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LOCAL INITIATIVE PROGRAM

REGULATORY AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS
FOR
RENTAL PROJECT
Local Action Units

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this 2nd day of March, 2011, 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 Lexington ("the Municipality"), and the Lexington Housing Assistance Board, Inc. ("LexHAB"), a non-profit corporation, having an address at 4 Militia Drive, Suite 3, Lexington, MA 02421, and its successors and assigns ("Project Sponsor").

454 Marrett Rd. Lexington

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 develop an affordable rental housing program, known as the *Scattered Site Rental Acquisition Program* (the "Program"), a separate Agreement shall be required for each unit included in the Program;

WHEREAS, as part of said Program, this Agreement is to cover a total number of one (1) rental dwelling (the "Unit"), located at 454 Marrett Road in the Municipality, consisting of 1186 livable square feet (the "Project"), more particularly described in Exhibit A attached hereto and made a part hereof, to be rented at a rent specified in this Agreement to Eligible Tenants as specified in paragraph two of this Agreement (the "Low and Moderate Income Units");

WHEREAS, the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Project Sponsor have made application to DHCD to certify that the units in the Project are Local Action Units (as that term is defined in the Guidelines) within the LIP Program; and

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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 plans and specifications approved by the Municipality and DHCD (the "Plans and Specifications In addition, all Low and Moderate Income Units to be constructed as part of the Project must be indistinguishable from other Units in the Project from the exterior (unless the Project has an approved "Alternative Development Plan" as set forth in the Guidelines , and 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 and Specifications.

_____ of the Low and Moderate Income Units shall be one bedroom units;
_____ of the Low and Moderate Income Units shall be two bedroom units;
1 of the Low and Moderate Income Units shall be three bedroom units; and,
_____ of the Low and Moderate Income Units shall be four bedroom units.

All Low and Moderate Income Units to be occupied by families must contain two or more bedrooms. Low and Moderate Income Units must have the following minimum areas:

studio units - 250 square feet
one bedroom units - 700 square feet
two bedroom units - 900 square feet
three bedroom units - 1200 square feet
four bedroom units - 1400 square feet

During the term of this Agreement, the Project Sponsor covenants, agrees, and warrants that the Project and each Low and Moderate Income Unit will remain suitable for occupancy and in compliance with all federal, state, and local health, safety, building, sanitary, environmental, and other laws, codes, rules, and regulations, including without limitation laws relating to the operation of adaptable and accessible housing for the handicapped. The Project must comply with all similar local codes, ordinances, and by-laws.

2. (a) Throughout the term of this Agreement, each Low and Moderate Income 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 the Low and Moderate Income 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; or an individual. The "Area" is defined as the Boston-Cambridge-Quincy MA-NH Metropolitan Statistical Area.

(b) The monthly rents charged to tenants of Low and Moderate Income Units 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 (the "Maximum Income"). In determining the maximum monthly rent that may be charged for a Low and Moderate Income 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 Low and Moderate Income Units 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 all Low and Moderate Income Units in the Project. Such schedule shall be subject to the approval of the Municipality and DHCD for compliance with the requirements of this Section. Rents for Low and Moderate Income Units 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 outstanding leases and shall not be implemented without at least 30 days' prior written notice by Project Sponsor to all affected tenants.

(c) Throughout the term of this Agreement, the Project Sponsor shall annually determine whether the tenant of each Low and Moderate Income Unit remains an Eligible Tenant. This determination shall be reviewed by the Municipality and certified to DHCD as provided in section 2(e), below. Any Low and Moderate Income Unit occupied by an Eligible Tenant at the commencement of occupancy shall be deemed a Low and Moderate Income 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. If the tenant's income exceeds 140% of the Maximum Income at the time of annual eligibility determination, his/her unit shall be deemed a Low and Moderate Income Unit until the then-current lease term expires, which lease term shall be one year. Upon vacation by prior tenant and if the Low and Moderate Income Unit is later rented to an Eligible Tenant, the Low and Moderate Income Unit will be included in the Subsidized Housing Inventory upon the Municipality's application to DHCD. A tenant who resides in a Low or Moderate Income Unit, who qualified as a Low or Moderate Income Tenant at the time of such tenant's initial occupancy at the Project and whose income exceeds one hundred and forty percent (140%) of the Maximum Income shall, from and after the expiration of the then-current term of such tenant's lease, no longer be treated as an income-eligible tenant and the Project Sponsor may charge the formerly Low or Moderate-Income Tenant a market rate for the dwelling unit.

