction of the Project is sufficiently complete so that the Units may be occupied and amenities may be used for their intended purpose, except for designated punch list items and seasonal work which does not interfere with the residential use of the Project.

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. Prior to marketing or otherwise making available for rental any of the Units, the Project Sponsor must obtain DHCD's approval of a marketing plan (the "Marketing Plan") for the Units. Such Marketing Plan must describe the tenant selection process for the Units and must set forth a plan for affirmative fair marketing of the Units to protected groups underrepresented in the Municipality, including provisions for a lottery as more particularly described in the Regulations and Guidelines. At the option of the Municipality, and provided that the 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 for one of the two Units, 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 (as that term is defined in the Regulations) 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 Units 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 last 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 Units, 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, creed, color, sex, age, handicap, marital status, national origin, sexual orientation, familial status, 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. Upon execution, the Project Sponsor shall immediately cause this Agreement and any amendments hereto to be recorded with the Registry of Deeds for the County where the Project is located or, if the Project consists in whole or in part of registered land, file this Agreement and any amendments hereto with the Registry District of the Land Court for the County where the Project is located (collectively hereinafter the "Registry of Deeds"), and the Project Sponsor shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Project Sponsor shall immediately transmit to DHCD and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration 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 paragraph 19, below). DHCD and the Municipality acknowledge that the permitted encumbrances include the matters identified in Exhibit A-1 attached hereto.

- (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 rental of the Units 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 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 a 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 Edward Coburn, President
25 Old 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 institutional 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. Notwithstanding the termination of this Agreement because of a foreclosure or the acceptance of an instrument in lieu of foreclosure as set forth in this section, if the Project is a Comprehensive Permit Project, the Project shall continue to be low or moderate income housing as defined in the Act in compliance with the Comprehensive Permit unless the Project is in compliance with other applicable zoning in effect upon such termination.

(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 enure 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 Units at the Project which have 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.

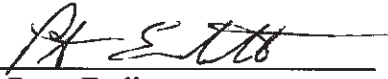
19. The Project Sponsor represents and warrants that there are no existing mortgagees of the Project.

[No Further Text; Signature Pages Follow]

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

Weston Affordable Housing Foundation, Inc.,
as Project Sponsor


By: 
Name: Edward Coburn
Title: President

By: 
Name: Peter Endicott
Title: Treasurer

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Middlesex ss. July 13, 2010


On this 13th day of July, 2010, before me, the undersigned notary public, personally appeared Edward Coburn, proved to me through satisfactory evidence of identification, which were MA DRIVERS LIC., 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.


Notary Public
Print Name: Robert A. Nolan
My Commission Expires: 3/22/13

COMMONWEALTH OF MASSACHUSETTS

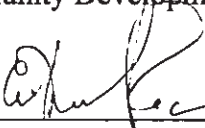
COUNTY OF Middlesex ss. July 13, 2010

On this 13th day of July, 2010, before me, the undersigned notary public, personally appeared Peter Endicott, proved to me through satisfactory evidence of identification, which were MA DRIVERS LIC., to be the person whose name is signed on the preceding document, as Treasurer of Weston Affordable Housing Foundation, Inc., and acknowledged to me that he signed it voluntarily for its stated purpose.


Notary Public
Print Name: Robert A. Nolan
My Commission Expires: 3/22/13

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

Department of Housing and
Community Development

By: 
Name: Catherine Racer
Title: Associate Director

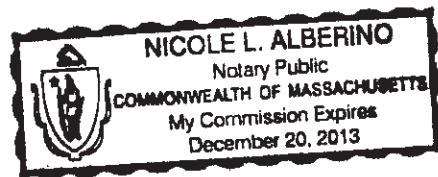
COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK, ss.

July 21, 2010

On this 21st day of July, 2010, before me, the undersigned notary public, personally appeared Catherine Racer, proved to me through satisfactory evidence of identification, which were my 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.

Nicole L. Alberino
Notary public
Print Name: Nicole L. Alberino
My Commission Expires: 12/20/2013



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

Town of Weston, by its Board of Selectmen

By: Steven L. Charlip

Selectman, duly authorized

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Middlesex, ss.

July 13, 2010

On this 13th day of July, 2010, before me, the undersigned notary public, personally appeared Steven L. Charlip, proved to me through satisfactory evidence of identification, which were personally known, to be the person whose name is signed on the preceding document, as Selectman Chair for the Town of Weston, and acknowledged to me that he/she signed it voluntarily for its stated purpose.



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

Attachments: Exhibit A - Legal Property Description
Exhibit A-1 - Permitted Encumbrances
Exhibit B - Rents for the Units

EXHIBIT A

Re: 23 Pine Street
(Project name)
Weston, Massachusetts
(City/Town)
Weston Affordable Housing Foundation, Inc.
(Project Sponsor)

Property Description

23 Pine Street, Weston, Massachusetts

The land, together with the buildings and improvements thereon, situated in Weston, shown as Lot 5 on a plan entitled "Compiled Plan of Land in Weston, Mass. Owned by Brenton H. Dickson III et. al. "dated June 10, 1977 and recorded with the Middlesex County South District Registry of Deeds as Plan No. 641 of 1977, Book 13222, Page 328, bounded and described as follows:

SOUTHEASTERLY	by Pine Street (1956 County Layout) by two lines measuring respectively ninety-five and 11/100 (95.11) feet and one hundred twenty-four and 89/100 (124.89) feet;
SOUTHWESTERLY	by Lot 6 as shown on said plan by two lines measuring respectively sixty-one and 00/100 (61.00) feet and three hundred thirty-two and 67/100 (332.67) feet;
NORTHWESTERLY	by land shown on said plan as of the Town of Weston by two lines measuring respectively forty-two and 32/100 (42.32) feet and one hundred eighty-two and 63/100 (182.63) feet; and
NORTHEASTERLY	by land shown on said plan as now or formerly of Arnold M. Soloway, three hundred forty-five and 16/100 (345.16) feet.

Containing 1.842 acres according to said plan.

The premises are subject to an easement set forth in a taking by the Commissioners of Middlesex County dated October 2, 1956 and recorded with said Deeds at Book 8842, Page 320 and a Certificate by said Commissioners dated April 5, 1957 and recorded with said Deeds at Book 8928, Page 92, insofar as the same are in force and effect.

EXHIBIT A-1
PERMITTED ENCUMBRANCES

Easement set forth in a taking by the Commissioners of Middlesex County dated October 2, 1956, recorded with Middlesex County Southern District Registry of Deeds (the "Registry") in Book 8842, Page 320 and Certificate by said Commissioners dated April 5, 1957 and recorded with said Registry in Book 8928, Page 92, to the extent that any or all of the same are still in force and effect.

Deed Restriction Agreement by and between Priscilla Dickson and Weston Affordable Housing Foundation, Inc. dated November 5, 2003 and recorded with said Registry in Book 41415, Page 304.

Comprehensive Permit under M.G.L. Ch. 40B issued by the Board of Appeals of the Town of Weston on February 23, 2010, notice of which is recorded with said Deeds in Book 54619, Page 140.

EXHIBIT B

Re: 23 Pine Street
(Project name)
Weston, Massachusetts
(City/Town)
Weston Affordable Housing Foundation, Inc.
(Project Sponsor)

Initial Maximum Rents and Utility Allowances for each Unit

3 bedroom unit	<u>Rents</u>
	Eighteen Thousand Three Hundred and Forty-Eight annually (\$18,348) (Based on a \$1529 monthly rent)
	<u>Utility Allowances</u>
	\$125 per month

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