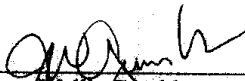


Certificate of Approval
Affordable Housing Restriction
G.L. c. 184, § 32

The undersigned Director of the Massachusetts Department of Housing and Community Development hereby certifies that the foregoing regulatory agreement by and among the Massachusetts Housing Finance Agency, the Town of Sudbury, and Carriage Lane LLC with attached deed rider is hereby declared to be in the public interest and is approved as an Affordable Housing Restriction pursuant to the provisions of Massachusetts General Laws chapter 184, section 32.

February 3, 2003.

COMMONWEALTH OF MASSACHUSETTS

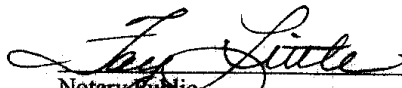
By: 
Jane Wallis Gumble
Director, Department of Housing and Community Development

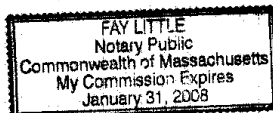
Commonwealth of Massachusetts

Suffolk, ss.

February 3, 2003

Then personally appeared before me the above-named Jane Wallis Gumble, Director of the Department of Housing and Community Development, and acknowledged the foregoing to be her free act and deed and the free act and deed of the Department of Housing and Community Development.


Notary Public
My commission expires:



MASSACHUSETTS HOUSING FINANCE AGENCY
Housing Starts Program

REGULATORY AGREEMENT

This Regulatory Agreement (this "Agreement") is made this 28th day of January 2003, by and among the Massachusetts Housing Finance Agency ("MassHousing"), the Town of Sudbury ("the Municipality"), and Carriage Lane LLC, a Massachusetts limited liability company, having an address at 729 Boston Post Road, Sudbury, Massachusetts 01776 and its successors and assigns ("Developer").

RECITALS

WHEREAS, the Developer intends to construct a housing development known as Carriage Lane at an approximately 2.43-acre site located at 717-729 Boston Post Road in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project"); and

WHEREAS, the Project is being financed with a \$3,000,000 construction loan (the "MassHousing Loan") under MassHousing's affordable housing program known as the Housing Starts Program and the guidelines adopted by MassHousing's Homeownership Division in connection therewith (the "Program Guidelines"); and

WHEREAS, the Developer has received a comprehensive permit (the "Comprehensive Permit") from the Zoning Board of Appeals of the Municipality in accordance with Chapter 40B, Sections 20-23, of the Massachusetts General Laws (the "Act"), which permit is recorded at the Middlesex County Registry District of Land Court ("Land Court") as Document No. 1214433; and

WHEREAS, pursuant to the Comprehensive Permit, the Program Guidelines and the Construction Loan Agreement between MassHousing and the Developer of even date herewith relating to the MassHousing Loan (the "Loan Agreement"), the Project is to consist of a total of 16 condominium units, of which twenty-five percent (4 units) (the "Affordable Units") will be sold at prices specified in this Agreement to Eligible Purchasers (as defined herein) and will be subject to this Agreement; and

WHEREAS, the Developer has agreed to retain Citizens' Housing and Planning Association, Inc. (the "Monitoring Agent") to perform monitoring and enforcement services regarding compliance of the Project with the Comprehensive Permit, the Program Guidelines and the Loan Agreement.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are

hereby acknowledged, MassHousing, the Municipality, and the Developer hereby agree as follows:

1. Definitions. The following terms shall have the meanings set forth below:

Area means the Primary Metropolitan Statistical Area which includes the Municipality.

Chief Elected Official means in the case of a city, the Mayor of such city, and in the case of a town, the Board of Selectmen of such town, including any person designated and duly authorized to act on behalf of the Mayor or Board of Selectmen.

Deed Rider means the deed rider in the form attached hereto as Exhibit C and fully incorporated herein by reference to be attached to each deed of each Affordable Unit as provided in Section 5 hereof.

"DHCD" means The Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development.

Discount Rate means the percentage of the appraised fair market value of the Affordable Unit which the Eligible Purchaser is paying as consideration for the Affordable Unit, and which will be multiplied by the appraised fair market value of the Affordable Unit at the time of each resale or other transfer of the Affordable Unit by the Eligible Purchaser to determine the Maximum Resale Price.

Discount Rate Certificate means the certificate in recordable form issued by MassHousing which sets forth the Discount Rate to be applied on the sale, resale or other transfer of each Affordable Unit, according to the terms of the Deed Rider for such unit, for so long as the restrictions set forth in this Agreement continue.

Eligible Purchaser means an individual(s) or family who qualifies as a First-Time Homebuyer earning no more than eighty percent (80%) of median income for the Area as published from time to time by the United States Department of Housing and Urban Development ("HUD"). If HUD discontinues publication of median income statistics, then the Municipality shall designate another measure of eligible income. To be considered an Eligible Purchaser, the individual(s) or family must intend to occupy the Property as his, her or their principal residence and must provide to the Municipality and to the Monitoring Agent such income certifications as the Municipality and the Monitoring Agent may require to justify designation as an Eligible Purchaser.

Eligible Purchaser Certificate shall have the meaning set forth in Section 5(a) hereof.

First-Time Homebuyer means an individual(s) or family of low or moderate income, none of whom have had an ownership interest in a principal residence at any time during the three (3)- year period prior to the purchase date of the Affordable Unit.

Maximum Resale Price means the appraised fair market value of the Affordable Unit determined without regard to any restrictions contained in this Deed Rider and prepared by a real estate appraiser acceptable to the Municipality and qualified to appraise property for secondary mortgage markets and recognized as utilizing acceptable professional appraisal standards in Massachusetts, multiplied by the Discount Rate. The initial sale price for each Affordable Unit for the first sale of such unit from the Developer to an Eligible Purchaser shall be the maximum price affordable to a buyer earning up to seventy percent (70%) of median income of the Area as published from time to time by HUD, as determined by MassHousing based on standard underwriting criteria with a maximum debt to income ratio of thirty percent (30%).

Monitoring Agent means Citizens' Housing Planning Association, Inc., as monitoring agent under the Monitoring Services Agreement.

Monitoring Services Agreement means the Monitoring Services Agreement dated January 28th, 2003, between the Developer and the Monitoring Agent.

Municipal Compliance Certificate shall have the meaning set forth in Section 5(a) hereof.

Project means the 16-unit development located at 717-729 Boston Post Road in the Municipality, which, pursuant to the terms of the Comprehensive Permit and the Program, includes four (4) units of affordable housing.

Total Development Costs means the total costs of the Project as set forth on the approved Certified Cost and Income Statement described in Section 6 hereof.

2. Construction Obligations. The Developer agrees to construct the Project in accordance with plans and specifications approved by MassHousing (the "Plans and Specifications") and in accordance with all terms and conditions of the Comprehensive Permit and the Loan Agreement. All Affordable Units to be constructed as part of the Project must be similar in exterior appearance to other units in the Project and shall be evenly dispersed throughout the Project. In addition, all Affordable Units 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. The Project must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for the handicapped. Except to the extent that the Project is exempted from such compliance by the Comprehensive Permit, the Project must also comply with all applicable local codes, ordinances and by-laws.