(d) The Project Sponsor shall enter into a written lease with each tenant of a Low and Moderate Income 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 of the Low and Moderate Income Units continues to be Low and Moderate Income Unit as provided in section 2(c), above; and that the Project and the Low and Moderate Income Units have been maintained in a manner consistent with the Regulations and Guidelines and this Agreement.

3. The Project will be included in the Subsidized Housing Inventory upon the occurrence of one of the events described in 760 CMR 56.03(2). The Unit will be deemed low and moderate income housing to be included in the Subsidized Housing Inventory.

4. Units included in the Subsidized Housing Inventory 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 each of the Low and Moderate Income Units continue to comply with the Regulations and the Guidelines as the same may be amended from time to time; and (3) each Low and Moderate Income Unit remains a Low and Moderate Income Unit as provided in section 2(c), above.

5. Intentionally Omitted.

6. Intentionally Omitted.

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 Low and Moderate Income Units. Such Marketing Plan must describe the tenant selection process for the Low and Moderate Income Units and must set forth a plan for affirmative fair marketing of Low and Moderate Income 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 up to seventy percent (70%) of the Low and Moderate Income 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 (if any) 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 all Low and Moderate Income 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 Low and Moderate Income 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 Low and Moderate Income 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 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 non-profit corporation, duly organized under 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 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).
- (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 Units to Eligible Tenants as permitted by the terms of this Agreement, the Project Sponsor will not sell, transfer, lease, exchange, or mortgage the Project without the prior written consent of DHCD and the Municipality.

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 any residential rental Unit for any purpose other than rental housing during the term of the Agreement unless required by law.

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 Lexington
Attention: Planning Department
1625 Massachusetts Avenue
Lexington, MA 02420

Project Sponsor: The Lexington Housing Assistance Board
4 Militia Drive, Suite 3
Lexington, MA 02421

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.

(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 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, 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 Low and Moderate Income Units and any other 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 or any prospective, present, or former tenant 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 costs and attorney's fees associated with such breach.

19. The Project Sponsor represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed the Consent to Regulatory Agreement attached hereto and made a part hereof.

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

Project Sponsor

By: _____

its CHAIRMAN OF LEXHAB

Department of Housing and
Community Development

By: _____

its Associate Director

Municipality

By: _____

its Chairman, Board of Selectmen
(Chief Executive Officer)

Attachments: Exhibit A - Legal Property Description
Exhibit B - Rents for Low and Moderate Income Units

6-27-11

PROVED FOR RECORD
BY THE COURT

Edwin A. Williams Jr.
CLERK OF SUPERIOR COURT

- ① As to: Dept Housing + Community Development with Certificate of Counsel attached hereto.
- As to:
- ② Project Sponsors with Secretary's Certificate of V.A. attached hereto
- ③ As to Municipality with at least 3 of 5 members of Board of Selectmen; Town Clerk's Certificate re: Article B; and attached copy of Article B

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Middlesex, ss.

January 11, 2011

On this 11th day of January, 2011, before me, the undersigned notary public, personally appeared William C Flays, proved to me through satisfactory evidence of identification, which were DRIVERS LICENSE, to be the person whose name is signed on the preceding document, as Chairman of the LexHub [Project Sponsor], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

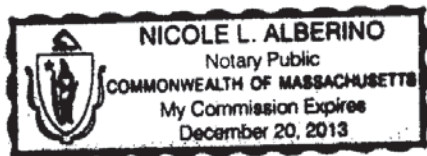
Lori Flugel Kaufman
Notary Public
Print Name: Lori Flugel Kaufman
My Commission Expires: May 10, 2013

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK, ss.

