

Middlesex South Registry of Deeds  
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Recording Information

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**Middlesex South Registry of Deeds**  
**Maria C. Curtatone, Register**  
208 Cambridge Street  
Cambridge, MA 02141  
617-679-6300  
[www.middlesexsouthregistry.com](http://www.middlesexsouthregistry.com)

AMENDMENT TO  
AMENDED AND RESTATED TAX CREDIT REGULATORY AGREEMENT AND  
DECLARATION OF RESTRICTIVE COVENANTS

This Amendment to Amended and Restated Tax Credit Regulatory Agreement and Declaration of Restrictive Covenants dated November 16, 2020 (this "Amendment") amends that certain Amended and Restated Tax Credit Regulatory Agreement and Declaration of Restrictive Covenants (the "Restriction") made and entered into as of the 30<sup>th</sup> day of December, 2019 by and between the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD"), Bedford Village Preservation Associates Limited Partnership, a Massachusetts limited partnership, and its successors and assigns (the "Grantor") and POAH Landowner, LLC (the "Ground Lessor"), which Restriction was recorded in the Middlesex County Registry of Deeds on December 31, 2020 in Book 73929, Page 41.

RECITALS:

WHEREAS, Grantor has requested that DHCD agree to modify the Restriction.

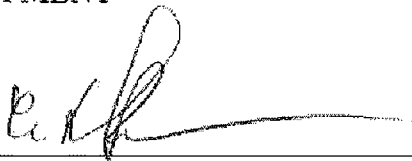
NOW, THEREFORE, the parties hereto amend the Restriction as follows:

1. Exhibit C and Exhibit D to the Restriction are hereby deleted and the revised exhibits attached hereto as Attachments 1 and 2 is are substituted therefore.
2. Except as specifically modified herein, the Restriction remains in full force and effect.
3. This Amendment may be executed in several counterparts, which taken together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

[SIGNATURES TO APPEAR ON THE FOLLOWING PAGE]

Property: 12 Bedford Village, Bedford, MA

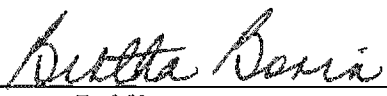
THE COMMONWEALTH OF MASSACHUSETTS  
ACTING BY AND THROUGH THE DEPARTMENT  
OF HOUSING AND COMMUNITY  
DEVELOPMENT

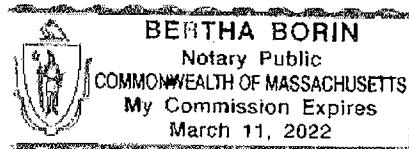
By:   
Director

**COMMONWEALTH OF MASSACHUSETTS**

Suffolk County, ss.

On this 10<sup>th</sup> day of November, 2020, before me, the undersigned notary public, personally appeared Catherine Racer, proved to me through satisfactory evidence of identification, which was my personal knowledge of the identity of the principal, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily, as Director of the Department of Housing and Community Development of The Commonwealth of Massachusetts, for its stated purpose as the voluntary act of the Department of Housing and Community Development of The Commonwealth of Massachusetts.

  
Notary Public  
My commission expires:



BEDFORD VILLAGE PRESERVATION ASSOCIATES LIMITED PARTNERSHIP, a Massachusetts Limited Partnership

By: POAH BEDFORD VILLAGE, LLC, its General Partner

By: PRESERVATION OF AFFORDABLE HOUSING, INC, its sole member

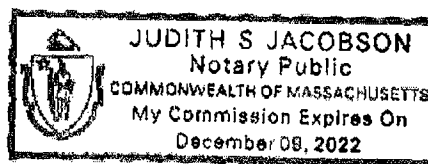
By: *Aaron Gornstein*  
Aaron Gornstein  
President and CEO  
Its: Preservation of Affordable Housing, Inc.

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 11<sup>th</sup> day of November 2020, before me, the undersigned notary public, personally appeared Aaron Gornstein, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily, as President + CEO of Preservation of Affordable Housing, Inc, as sole member of POAH Bedford Village, LLC, as general partner of Bedford Village Preservation Associates Limited Partnership, for its stated purpose as the voluntary act of Bedford Village Preservation Associates Limited Partnership.

*Judith S Jacobson*  
Notary Public  
My commission expires: 12/9/2022



POAH LANDOWNER, LLC

By: PRESERVATION OF AFFORDABLE HOUSING, INC., its sole member and manager

By: *Aaron Gornstein*  
Name: Aaron Gornstein  
Title: President and Chief Executive Officer

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex County, ss.

On this 11<sup>th</sup> day of November, ~~2019~~ 2020, before me, the undersigned notary public, personally appeared Aaron Gornstein, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily, as President and Chief Executive Officer of Preservation of Affordable Housing, Inc., as sole member and manager of POAH Landowner, LLC, for its stated purpose as the voluntary act of POAH Landowner, LLC.

*[Signature]*  
Notary Public  
My commission expires: 12/9/2022

ATTACHMENT 1

**EXHIBIT C: UNIT MIX BY BEDROOM COUNT AND DESIGNATED PERCENTAGE**

	DESIGNATED PERCENTAGE			
	80% AMI	60% AMI	50% AMI	30% AMI
NUMBER/SIZE OF UNITS	___ SRO	___ SRO	___ SRO	___ SRO
	___ Studio	___ Studio	___ Studio	___ Studio
	4 1-BR	22 1-BR	1 1-BR	3 1-BR
	6 2-BR	18 2-BR	6 2-BR	6 2-BR
	1 3-BR	5 3-BR	2 3-BR	1 3-BR
	___ 4-BR	___ 4-BR	___ 4-BR	___ 4-BR
TOTAL UNITS	11	45	9	10

## ATTACHMENT 2

**EXHIBIT D: APPLICABLE FRACTIONS**

<u>Address</u>	<u># Units</u>	<u># LIHTC Restricted Units</u>	<u># of Unrestricted Units</u>	<u>% of LIHTC Units (applicable fraction)</u>
<u>Bedford Village - Building #2</u>	<u>10</u>	<u>8</u>	<u>2</u>	<u>80%</u>
<u>Bedford Village - Building #4</u>	<u>10</u>	<u>6</u>	<u>4</u>	<u>60%</u>
<u>Bedford Village - Building #6</u>	<u>10</u>	<u>9</u>	<u>1</u>	<u>90%</u>
<u>Bedford Village - Building #8</u>	<u>7</u>	<u>7</u>	<u>0</u>	<u>100%</u>
<u>Bedford Village - Building #10</u>	<u>10</u>	<u>5</u>	<u>5</u>	<u>50%</u>
<u>Bedford Village - Building #14</u>	<u>9</u>	<u>7</u>	<u>2</u>	<u>78%</u>

<u>Bedford Village - Building #16</u>	<u>10</u>	<u>9</u>	<u>1</u>	<u>90%</u>
<u>Bedford Village - Building #18</u>	<u>10</u>	<u>9</u>	<u>1</u>	<u>90%</u>
<u>Bedford Village - Building #20</u>	<u>10</u>	<u>8</u>	<u>2</u>	<u>80%</u>
<u>Bedford Village - Building #22</u>	<u>10</u>	<u>7</u>	<u>3</u>	<u>70%</u>
<u>TOTALS</u>	<u>96</u>	<u>75</u>	<u>21</u>	<u>77.86%</u>