3. Maximum Sales Price. Each Affordable Unit will be sold by the Developer for no more than the Maximum Sales Price set forth in Exhibit B attached hereto and incorporated herein by reference to an Eligible Purchaser. MassHousing shall determine the appropriate Discount Rate for each Affordable Unit and shall issue the

Discount Rate Certificate to the Developer. The Developer shall record the Discount Rate Certificate with the first deed of each Affordable Unit. The Discount Rate set forth in the Discount Rate Certificate shall apply to each subsequent resale of the Affordable Unit.

4. Subsidized Housing Inventory. The units in the Project designated on the Plans and Specifications and the Comprehensive Permit as Affordable Units shall be included in the Subsidized Housing Inventory as that term is described in 760 CMR 31.04(1) in accordance with rules and regulations issued by DHCD, as amended from time to time.

5. Deed Riders: Affordability Requirement. (a) At the time of sale of each Affordable Unit by the Developer, the Developer shall execute and shall as a condition of the sale cause the purchaser of the Affordable Unit to execute a Deed Rider in the form of Exhibit C attached hereto and fully incorporated herein. Such Deed Rider shall be attached to and made a part of the deed from the Developer to the initial purchaser of the Affordable Unit (the "Unit Purchaser"). Each such Deed Rider shall require the Unit Purchaser at the time he desires to sell the Affordable Unit to offer the Affordable Unit to the Municipality at a discounted purchase price more particularly described therein. The Municipality shall have the option upon terms more particularly described in the Deed Rider to either purchase the Affordable Unit or to find an Eligible Purchaser.

(b) The Deed Rider shall require the seller and the Eligible Purchaser to execute at the time of resale a similar Deed Rider which will be attached and made a part of the deed to the Eligible Purchaser, so that the affordability of the Affordable Unit will be preserved each time that subsequent resales of the Affordable Unit occur. (The various requirements and restrictions regarding resale of an Affordable Unit contained in the Deed Rider are hereinafter referred to as the "Resale Restrictions").

(c) If, upon the initial resale or any subsequent resale of an Affordable Unit, the Municipality is unable to find an Eligible Purchaser for the Affordable Unit and the Municipality elects not to exercise its right to purchase the Affordable Unit, the then-current owner of the Affordable Unit shall have the right to sell the Affordable Unit, subject to the conditions contained in the Deed Rider, to any person, regardless of his income but at no less than the Maximum Resale Price, free of any future Resale Restrictions, provided that the difference between the actual resale price and the discounted purchase price for which the Municipality or an Eligible Purchaser could have purchased the Affordable Unit (the "Windfall Amount") shall be paid by the then-current owner of the Affordable Unit to the Municipality. The Municipality agrees that all sums constituting Windfall Amounts from the sale of Affordable Units shall be deposited in the Municipality's Affordable Housing Fund (as that term is hereinafter defined).

(d) The Municipality agrees that, in the event the Municipality purchases an Affordable Unit pursuant to its right to do so contained in the Deed Rider then in effect with respect to such Affordable Unit, the Municipality shall within twelve (12) months of its acceptance of a deed of such Affordable Unit, either (i) sell the Affordable Unit to an

Eligible Purchaser at the same price for which it purchased the Affordable Unit plus any expenses incurred by the Municipality during its period of ownership (including reasonable costs of locating an Eligible Purchaser and reasonable costs of sale to such Eligible Purchaser), subject to the Deed Rider, and the recording of an Eligible Purchaser Certificate satisfactory in form and substance to the Monitoring Agent, or (ii) rent the Affordable Unit to a person who qualifies as an Eligible Purchaser upon terms and conditions applicable to low- or moderate-income rental units under the MassHousing Enabling Act. If the Municipality fails to sell or rent the Affordable Unit as provided herein within said twelve (12)-month period, or if at any time after the initial rental of the Affordable Unit by the Municipality as provided herein the Affordable Unit becomes vacant and remains vacant for more than ninety (90) days, then such Affordable Unit may cease to be counted as a Subsidized Housing Unit, and may no longer be included in the Subsidized Housing Inventory, if so required by the rules and regulations issued by DHCD then in effect.

6. Limited Dividend Requirement. (a) Developer agrees that the aggregate profit from the Project which shall be payable to Developer or to the partners, shareholders or other owners of Developer or the Project shall not exceed twenty percent (20%) of Total Development Costs of the Project (the "Allowable Profit"), which development costs have been approved by the Monitoring Agent on behalf of MassHousing pursuant to the Monitoring Services Agreement.

(b) Upon issuance of a final Certificate of Occupancy for the Project or upon the issuance of final Certificates of Occupancy for all of the Units, the Developer shall deliver to the Monitoring Agent an itemized statement of total development costs together with a statement of gross income from the Project received by the Developer to date in form satisfactory to the Monitoring Agent (the "Certified Cost and Income Statement") prepared and certified by a certified public accountant satisfactory to the Monitoring Agent. If all Units at the Project have not been sold as of the date the Certified Cost and Income Statement is delivered to the Monitoring Agent, the Developer shall at least once every ninety (90) days thereafter until such time as all of the Units are sold, deliver to the Monitoring Agent an updated Certified Cost and Income Statement.

(c) If any Unit is sold prior to the date the initial Certified Cost and Income Statement is approved by the Monitoring Agent, the Developer's profit on each such sale shall be determined as follows:

- (i) Total Development Costs shall be presumed to be the costs set forth on the Sources and Uses of Funds attached to the construction loan agreement for the MassHousing Loan, as updated with the approval of the Monitoring Agent through the date of such sale (the "Interim Total Development Costs").
- (ii) Allowable Profit at the time of each such sale shall not exceed twenty percent (20%) of Interim Total Development Costs (the "Interim Allowable Profit").

- (iii) The Developer's profit on each such sale shall not exceed the Interim Allowable Profit multiplied by a fraction, the numerator of which is one and the denominator of which is the total number of Units in the Project (the "Interim Allowable Profit per Unit"); provided that, if the Developer's profit on any previous sale has been less than the Interim Allowable Profit per Unit at the time of such sale (the "Credit Amount"), the Developer is entitled to increase its Interim Allowable Profit per Unit on the current sale by the Credit Amount.
- (iv) All profits from the sales of such Units in excess of the Interim Allowable Profit per Unit (calculated on a cumulative basis as provided in subsection (iii) above) shall be held by the Monitoring Agent pending approval of the initial Certified Cost and Income Statement. Thereafter, the provisions of subsection (d) shall apply.

(d) All profits from the Project in excess of the Allowable Profit (the "Excess Profit") shall be paid by the Developer to the Municipality. The Municipality agrees that all amounts constituting Excess Profit shall be deposited in the Affordable Housing Fund (as hereinafter defined).

(e) Notwithstanding the foregoing, for so long as the MassHousing Loan is outstanding, MassHousing shall have the sole right to approve the Certified Cost and Income Statement and to determine the Allowable Profit. For so long as the Developer complies with the requirements of this Section 6, the Developer shall be deemed to be a limited dividend organization within the meaning of the Act.

7. Affordable Housing Fund. The Municipality agrees that upon the receipt by the Municipality of any Windfall Amount, Excess Profit, or any amount paid to the Municipality pursuant to the provisions of Sections 3, 4 and 7 of the Deed Rider (the "Additional Windfall Amounts"), the Municipality shall deposit any and all such Windfall Amounts, Excess Profit, or Additional Windfall Amounts into an interest bearing account established with an institutional lender (the "Affordable Housing Fund"). Sums from the Affordable Housing Fund shall be expended from time to time by the Municipality for the purpose of reducing the cost of Affordable Units to Eligible Purchasers upon resale or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for persons and families who qualify as Eligible Purchasers elsewhere in the Municipality.