March 2, 2011

On this 2nd day of March, 2011, before me, the undersigned notary public, personally appeared Catherine Raver, 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

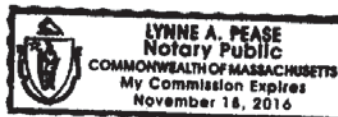
COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Middlesex, ss.

January 5, 2011

On this 5th day of January, 2011, before me, the undersigned notary public, personally appeared Hank Manz, 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 Chairman, BOS for the City/Town of Lexington, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Lynne A. Pease
Notary Public
Print Name:
My Commission Expires:



IN WITNESS WHEREOF, the Town of Lexington has caused its seal to be hereto affixed and these presents to be signed in its name and behalf by its Board of Selectmen, this 11th day of July, 2011.

[Signature]
[Signature]
Norman S. Cohen
[Signature]
Deborah N. Maupay
(A majority of the Board of Selectmen)

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS.

On this 11th day of July, 2011 before me, the undersigned notary public, personally appeared Lex Selectmen, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.

Lynne A. Pease
Notary Public

My Commission Expires: _____

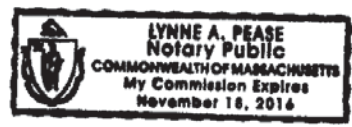


EXHIBIT A
PROPERTY DESCRIPTION

Re: 454 Marrett Road
(Project name)
Lexington
(City/Town)
LexHAB
(Project Sponsor)

454 MARRETT ROAD, LEXINGTON, MA

That certain parcel of land situate in Lexington, Middlesex County, Massachusetts, described as follows:

NORTHEASTERLY by Middle Street, eighty feet;
SOUTHEASTERLY by land now or formerly of Harry S. Kelsey, four hundred one and 80/100 feet;
SOUTHWESTERLY by Lot G as shown on plan hereinafter mentioned, forty-two and 01/100 feet; and
NORTHWESTERLY by Lot 72 on said plan, four hundred feet.

Said parcel is shown as Lot 71, Sheet 3, on said plan (Plan No. 6962C)

All of said boundaries are determined by the Court to be located as shown on a subdivision plan, as approved by the Court, filed in the Land Registration Office, a copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 126, Page 525 with Certificate No. 18937.

The above described land is subject to the restrictions set forth in Certificate 59691.

The above described land is subject to an order by the Town of Lexington for construction of sewer in Marrett Road and Assessment, Document 261325, (See Release of Assessment, Document No. 485666.)

For title see Certificate No. 245601, registered with the Middlesex South Land Registry in Book 01378, Page 138.

EXHIBIT B

Re: 454 Marrett Road
(Project name)
Lexington
(City/Town)
LexHAB
(Project Sponsor)

Initial Maximum Rents and Utility Allowances for Low and Moderate Income Units

Household Size	Maximum Household Income @ 60% AMI, Adjusted by Household Size	Maximum Monthly Rent*
1	\$38,580	\$964.50
2	\$44,100	\$1,102.50
3	\$49,620	\$1,240.50
4	\$55,080	\$1,377.00
5	\$59,520	\$1,488.00
6	\$63,900	\$1,597.50

* DOES NOT INCLUDE TENANT-FURNISHED UTILITY DEDUCTIONS. The tenant will be responsible for electricity and (oil) heat, the monthly allowances for which will be in accordance with the Lexington Housing Authority's published *Allowances for Tenant-Furnished Utilities and Other Services*, for a single-family home, currently dated 10/15/2010.

LexHAB will pay the water-sewer bill.



The Commonwealth of Massachusetts
**EXECUTIVE OFFICE OF
HOUSING & ECONOMIC DEVELOPMENT**
ONE ASHBURTON PLACE, ROOM 2101
BOSTON, MA 02108

DEVAL L. PATRICK
GOVERNOR

TIMOTHY P. MURRAY
LIEUTENANT GOVERNOR

DANIEL O'CONNELL
SECRETARY

TELEPHONE:
(617) 788-3610

FACSIMILE:
(617) 788-3605

May 1, 2007

Ms. Tina Brooks
32 Robinwood Avenue #4
Jamaica Plain, MA 02130

Dear Ms. Brooks:

This is to advise you that pursuant to Massachusetts General Laws chapter 23B, section 1, as amended by Chapter 19 of the Acts of 2007, you have been appointed as Undersecretary for Housing and Community Development, effective April 11, 2007, with all the powers and duties incident to such office.

This appointment is subject to your acceptance and subject to the laws of the Commonwealth of Massachusetts.

Sincerely,

A handwritten signature in dark ink, appearing to read "Da O'Connell".

Secretary Daniel O'Connell

cc: Secretary of State
State Ethics Commission
Comptroller
Department of Housing and Community Development
Governor's Appointments Office

THE COMMONWEALTH OF MASSACHUSETTS

I (name) do solemnly swear that I will bear true faith and allegiance to the Commonwealth of Massachusetts; and will support the constitution thereof - So help me God.

I (name) do solemnly swear and affirm, that I will faithfully and impartially discharge and perform all the duties incumbent on me as (TITLE)- according to the best of my abilities and understanding, agreeably, to the rules and regulations of the Constitution, and the laws of this Commonwealth - So help me God.

I (name) do solemnly swear that I will support the Constitution of the United States.

Signature Francena Brooks FRANCENA BROOKS Francena Brooks
(please sign and print or type name)

Title of Office Undersecretary of Housing and Community Development

Residence 121 Green St #303, Jamaica Plain MA 02130

Date of Appointment January 16, 2007

Date of Qualification May 8, 2007

Personally appeared the above signed who took and subscribed the Oaths prescribed by the Constitution of this Commonwealth and a law of the United States to qualify him to discharge the duties of the office to which he is appointed by Commission.

Commissioners to Qualify Public Officers

Before us: Rafi Goldberg Rafi Goldberg
(please sign and print or type name)

Robyn Kennedy Robyn Kennedy

****COMMISSIONERS TO QUALIFY** PLEASE NOTE****

Appointee should receive a copy of this certificate (Form 0) and the original should be forwarded to the:

Office of the Secretary of the Commonwealth, Room 1719 - Commissions Section,
McCormack Building,
One Ashburton Place, Boston, MA 02108



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**

Deval L. Patrick, Governor ♦ Timothy P. Murray, Lt. Governor ♦ Tina Brooks, Undersecretary

DELEGATION OF AUTHORITY

Effective as of this date I hereby delegate to Catherine Racer, Associate Director of the Division of Housing Development within the Department of Housing and Community Development, (the "Department"), or her designee, the authority to sign the following documents:

All closing documents pertaining to the Local Initiative Program, established pursuant to G.L. c.40B and 760 CMR 45.00, including but not limited to Regulatory Agreements, Eligible Purchaser Certificates, Certificates of Compliance, Mortgage Discharges and letters exercising the Department's rights of first refusal or similar rights of the Local Initiative Program and the Homeownership Opportunity Program, established pursuant to St. 1985, c.405 and 760 CMR 20.00.

This delegation is in full force and effect until rescinded in writing.

Executed as a sealed instrument this 8th day of Jan, 2008.

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT OF THE
COMMONWEALTH OF MASSACHUSETTS

By: Francena Brooks
Francena Brooks, Undersecretary

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

Jan 8, 2008

This 8th day of Jan 2008, before me, the undersigned Notary Public, personally appeared Francena Brooks and proved to me, through satisfactory evidence of identification, which was personal knowledge, that she is the person whose name is signed on the above document, and acknowledged to me that she signed it voluntarily for its stated purpose and that it is her free act and deed.