8. Marketing Plan. Prior to marketing or otherwise making available for sale any of the Units, the Developer must obtain MassHousing's approval of a marketing plan (the "Marketing Plan") for the Affordable Units. Such Marketing Plan must describe the buyer selection process for the Affordable Units, including any lottery or similar procedure for choosing among Eligible Purchasers, and must comply with the Memorandum of Understanding executed by the Developer in connection with the application for the MassHousing Loan regarding affirmative marketing of Affordable Units to minority households. At the option of the Municipality, the Marketing Plan may

also include a preference for local residents for up to seventy percent (70%) of the Affordable Units. When submitted to MassHousing for approval, the Marketing Plan should be accompanied by a letter from the Chief Elected Official of the Municipality which states that the buyer 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. All costs of carrying out the Marketing Plan shall be paid by the Developer. A failure to comply with the Marketing Plan by the Developer or by the Municipality shall be deemed to be a default of this Agreement. The Developer agrees to maintain for at least five years following the sale of the last Affordable Unit, a record of all newspaper ads, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by MassHousing which may be inspected at any time by MassHousing. The Developer and the Municipality agree that if at any time prior to or during the process of marketing the Affordable Units, MassHousing determines that the Developer, 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, the Developer or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by MassHousing.

9. No Discrimination. Neither the Developer nor the Municipality shall discriminate on the basis of race, creed, color, sex, age, handicap, marital status, national origin, or any other basis prohibited by law in the selection of buyers for the Units; and the Developer shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

10. Monitoring Agent. The Developer shall retain the Monitoring Agent for purposes of monitoring the Developer's performance under this Agreement pursuant to an agreement acceptable to the Monitoring Agent and MassHousing. All notices and reports required to be submitted under this Agreement shall be submitted simultaneously to the party specified to receive the notices and reports hereunder and to the Monitoring Agent.

11. Compliance. The Developer agrees to comply and to cause the Project to comply with all requirements of the Comprehensive Permit and all other applicable laws, rules, regulations, and executive orders. MassHousing (for so long as the MassHousing Loan is outstanding), the Monitoring Agent and the Chief Elected Official of the Municipality (from the date hereof through the date which is five (5) years after the Developer has sold the last unit in the Project) shall have access during normal business hours to all books and records of the Developer and the Project in order to monitor the Developer's compliance with the terms of this Agreement.

12. Recording. Upon execution, the Developer shall immediately cause this Agreement and any amendments hereto to be recorded or filed with the Land Court, and the Developer shall pay all fees and charges incurred in connection therewith. Upon

recording or filing, as applicable, the Developer shall immediately transmit to MassHousing and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

13. Developer's Representations, Covenants and Warranties. The Developer hereby represents, covenants and warrants as follows:

- (a) The Developer (i) is a Massachusetts limited liability company 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 Developer (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 Developer 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 Developer 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, the Loan Agreement and any other documents executed in connection with the MassHousing Loan, or other encumbrances permitted by MassHousing).
- (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 Developer, 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.

14. Restrictions on Transfers and Junior Encumbrances. Except for sales of Units to homebuyers as permitted by the terms of this Agreement, Developer will not sell, transfer, lease, exchange or mortgage the Project without the prior written consent of the Municipality and (for so long as the MassHousing Loan is outstanding) MassHousing.

15. Casualty. Until such time as decisions regarding repair of damage due to fire or other casualty, or restoration after taking by eminent domain, shall be made by a

condominium association or trust not controlled by the Developer (or if the Project consists of detached dwellings, by homebuyers), Developer agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Developer 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 the terms of this Agreement, subject to the approval of MassHousing (for so long as the MassHousing Loan is outstanding).

16. Governing Law. 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.

17. Notices. 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:

MassHousing:

Massachusetts Housing Finance Agency
One Beacon Street
Boston, MA 02108
Attention: General Counsel

Municipality:

Town of Sudbury
288 Old Sudbury Road
Sudbury, Massachusetts 01776
Attention: Town Manager

Developer:

Carriage Lane LLC
729 Boston Post Road
Sudbury, Massachusetts 01776
Attention: Alan J. Marrone

Monitoring Agent:

Citizens Housing and Planning Association, Inc.
18 Tremont Street
Boston, Massachusetts 02108
Attention: Executive Director

18. Term. (a) The term of this Agreement shall continue until the later to occur of (i) the date the Developer has sold all of the Affordable Units subject to the Deed Rider containing the Resale Restrictions in accordance with this Agreement and the Monitoring Agent and MassHousing have determined that the Developer has complied with the limited dividend requirement contained in Section 9 hereof, or (ii) the date the MassHousing Loan has been paid in full.

(b) The Developer intends, declares and covenants on behalf of itself and its successors and assigns that this Agreement and the covenants, agreements and restrictions contained herein (i) shall be and are covenants running with the land, encumbering the Project for the term of this Agreement as provided in subsection (a) of this Section 18, and are binding upon the Developer's successors in title, (ii) are not merely personal covenants of the Developer, and (iii) shall bind the Developer, its successors and assigns and enure to the benefit of MassHousing and the Municipality and their successors and assigns for the term of the Agreement. Developer 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.

(c) The Resale Restrictions contained in each of the Deed Riders which are to encumber each of the Affordable Units at the Project pursuant to the requirements of this Agreement shall constitute an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws which has the benefit of Section 32 of said Chapter 184 such that the restrictions contained herein shall not be limited in duration by any rule or operation of law. Such Resale Restrictions shall be for the benefit of the Municipality and the Municipality shall be deemed to be the holder of the affordable housing restriction created by the Resale Restrictions in each of the Deed Riders. The Municipality has determined that the acquiring of such affordable housing restriction is in the public interest. By acknowledging this Agreement, the Director of the Department of Housing and Community Development hereby approves such Resale Restrictions in each of the Deed Riders for the Affordable Units as required by the provisions of Section 32 of said Chapter 184 such that the restrictions contained herein shall not be limited in duration by any rule or operation of law.

19. Further Information. The Developer and the Municipality each agree to submit any information, documents or certifications requested by the Monitoring Agent which the Monitoring Agent shall deem necessary or appropriate to evidence the

continuing compliance of the Developer and the Municipality with the terms of this Agreement.

20. Defaults; Remedies. (a) The Developer and the Municipality each covenant and agree to give MassHousing written notice of any default, violation or breach of the obligations of the Developer 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 MassHousing becomes aware of a default, violation, or breach of obligations of the Developer or the Municipality hereunder without receiving a Default Notice from Developer or the Municipality, MassHousing 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 "MassHousing Default Notice"). If any such default, violation, or breach is not cured to the satisfaction of MassHousing within thirty (30) days after the giving of the Default notice by the Developer or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the MassHousing Default Notice, then at MassHousing's option, and without further notice, MassHousing may either terminate this Agreement, or MassHousing may apply to any state or federal court for specific performance of this Agreement, or MassHousing 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 MassHousing 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 20, then the Affordable 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 Affordable Housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory, if so required by DHCD rules and regulations then in effect.