Caroline Lempert
Notary Public

My Commission Expires:

My Commission Expires
September 12, 2008

Secretary's Certificate of Votes

I, William C. Hays, do hereby certify that I am the duly elected, qualified and acting Secretary of Lexington Housing Assistance Board, Inc., a Massachusetts non-profit corporation (herein the "Corporation"), and that the following is a true, complete and accurate copy of certain votes duly adopted at a meeting of the Directors of the Corporation duly held on August 25, 2010 at which meeting a quorum of the members of the Board of Directors were present and acting throughout and at which meeting all of the present members of the Board of Directors unanimously duly adopted the following corporate votes:

VOTED: That the Corporation confirm the purchase of the following properties: Unit 142, Emerson Gardens Condominium and 454 Marrett Road, Lexington, Massachusetts (the "Premises");

VOTED: That the Corporation agree to Regulatory Agreements and Declaration of Restrictive Covenants for Rental Project and Grant Agreement ("Agreements and Restrictions"), limiting the Premises to use as affordable housing, with the intent that such Agreements and Restrictions be in form sufficient for purposes of qualifying to receive Community Preservation Act funding and otherwise agreeable to the Selectmen of the Town of Lexington;

VOTED: That, William C. Hays, the Chairman of the Board of Directors of the Corporation, be and hereby is authorized and directed, on behalf of and in the name of the Corporation to negotiate, enter into, execute and deliver said Agreements and Restrictions, in such form as he deems advisable, the execution and delivery of which shall be conclusive evidence that the same have been authorized and approved by the Board of Directors and that the action of said Chairman in executing such Affordable Housing Restriction is in all respects ratified, confirmed and approved.

I hereby certify that, as of the date hereof, William C. Hays, is the duly elected, qualified and acting Chairman of the Board of Directors of the Corporation and that the signature set forth opposite his name is his true and genuine signature.

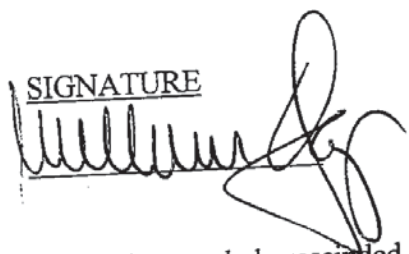
NAME

William C. Hays

OFFICE

Chairman of the Board
Of Directors

SIGNATURE




I hereby certify that the foregoing Votes have not been revoked, repealed, rescinded, revised, amended or otherwise modified and remain in full force and effect as of the date hereof.

I further certify that I am in charge of the corporate books of the Corporation, including the Charter, the By-Laws and minutes of all proceedings of its Board of Directors, that the foregoing

Votes are the only votes adopted by said Board of Directors relating to the matters referred to therein and that said Votes are in accordance with the Charter and By-Laws of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation this 12th day of September, 2010.



William C. Hays, Secretary

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS

9/12, 2010

Then personally appeared before me, the undersigned notary public, the above named William C. Hays, known to me to be the person whose name is signed on the preceding or attached document in my presence and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public: Patricia S. Nelson

My commission expires: 4/13/2012



TOWN CLERK'S CERTIFICATE

I, Donna M. Hooper, Clerk of the Town of Lexington, Massachusetts, hereby certify that at the adjourned session of the 2010 Annual Town Meeting held on April 7, April 14, April 28 and May 10, the following motion was adopted, as amended, under **ARTICLE 8**.

ARTICLE 8: APPROPRIATE THE FY 2011 COMMUNITY PRESERVATION COMMITTEE OPERATING BUDGET AND CPA PROJECTS

MOTION: That the Town hear and act on the report of the Community Preservation Committee on the FY2011 Community Preservation budget and, pursuant to the recommendations of the Community Preservation Committee, take the following actions:

That the Town reserve for appropriation the following amounts from estimated FY2011 receipts as recommended by the Community Preservation Committee

1. \$414,470 for the acquisition, creation and preservation of open space excluding land for recreational use;
2. \$2,214,839 for the acquisition, preservation, rehabilitation and restoration of historic resources;
3. \$1,083,840 for the creation, preservation and support of community housing; and
4. \$431,551 to the Unbudgeted Reserve.