21. Enforcement Services. In the event of serious or repeated violations of the substantive or reporting requirements of this Agreement or a failure by the Developer to take appropriate actions to cure a default under this Agreement, the Municipality or the Monitoring Agent (with the prior consent of the Municipality) shall have the right to take appropriate enforcement action against the Developer, including, without limitation, legal action to compel the Developer to comply with the requirements of this Agreement. Notwithstanding anything herein to the contrary, for so long as the MassHousing Loan is outstanding, neither the Municipality nor the Monitoring Agent shall take any enforcement action against the Developer without the prior consent of MassHousing. The Developer shall pay all reasonable fees and expenses (including reasonable legal fees) of the Monitoring Agent in the event enforcement action is taken against the Developer hereunder. The Developer hereby grants to the Monitoring Agent and the Municipality a lien on the Project, junior to the lien securing the MassHousing Loan, to secure payment of such fees and expenses. The Monitoring Agent and the Municipality shall be entitled to seek recovery of its fees and expenses incurred in enforcing this Agreement against the Developer and to assert a lien on the Project to secure payment by the Developer of such fees and expenses. The Monitoring Agent and the Municipality

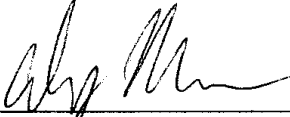
may perfect a lien on the Project by recording/filing one or more certificates setting forth the amount of the costs and expenses due and owing in the Land Court. A purchaser of the Project or any portion of the Project shall be liable for the payment of any unpaid costs and expenses which were the subject of a recorded/filed certificate prior to the purchaser's acquisition of the Project or any portion thereof.

22. Intent and Effect. The terms and conditions of this Agreement have been freely accepted by the parties. The provisions and restrictions contained therein exist to further the mutual purposes and goals of MassHousing, the Municipality and the Developer set forth herein to create and preserve access to land and to decent and affordable homeownership opportunities for eligible families who are often denied such opportunities for lack of financial resources.

[Balance of Page Intentionally Left Blank]

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

CARRIAGE LANE LLC,
a Massachusetts limited liability company

By: 
Name: Alan J. Marrone
Title: Manager

(CFB)

MASSACHUSETTS HOUSING FINANCE
AGENCY

By: 
Laurie R. Wallach, General Counsel

TOWN OF SUDBURY

By: _____
Name: Maureen Valente
Title: Town Manager

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

CARRIAGE LANE LLC,
a Massachusetts limited liability company

By: _____
Name: Alan J. Marrone
Title: Manager

MASSACHUSETTS HOUSING FINANCE
AGENCY

By: _____
Laurie R. Wallach, General Counsel

TOWN OF SUDBURY

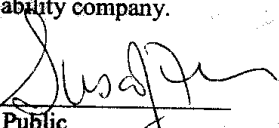
By: 
Name: Maureen Valente
Title: Town Manager

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

January 28, 2003

Then personally appeared before me the above-named Alan J. Marrone, as Manager of the Carriage Lane LLC and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said limited liability company.



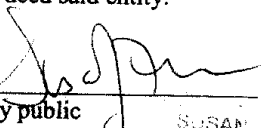
Notary Public
My Commission Expires: SUSAN J. FLYNN
Notary Public
My Commission Expires
April 1, 2005

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

January 28, 2003

Then personally appeared before me the above-named Laurie R. Wallach, General Counsel of Massachusetts Housing Finance Agency and acknowledged the foregoing instrument to be her free act and deed and the free act and deed said entity.



Notary public
My Commission Expires: SUSAN J. FLYNN
Notary Public
My Commission Expires
April 1, 2005

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

January __, 2003

Then personally appeared before me the above-named Maureen Valente as Town Manager of the Town of Sudbury and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of said Town of Sudbury.

Notary Public
My Commission Expires:

- Exhibit A - Legal Description
- Exhibit B - Prices & Location of Affordable Units
- Exhibit C - Form of Deed Rider

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

January __, 2003

Then personally appeared before me the above-named Alan J. Marrone, as Manager of the Carriage Lane LLC and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said limited liability company.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

January __, 2003

Then personally appeared before me the above-named Laurie R. Wallach, General Counsel of Massachusetts Housing Finance Agency and acknowledged the foregoing instrument to be her free act and deed and the free act and deed said entity.

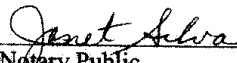
Notary public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex,ss.

January 31, 2003

Then personally appeared before me the above-named Maureen Valente as Town Manager of the Town of Sudbury and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of said Town of Sudbury.



Notary Public
My Commission Expires: July 9, 2004

- Exhibit A - Legal Description
- Exhibit B - Prices & Location of Affordable Units
- Exhibit C - Form of Deed Rider

EXHIBIT A

Legal Description

That certain parcel of land situate in Sudbury in the County of Middlesex and said Commonwealth, currently described as follows:

NORTHERLY by the Southerly line of the State Road, three hundred eighty-five and 47/100 feet;

EASTERLY two hundred feet;

SOUTHERLY three hundred eighty-five and 34/100 feet; and

WESTERLY two hundred feet, by land now or formerly of Neil W. MacLeod et ux.

Said parcel is shown as Lot 1 on plan hereinafter mentioned, (Plan No. 10759C).

All of said boundaries, except the street line, 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, of copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 542, Page 189, with Certificate 82539.

For title see Transfer Certificate of Richard J. Babineau and Deborah J. Babineau No. 200093 recorded in the Land Registration Department of Middlesex South District Registry of Deeds in Book 1130, Page 143.

The address of the premises is 717 Boston Post Road, Sudbury, MA 01776.

AND

That certain parcel of land situate in Sudbury in the County of Middlesex and said Commonwealth, currently described as follows:

NORTHERLY by the Southerly line of State Road, one hundred eighty-four and 44/100 feet;

EASTERLY by Lot 1 as shown on plan hereinafter mentioned, one hundred and sixty-five feet;

SOUTHERLY by Lots 7 and 26 on said plan, one hundred ninety-three and 15/100 feet; and

WESTERLY by Lot 28 on said plan, one hundred fifty-one and 63/100 feet.

Said parcel is shown as Lot 27 on said plan, (Plan No. 10759F).

All of said boundaries, except the street line, 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, of copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 587, Page 19, with Certificate 91369.

For title see Transfer Certificate of Alan J. Marrone and Linda P. Marrone No. 206516 recorded in the Land Registration Department of Middlesex South District Registry of Deeds in Book 1162, Page 166.

The address of the premises is 729 Boston Post Road, Sudbury, Massachusetts.

EXHIBIT B

Re: Carriage Lane
(Project Name)
Sudbury, Massachusetts
(City/Town)
Carriage Lane LLC
(Developer)

Maximum Sales Prices for Affordable Units

One bedroom units		\$
Two bedroom units	(4)	\$150,000
Three bedroom units		\$
Four bedroom units		\$

Location of Affordable Units

The housing units which are Affordable Units are those designated as unit numbers on Phase I – Units 1 and 6; Phase 2 – Units 9 and 5:

- a plan of land entitled
recorded with the _____ Land Court of Deeds in Book _____, Page _____
- floor plans recorded with the Master Deed of the
Condominium recorded with the _____ Land Court of Deeds in Book _____, Page _____
-

EXHIBIT C

DEED RIDER



MASSACHUSETTS HOUSING FINANCE AGENCY
Housing Starts Program

DEED RIDER

annexed to and made part of that certain deed (the "Deed") from CARRIAGE LANE LLC ("Grantor") to _____ ("Grantee") dated _____, 2003.