And further, that the Town make appropriations from the Community Preservation Fund and other sources as follows:

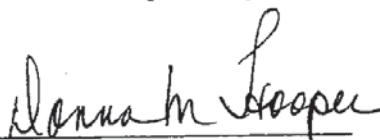
- a) *That \$320,000 be appropriated for the Minuteman Bikeway preservation and to meet this appropriation, \$160,000 be appropriated from the Open Space Reserve of the Community Preservation Fund, and \$160,000 be appropriated from the Unbudgeted Reserve of the Community Preservation Fund.*
- b) *That \$190,047 be appropriated from the Undesignated Fund Balance of the Community Preservation Fund for the Old Reservoir/Marrett Road Stormwater Mitigation and Preservation project.*
- c) *That \$875,173 be appropriated for the implementation phase of the Center Playfields preservation Drainage project, and to meet this appropriation, \$271,551 be appropriated from the Unbudgeted Reserve of the Community Preservation Fund and \$603,622 be appropriated from the Undesignated Fund Balance of the Community Preservation Fund.*
- d) *That \$386,129 be appropriated from the Community Housing Reserve of the Community Preservation Fund for the Greeley Village Siding Replacement.*
- e) *That \$10,000 be appropriated from the Community Housing Reserve of the Community Preservation Fund for a design study for the Vynebrook Village Drainage project.*
- f) *That \$695,000 be appropriated from the Community Housing Reserve of the Community Preservation Fund for the purchase of two affordable housing units.*
- g) *That \$150,000 be appropriated from the Historic Resources Reserve of the Community Preservation Fund for archive records management and conservation.*
- h) *That \$100,000 be appropriated from the Historic Resources Reserve of the Community Preservation Fund for the Cary Library Archives Preservation project.*

- i) That \$60,000 be appropriated from the Historic Resources Reserve of the Community Preservation Fund for the design phase of the Cary Memorial Building Venue Improvements.
- j) That \$25,000 be appropriated from the Historic Resources Reserve of the Community Preservation Fund for signage at the Cary Memorial Building.
- k) That \$234,534 be appropriated for remodeling, reconstructing and making extraordinary repairs to town-owned historic and other buildings, and that to meet this appropriation \$73,000 be appropriated from the Historic Resources Reserve of the Community Preservation Fund and that \$161,534 be raised in the tax levy.
- l) *\$1,825,000 be appropriated for remodeling, reconstructing and making extraordinary repairs to the Town Office Building, and that to meet this appropriation \$1,185,000 be appropriated from the Historic Resources Reserve of the Community Preservation Fund and the Treasurer, with the approval of the Board of Selectmen, is authorized to borrow \$640,000 under M.G.L. Chapter 44, Section 7 or any other enabling authority.*
- m) That \$35,000 be appropriated from the Historic Resources Reserve of the Community Preservation Fund for the HVAC Controls Upgrade project for the Cary Memorial Building/Town Office Building.
- n) That \$31,700 be appropriated from the Historic Resources Reserve of the Community Preservation Fund for the Police Station Ventilation System.
- o) That \$45,100 be appropriated from the Historic Resources Reserve of the Community Preservation Fund for the design phase of the Muzzey Senior Center Improvement project.
- p) That \$18,000 be appropriated from the Historic Resources Reserve of the Community Preservation Fund for a White House Historic Structures Report.
- q) That \$202,933 be appropriated from the Historic Resources Reserve of the Community Preservation Fund for the Stone Building Exterior Stabilization and Preservation project.
- r) That \$400,000 be appropriated from the Historic Resources Reserve of the Community Preservation Fund for Munroe Tavern Capital Improvements.
- s) That \$5,300 be appropriated from the Historic Resources Reserve of the Community Preservation Fund for supplemental funds for the Comprehensive Cultural Resources Survey.
- t) That \$25,000 be appropriated from the Historic Resources Reserve of the Community Preservation Fund for a Battle Green Master Plan.
- u) That \$2,562,100 be appropriated from the Undesignated Fund Balance of the Community Preservation Fund for the Busa Farm debt service.
- v) That \$150,000 be appropriated from *Undesignated Fund Balance* of the Community Preservation Fund to meet the administrative expenses and all other necessary proper expenses of the Community Preservation Committee for FY 2011.