RECITALS

WHEREAS, the Grantor is conveying that certain real property more particularly described in the attached Deed ("Property") to the Grantee at a consideration which is less than the appraised value of the Property; and

WHEREAS, the Property is part of a project which was originally financed under a construction loan program of the Massachusetts Housing Finance Agency ("MassHousing") known as the Housing Starts Program (the "Program") and was granted a Comprehensive Permit under Massachusetts General Laws Chapter 40B, Sections 20-23, from the town of Sudbury (the "Municipality"); and

WHEREAS, pursuant to the Program, eligible purchasers such as the Grantee are given the opportunity to purchase certain property at a discount of the property's appraised fair market value if the purchaser agrees to certain use and transfer restrictions, including the agreement to convey the property on resale to an income-eligible purchaser located by the Municipality, or to the Municipality, for an amount not greater than a maximum resale price, all as more fully provided herein.

NOW, THEREFORE, as further consideration for the conveyance of the Property at a discount in accordance with the Program, the Grantee, his/her/their heirs, successors and assigns, hereby agrees that the Property shall be subject to the following rights and restrictions which are hereby imposed for the benefit of, and shall be enforceable by, the Grantor's assignees and designees, and the Municipality.

1. Definitions. In this Deed Rider, the following words and phrases shall have the following meanings:

Area means the Primary Metropolitan Statistical Area which includes the Municipality.

Chief Elected Official means, with respect to a city, the Mayor of such city, and with respect to a town, the Board of Selectmen of such town, including any person designated and duly authorized to act on behalf of the Mayor or Board of Selectmen.

Compliance Certificate shall have the meaning set forth in Section 4(b) hereof.

Comprehensive Permit means the comprehensive permit issued by the Zoning Board of Appeals of the Municipality with respect to the Project, recorded in the Middlesex County Registry District of Land Court ("Land Court") as Document No. 1214433.

Developer means Carriage Lane LLC, the developer of the Project pursuant to the Program and the Comprehensive Permit.

Discount Rate means the percentage of the appraised fair market value of the Property which the Grantee is paying as consideration for the Property, and which will be multiplied by the appraised fair market value of the Property at the time of sale or other transfer of the Property by the Grantee to determine the Maximum Resale Price, and which in this case is ____ %.

Eligible Purchaser means an individual(s) or family who qualifies as a First-Time Homebuyer earning no more than eighty percent (80%) of median income for the Area as published from time to time by the United States Department of Housing and Urban Development ("HUD"). If HUD discontinues publication of median income statistics, then the Municipality shall designate another measure of eligible income. To be considered an Eligible Purchaser, the individual(s) or family must intend to occupy the Property as his, her or their principal residence and must provide to the Municipality and to the Monitoring Agent such income certifications as the Municipality and the Monitoring Agent may require to justify designation as an Eligible Purchaser.

Eligible Purchaser Certificate shall have the meaning set forth in Section 5(a) hereof.

First-Time Homebuyer means an individual(s) or family of low or moderate income, none of whom have had an ownership interest in a principal residence at any time during the three (3)-year period prior to the purchase date of the Affordable Unit.

Maximum Resale Price means the appraised fair market value of the Property determined without regard to any restrictions contained in this Deed Rider and prepared by a real estate appraiser acceptable to the Municipality and qualified to appraise property for secondary mortgage markets and recognized as utilizing acceptable professional appraisal standards in Massachusetts, multiplied by the Discount Rate.

Monitoring Agent means Citizens' Housing and Planning Association, Inc., as monitoring agent under the Monitoring Services Agreement.

Monitoring Services Agreement means the Monitoring Services Agreement dated January 28th, 2003, between the Developer and the Monitoring Agent.

Municipal Compliance Certificate shall have the meaning set forth in Section 5(a) hereof.

Project means the sixteen (16) unit development located at 717-729 Boston Post Road in the town of Sudbury, which, pursuant to the terms of the Comprehensive Permit and the Program, includes four (4) units of affordable housing.

Regulatory Agreement means the Regulatory Agreement among MassHousing, the Municipality and the Developer dated January 28th, 2003, and recorded with the Land Court as Documents No.: _____.

Term means, unless terminated earlier according to Section 6 hereof, the period from the date hereof until the earliest to occur of (i) the termination of the term of affordability set forth in the Comprehensive Permit, (ii) the recording of a Compliance Certificate, (iii) the recording of an Eligible Purchaser Certificate and a new Deed Rider executed by the Eligible Purchaser referenced in the Eligible Purchaser Certificate, which new Deed Rider the Eligible Purchaser Certificate certifies is in form and substance satisfactory to the Municipality, or (iv) the conveyance of the Property to the Municipality and the recording of a Municipal Purchaser Certificate as set forth herein (the "Term").

2. Owner-Occupancy/Principal Residence. The Property shall be occupied and used by the Grantee as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with the purpose of this Deed Rider is expressly prohibited.

3. Restrictions Against Leasing and Junior Encumbrances. The Property shall not be leased, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Municipality; provided, however, that this provision shall not apply to a first mortgage granted in connection with this conveyance. Any rents, profits, or proceeds from any transaction described in the last preceding sentence which transaction has not received the prior written consent of the Municipality shall be paid to and be the property of the Municipality. In the event that the Municipality in the exercise of its absolute discretion consents to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction which exceed the carrying costs of the Property as determined by the Monitoring Agent in its sole discretion shall be paid to and be the property of the Municipality.

4. Right of First Refusal. (a) When the Grantee or any successor in title to the Grantee shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Grantee shall notify the Municipality and the Monitoring Agent in writing of the Grantee's intention to so convey the property (the "Notice"). The Notice shall contain an appraisal of the fair market value of the Property (assuming the Property is free of all restrictions set forth herein) acceptable to the Municipality prepared by a real estate appraiser acceptable to the Municipality and qualified to appraise property for secondary mortgage markets and recognized as utilizing acceptable professional appraisal standards in Massachusetts, and the Notice shall set forth the Discount Rate and the Maximum Resale Price of the Property. Within thirty (30) days of the Municipality's receipt of the Notice, the Municipality shall notify the Grantee whether (i) the Municipality is proceeding to locate an Eligible Purchaser of the Property, (ii) the Municipality intends to exercise its right of first refusal to purchase the Property, or (iii) the Municipality

waives its right of first refusal (the "Municipality's Notice"). The Eligible Purchaser, if located by the Municipality, must be able to purchase the Property within one hundred eighty (180) days after the Municipality receives the Notice.

(b) In the event that (i) the Municipality's Notice states that the Municipality does not intend to proceed to locate an Eligible Purchaser and that the Municipality does not intend to exercise its right of first refusal to purchase the Property, or the Municipality fails to give the Municipality's Notice within the thirty (30) day time period specified above, the Grantee must use diligent efforts to find an Eligible Purchaser within a one hundred eighty (180) day period from the date the Property is put on the market, as determined by the date of the first advertisement for sale, as set forth below. The term "diligent efforts" shall mean (A) the placement of an advertisement in the real estate section of at least one newspaper of general circulation for a period of three consecutive weeks which sets forth a customary description of the unit for sale, a single price which is not in excess of the Maximum Resale Price, Grantee's (or Grantee's real estate broker) telephone number and the phrase "*Sale of unit subject to certain guidelines and restrictions with respect to the maintenance and retention of affordable housing for households of low and moderate income*" and (B) the receipt of satisfactory evidence that the new purchaser qualifies as an Eligible Purchaser. If the Grantee is unable to locate an Eligible Purchaser within one hundred eighty (180) days from the date the Property is put on the market, the Grantee may convey the Property to any third party at no less than fair market value free of all restrictions set forth herein; provided, however, all consideration and payments of any kind received by the Grantee for the conveyance of the Property to the third party which exceeds the Maximum Resale Price shall be immediately and directly paid to the Municipality. Upon receipt of this excess amount, if any, the Municipality, acting by and through its Chief Elected Official, shall issue to the third party and the Monitoring Agent a certificate in recordable form (the "Compliance Certificate") indicating the Municipality's receipt of the excess amount, if applicable, or indicating that no excess amount is payable, and stating that the Municipality has elected not to exercise its right of first refusal hereunder and that all rights, restrictions, agreements and covenants set forth in this Deed Rider shall be henceforth null and void and indicating the Monitoring Agent's approval of the sale of the Property to the third party consistent with the terms of this Deed Rider. This Compliance Certificate is to be recorded in the Land Court and such Compliance Certificate may be relied upon by the then owner of the Property and by third parties as constituting conclusive evidence that such excess amount, if any, has been paid to the Municipality, or that no excess amount is payable, and that the rights, restrictions, agreements and covenants set forth herein are null and void. The sale price to a third party shall be subject to the Monitoring Agent's approval, with due consideration given to the value set forth in the appraisal accompanying the Notice, and the Monitoring Agent may withhold its approval if in its sole judgment the purchase price is not consistent with the requirements of this Deed Rider and the Regulatory Agreement. The Monitoring Agent's approval of the sale price shall be evidenced by its issuance of this Compliance Certificate.

(c) In the event the Municipality, within said thirty (30) day period, notifies the Grantee that the Municipality is proceeding to locate an Eligible Purchaser or that the Municipality shall exercise the Municipality's right of first refusal to purchase the Property, the Municipality may locate an Eligible Purchaser, who shall purchase the Property at the Maximum Resale Price,

within one hundred eighty (180) days of the date that the Municipality receives the Notice or the Municipality may purchase the Property itself at the Maximum Resale Price within one hundred eighty (180) days of the date that the Municipality receives the Notice. If more than one Eligible Purchaser is located by the Municipality, the Municipality shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to the conveyance of the Property. For so long as the MassHousing Loan is outstanding, the procedure for selecting an Eligible Purchaser shall be approved by MassHousing as provided in the Regulatory Agreement; thereafter, any changes in such procedure shall be approved by the Monitoring Agent.

(d) If an Eligible Purchaser is selected to purchase the Property, or if the Municipality elects to purchase the Property, the Property shall be conveyed by the Grantee to such Eligible Purchaser or to the Municipality as the case may be, by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the Deed from the Grantor to Grantee, (v) such additional easements, restrictions, covenants and agreements of record as the Municipality consents to, such consent not to be unreasonably withheld or delayed, and (vi) in the event that the Property is conveyed to an Eligible Purchaser, a Deed Rider satisfactory in form and substance to the Monitoring Agent which the Grantee hereby agrees to annex to said deed.

(e) Said deed shall be delivered and the purchase price paid (the "Closing") at the Land Court, or at the option of the Eligible Purchaser (or the Municipality, if the Municipality is purchasing the Property), exercised by written notice to the Grantee at least five (5) days prior to the delivery of the deed, at such other place as the Eligible Purchaser (or the Municipality, if the Municipality is purchasing the Property) may designate in said notice. The Closing shall occur at such time and on such date as shall be specified in a written notice from the Eligible Purchaser (or the Municipality if the Municipality is purchasing the Property) to the Grantee, which date shall be at least five (5) days after the date on which such notice is given, and if the Eligible Purchaser is located by the Municipality, or if the Municipality is purchasing the Property no later than one hundred eighty (180) days after the Municipality receives the Notice from the Grantee.

(f) To enable Grantee to make conveyance as herein provided, Grantee may, if so desired at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests; all instruments so procured to be recorded simultaneously with the delivery of said deed. Nothing contained herein as to the Grantee's obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the election of the Eligible Purchaser or the Municipality to take title, nor anything else in this Deed Rider shall be deemed to waive, impair or otherwise affect the priority of the Municipality's rights herein over matters appearing of record, or occurring, at any time after the recording of this Deed Rider, all such matters so appearing or occurring being subject and subordinate in all events to the Municipality's rights herein.

(g) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the Eligible Purchaser or by the Municipality.

(h) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date hereof, reasonable wear and tear only excepted.

(i) If Grantee shall be unable to give title or to make conveyance as above stipulated, or if any change of condition in the Property not included in the above exception shall occur, then Grantee shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition hereby provided for. The Grantee shall use best efforts to remove any such defects in the title whether voluntary or involuntary and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Grantee that such defect has been cured or that the Property has been so restored. The Eligible Purchaser (or the Municipality, if the Municipality is purchasing the Property) shall have the election, at either the original or any extended time for performance, to accept such title as the Grantee can deliver to the Property in its then condition and to pay therefore the purchase price without deduction, in which case the Grantee shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Grantee shall, unless the Grantee has previously restored the Property to its former condition, either:

(i) pay over or assign to the Eligible Purchaser or the Municipality, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonable expended by the Grantee for the partial restoration, or

(ii) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the Eligible Purchaser or to the Municipality a credit against the purchase price, on delivery of the deed, equal to said amounts so retained by the holder of the said mortgage less any amounts reasonably expended by the Grantee for any partial restoration.

(j) If the Municipality is successful in locating an Eligible Purchaser within one hundred eighty (180) days after the Notice is received by the Municipality, but the Eligible Purchaser is unable to secure mortgage financing, and complete the purchase of the Property, the Municipality will have an additional sixty (60) days from the date of written notification from the first Eligible Purchaser that he/she/they are unable to complete the purchase, to find another Eligible Purchaser who has secured financing to purchase the Property. If the Municipality fails

to locate an Eligible Purchaser who purchases the Property within one hundred eighty (180) days after the Notice is received by the Municipality (or within the additional sixty (60)-day period allowed under the previous sentence), and the Municipality does not purchase the Property during said period, then following expiration of one hundred eighty (180) days after the Municipality receives the Notice from the Grantee (or, if applicable, the additional sixty (60) days), the Grantee may convey the Property to any third party at no less than fair market value free and clear of all rights and restrictions contained herein, including, but not limited to the Maximum Resale Price, provided, however, all consideration and payments of any kind received by the Grantee for the conveyance of the Property to the third party which exceeds the Maximum Resale Price shall be immediately and directly paid to the Municipality. Upon receipt of this excess amount, if any, the Municipality shall issue to the third party and to the Monitoring Agent a Compliance Certificate in recordable form indicating the Municipality's receipt of the excess amount, if any, and indicating that the Municipality has elected not to exercise its right to locate an Eligible Purchaser and its right of first refusal hereunder and that all rights, restrictions, agreements and covenants contained herein are henceforth null and void and indicating the Monitoring Agent's approval of the sale of the Property to the third party consistent with the terms of this Deed Rider. This Compliance Certificate is to be recorded in the Land Court and such Compliance Certificate may be relied upon by the then owner of the Property and by third parties as constituting conclusive evidence that such excess amount, if any, has been paid to the Municipality and that the rights, restrictions, agreements and covenants set forth herein are null and void. The sale price to a third party shall be subject to the Monitoring Agent's approval, with due consideration given to the value set forth in the appraisal accompanying the Notice, and the Monitoring Agent may withhold its approval if in its sole judgment the purchase price is not consistent with the requirements of this Deed Rider and the Regulatory Agreement. The Monitoring Agent's approval of the sale price shall be evidenced by its issuance of its acceptance of the Municipality's Compliance Certificate.