8 parts 1-4 declared adopted April 27, 2010; 8 parts a-k, m-v declared adopted April 14, 2010
 8 part 'l' Declared adopted with 115 in favor and 46 in opposition, April 28, 2010
 8 parts 2 & 4, parts a,c,d declared adopted May 10, 2010

A true copy.

Attest:


 Donna M. Hooper, Town Clerk



TOWN CLERK
LEXINGTON, MA

- q) Stone Building Exterior Stabilization - \$202,933.
- r) Munroe Tavern Capital Improvements - \$400,000.
- s) Comprehensive Cultural Resources Survey -- Supplemental Appropriation - \$5,300.
- t) Battle Green Master Plan Study - \$25,000.
- u) Busa Farm Debt Service - TBD
- v) Administrative Budget - \$150,000.

DESCRIPTION: This article requests that Community Preservation Funds and other funds, as necessary, be appropriated for the projects recommended by the Community Preservation Committee and for administrative costs.

ARTICLE 9

LAND PURCHASE - OFF MARRETT ROAD

To see if the Town will vote to authorize the Conservation Commission to purchase or otherwise acquire, and authorize the Selectmen to take by eminent domain, upon the written request of the Section 8C of Chapter 40 of the Massachusetts General Laws, as amended, any fee, easement, or conservation restriction as defined in Section 31 of Chapter 184 of the Massachusetts General Laws, or other interest in all or any part of land shown as lots 90B and 60B on Assessors' Property Map 31, now or formerly of Cataldo; and appropriate a sum of money therefor and determine whether the money shall be provided by the tax levy, by transfer from available funds, including the Community Preservation Fund, or by borrowing, or by any combination of these methods; or act in any other manner in relation thereto.

(Inserted by the Board of Selectmen at the Request of the Community Preservation Committee)

FUNDS REQUESTED: unknown at press time

DESCRIPTION: This article requests Community Preservation funds to purchase open land off Marrett Road adjacent to currently owned Town land.

ARTICLE 10

LAND PURCHASE - OFF FARM ROAD

To see if the Town will vote to authorize the Board of Selectmen to purchase, take by eminent domain, or otherwise acquire for open space, community housing and/or recreation purposes any fee, easement, or conservation restriction as defined in Section 31 of Chapter 184 of the Massachusetts General Laws, or other interest in all or any part of land shown as lots 204, 191 and 192 on Assessors' Property Map 20, now or formerly of Silk Fields, LLC; and appropriate a sum of money therefor and determine whether the money shall be provided by the tax levy, by transfer from available funds, including the Community Preservation Fund, or by borrowing, or by any combination of these methods; or act in any other manner in relation thereto.

(Inserted by the Board of Selectmen at the Request of the Community Preservation Committee)

FUNDS REQUESTED: unknown at press time

DESCRIPTION: This article requests Community Preservation funds to purchase open land off Farm Road adjacent to currently owned Town land.



Commonwealth of Massachusetts
DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT

Deval L. Patrick, Governor ♦ Timothy P. Murray, Lt. Governor ♦ Tina Brooks, Undersecretary

CERTIFICATE OF COUNSEL

The attached is a true copy of:

- (1) The appointment of Francena Brooks to be Undersecretary for Housing and Community Development. This appointment remains in full force and effect.
- (2) The delegation of signatory authority to Catherine Racer to execute all closing documents pertaining to the Local Initiative Program. This signature delegation remains in full force and effect.

Annie Rotner
Counsel
Department of Housing and Community Development

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss

May 25, 2011

On this 25th day of May, 2011, before me, the undersigned notary public, personally appeared Annie Rotner, proved to me through satisfactory evidence of identification, which was that she is personally known to me, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My commission expires:

**My Commission
Expires August 27, 2015**

with 9/6/15
1369
4-4-15

①

Doc 01570955

Southern Middlesex Land Court
Registry District

RECEIVED FOR REGISTRATION

On: Jul 15, 2011 at 10:27A

Document Fee 75.00

Receipt Total: \$75.00

NOTED ON: CERT 245601 OK 01378 PG 138

ALSO NOTED ON:

Patricia Nelson
NAME (781) 803-2201
STREET ADDRESS
CITY OR TOWN