(k) The Grantee understands and agrees that nothing in this Deed Rider or the Regulatory Agreement in any way constitutes a promise or guarantee by MassHousing or the Municipality that the Grantee shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(l) In the event that the Grantee receives notice that the Municipality does not intend to locate an Eligible Purchaser or to exercise its right of first refusal to purchase the Property or in the event the Municipality fails to give the Municipality's Notice within the thirty (30)-day time period specified in Section 4(b) above, should the Grantee be unable to sell the Property at the Maximum Resale Price as presented in its Notice to the Municipality, and the Grantee desires to sell the Property at less than the Maximum Resale Price (except for a proposed sale to an Eligible Purchaser), the Grantee shall notify the Municipality and the Monitoring Agent in the same manner as set forth under Section 4(a) above, setting forth the Grantee's modified Maximum Resale Price, and the Municipality shall have a new right of first refusal to purchase the Property, or to locate an Eligible Purchaser to purchase the Property, at the modified Maximum Resale Price identified in the new Notice from the Grantee.

5. Resale and Transfer Restrictions. Except as otherwise stated herein, the Property or any interest therein shall not at any time be sold by the Grantee, the Grantee's successors and assigns, and no attempted sale shall be valid, unless:

(a) the aggregate value of all consideration and payments of every kind given or paid by the Eligible Purchaser (as located and defined in accordance with Section 4 above) or the Municipality, to the then owner of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and (i) if the Property is conveyed to an Eligible Purchaser, unless a certificate (the "Eligible Purchaser Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent which Eligible Purchaser Certificate refers to the Property, the Grantee, the Eligible Purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the Eligible Purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider and the Regulatory Agreement, if applicable, and unless there is also recorded a new Deed Rider executed by the Eligible Purchaser, which new Deed Rider is substantially in the same form as this Deed Rider; or (ii) if the Property is conveyed to the Municipality unless a Certificate (the "Municipal Purchaser Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent, which Municipal Purchaser Certificate refers to the Property, the Grantee, the Municipality, and the Maximum Resale Price for the Property and states that the proposed conveyance, sale or transfer of the Property to the Municipality is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider and the Regulatory Agreement; or

(b) pursuant to Sections 4(b) or 4(j), any amount in excess of the Maximum Resale Price which is paid to the Grantee by a purchaser who is permitted to buy the Property pursuant to Sections 4(b) or 4(j), is paid by the Grantee to the Municipality, and the Monitoring Agent executes and delivers a Compliance Certificate as described in Sections 4(b) or 4(j) for recording with the Land Court.

(c) Any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate, an Eligible Purchaser Certificate or a Municipal Purchaser Certificate referring to the Property as conclusive evidence of the matters stated therein and may record such Certificate in connection with conveyance of the Property, provided, in the case of an Eligible Purchaser Certificate and a Municipal Purchaser Certificate the consideration recited in the deed or other instrument conveying the Property upon such resale shall not be greater than the consideration stated in the Eligible Purchaser Certificate or the Municipal Purchaser Certificate as the case may be. If the Property is conveyed to the Municipality, any future sale of the Property by the Municipality shall be subject to the provisions of Section 4 of the Regulatory Agreement.

(d) Within ten (10) days of the closing of the conveyance of the Property from Grantor to Grantee, the Grantee shall deliver to the Monitoring Agent and to the Municipality a true and certified copy of the Deed of the Property, together with information as to the place of recording thereof in the public records. Failure of the Grantee, or Grantee's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance.

6. Rights of Mortgagees. (a) Notwithstanding anything herein to the contrary, but subject to the next succeeding paragraph hereof, if the holder of record (other than the Grantor or any person related to the Grantor by blood, adoption, or marriage, or any entity in which the Grantor has a financial interest (any of the foregoing, a "Related Party")) 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 or its successors or assigns (other than a Related Party) shall acquire the Property by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the Property in lieu of foreclosure, provided that the holder of such mortgage has given the Municipality not less than sixty (60) days prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of the Property in lieu of foreclosure, and provided further that the principal amount secured by such mortgage did not exceed ninety-seven percent (97%) of the Maximum Resale Price calculated at the time of the granting of the mortgage (the "Permitted Indebtedness"), then the rights and restrictions contained herein shall not apply to such holder upon such acquisition of the Property, any purchaser (other than a Related Party) of the Property at a foreclosure sale conducted by such holder, or any purchaser (other than a Related Party) of the Property from such holder, and such Property shall thereupon and thereafter be free from all such rights and restrictions.

(b) In the event such holder conducts a foreclosure or other proceeding enforcing its rights under such mortgage and the Property is sold for a price in excess of the greater of (i) the sum of the outstanding principal balance of the note secured by such mortgage plus all future advances, accrued interest and all reasonable costs and expenses which the holder is entitled to recover pursuant to the terms of the mortgage and (ii) the Maximum Resale Price applicable on the date of the sale, such excess shall be paid to the Municipality in consideration of the loss of the value and benefit of the rights and restrictions herein contained held by the Municipality and released by the Municipality pursuant to this section in connection with such proceeding (provided, that in the event that such excess shall be so paid to the Municipality by such holder, the Municipality shall thereafter indemnify such holder against loss or damage to such holder resulting from any claim made by the mortgagor of such mortgage to the extent that such claim is based upon payment of such excess by such holder to the Municipality in accordance herewith, provided that such holder shall give the Monitoring Agent and the Municipality prompt notice of any such claim and shall not object to intervention by the Municipality in any proceeding relating thereto.) In order to determine the Maximum Resale Price of the Property at the time of foreclosure or other proceeding, the Municipality may, at its own expense, obtain an appraisal of the fair market value of the Property satisfactory to such holder. The Maximum Resale Price shall be equal to the appraised fair market value so obtained, multiplied by the Discount Rate assigned to the Property. If the holder disagrees with such appraised value, the holder may obtain a second appraisal, at the holder's expense and the Maximum Resale Price shall be equal to the average of the two appraisal amounts multiplied by the Discount Rate. To the extent the Grantee possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Grantee hereby assigns its interest in such amount to said holder for payment to the Municipality.

(c) A holder of a mortgage shall notify the Municipality in the event of any default for which the lender intends to commence foreclosure proceedings but no failure to notify the Municipality shall impair the validity of a foreclosure. Said notice shall be sent to the Municipality as set forth in this Deed Rider.

(d) If any person who was a Related Party prior to any foreclosure acquires an interest in the Property after foreclosure, then all covenants and options contained herein shall apply to all subsequent occupancy and sale of the Property.

(e) A certificate signed under penalties of perjury by a purchaser at a foreclosure sale certifying that such purchaser is not a Related Party shall, if recorded with the Land Court, be conclusive evidence that such purchaser is not a Related Party.

7. Covenants to Run With the Property. (a) It is intended and agreed that all of the agreements, covenants, rights and restrictions set forth herein shall be deemed to be covenants running with the Property and shall be binding upon and enforceable against the Grantee, the Grantee's successors and assigns and any party holding title to the Property, for the benefit of and enforceable by the Municipality, the Municipality's agents, successors, designees and assigns, and the Monitoring Agent during the Term of this Deed Rider.

(b) This Deed Rider and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws which has the benefit of Section 32 of said Chapter 184, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law.

(c) The Grantee intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Deed Rider and the covenants, agreements, rights and restrictions contained herein shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Grantee's successors in title, (ii) are not merely personal covenants of the Grantee, and (iii) shall bind the Grantee, its successors and assigns and enure to the benefit of the Municipality and their successors and assigns for the Term. Grantee 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 Deed Rider 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.

(d) Without limitation on any other rights or remedies of the Grantor, the Municipality, their agents, successors, designees and assigns, any sale or other transfer or conveyance of the Property in violation of the provisions of this Deed Rider, shall, to the maximum extent permitted by law, be voidable by the Municipality, the Municipality's agents, successors, designees and assigns by suit in equity to enforce such rights, restrictions, covenants, and agreements.

8. Notice. Any notices, demands or requests that may be given under this Deed Rider shall be sufficiently served if given in writing and delivered by hand or mailed by certified

or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or such other addresses as may be specified by any party by such notice.

Municipality: Town of Sudbury
288 Old Sudbury Road
Sudbury, Massachusetts 01776
Attention: Town Manager

MassHousing: Massachusetts Housing Finance Agency
One Beacon Street
Boston, MA 02108
Attention: General Counsel

Grantor:

Grantee:

Monitoring Agent: Citizens Housing and Planning Association, Inc.
18 Tremont Street
Boston, MA 02108
Attention: Executive Director

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

9. Further Assurances. The Grantee agrees from time to time, as may be reasonably required by the Municipality or the Monitoring Agent, to furnish the Municipality or the Monitoring Agent with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and all other information pertaining to the Property or the Grantee's eligibility for and conformance with the requirements of the Comprehensive Permit and the Program.

10. Enforcement. (a) The rights hereby granted shall include the right of the Municipality to enforce this Deed Rider independently by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations including without limitation relief requiring restoration of the Property to its condition prior to any such violation (it being agreed that the Municipality will have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality.

(b) Without limitation of any other rights or remedies of the Municipality or its successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Deed Rider, the Municipality shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- (i) specific performance of the provisions of this Deed Rider;
- (ii) money damages for charges in excess of the Maximum Resale Price, if applicable;
- (iii) if the violation is a sale of the Property at a price greater than the Maximum Resale Price as provided herein, the Municipality shall have the option to purchase the Property on the same terms and conditions as provided herein for the exercise of its option to purchase, except that the purchase price shall be the price paid in a conveyance that would have complied with the provisions of this Deed Rider;
- (iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Deed Rider in the absence of a Certificate of Compliance, by an action in equity to enforce this Deed Rider; and
- (v) money damages for the cost of creating or obtaining other comparable dwelling units to fulfill the need for affordable housing by Eligible Purchasers.

(c) In addition to the foregoing, in the event of a violation of the provisions of this Deed Rider, the Monitoring Agent shall have the right, with the prior consent of the Municipality (and, for so long as the MassHousing Loan is outstanding, with the consent of MassHousing), to take appropriate enforcement action against the Grantee or the Grantee's successors in title, including, without limitation, legal action to compel the Grantee to comply with the requirements of this Deed Rider. The Grantee hereby agrees to pay all fees and expenses (including legal fees) of the Monitoring Agent in the event enforcement action is taken against the Grantee hereunder and hereby grants to the Monitoring Agent a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses. The Monitoring Agent shall be entitled to seek recovery of its fees and expenses incurred in enforcing this Deed Rider against the Grantee and to assert a lien on the Property to secure payment by the Grantee of such fees and expenses.

(d) The Grantee for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Municipality and the Monitoring Agent the right to enter upon the Property for the purpose of enforcing the restrictions herein contained, or of taking all actions with respect to the Property which the Municipality or the Monitoring Agent may determine to be necessary or appropriate pursuant to court order, or with the consent of the Grantee to prevent, remedy or abate any violation of this Deed Rider.

11. Monitoring Agent Services; Fees. As provided in the Monitoring Services Agreement, the Developer has engaged the Monitoring Agent to monitor compliance of the Project with ongoing requirements of the Comprehensive Permit, including the requirement that the Affordable Units be sold to Eligible Purchasers (or to the Municipality) as provided herein. As partial compensation for providing services under the Monitoring Services Agreement, the Monitoring Agent shall receive a fee of one-half of one percent of the Maximum Resale Price (or

the lesser sale price actually received by the Grantee, as provided in Section 4(l) above) on the sale of the Property to an Eligible Purchaser or any other purchaser (except the Municipality) in accordance with the terms of this Deed Rider and the Regulatory Agreement. This fee, along with any costs reasonably incurred by the Municipality in connection with the sale of an Affordable Unit, shall be paid by the Grantee as a closing cost at the time of Closing, and payment of the fee of the Monitoring Agent and reimbursement of costs to the Municipality shall be a condition to deliver and recording of its certificate, failing which the Monitoring Agent and/or Municipality shall have a claim against the Grantee and persons claiming under the Grantee for which the Monitoring Agent and/or Municipality may seek an attachment against the Property.

12. Severability. If any provisions hereof or the application thereof to any person or circumstance shall come, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and enforced to the fullest extent permitted by law.

13. Grantor is executing this Deed Rider as an accommodation and shall not be liable in the event of a default of this Rider by the Grantee or any mortgagee, successor or assignor of the Grantee.

Executed as a sealed instrument this _____ day of _____, 200__.

Grantor:

By: _____

Grantee:

By: _____

COMMONWEALTH OF MASSACHUSETTS

County of _____, ss _____, 200 ____

Then personally appeared the above-named _____, Grantor, and acknowledged the foregoing instrument to be his/her free act and deed, before me.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

County of _____, ss _____, 200 ____

Then personally appeared the above-named _____, Grantee(s), and acknowledged the foregoing instrument to be his/her/their free act and deed, before me.

Notary Public
My commission expires:

DOCUMENT 1251957

SO. MIDDLESEX LAND COURT
REGISTRY DISTRICT
RECEIVED FOR REGISTRATION

ON 02/04/03 AT 01:44:23 125.50 FEL

NOTED ON:
CERT 0226799 BK 1264 PG 49

1 PHOTOSTAT

PHOTOSTAT COPY WANTED

SEARCHED
5/1/03

WHITTEMORE & WADSWORTH

NAME _____ TEL _____
 1001 WORCESTER RD
 STREET ADDRESS _____
 FRAMMINGHAM, MA 01701
 CITY OR TOWN _____ ZIP _____