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Property Address: 45 Church Street, Weston, Middlesex County, Massachusetts

LOCAL INITIATIVE PROGRAM

 REGULATORY AGREEMENT
 AND
 DECLARATION OF RESTRICTIVE COVENANTS
 FOR
 RENTAL PROJECT

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this 15th day of April, 2008 by and among the **Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development** ("DHCD") pursuant to G.L. c.23B §1 as amended by Chapter 19 of the Acts of 2007, the **Town of Weston** ("the Municipality"), and **Weston Affordable Housing Foundation, Inc.**, a Massachusetts charitable corporation, having an address at P.O. Box 171 Weston, MA 02493, and its successors and assigns ("Project Sponsor").

WITNESSETH:

WHEREAS, pursuant to G.L. c. 40B, §§ 20-23 (the "Act") and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April 1989, regulations have been promulgated at 760 CMR 45.00 (the "Regulations") which establish the Local Initiative Program ("LIP") and Guidelines for Communities have been issued thereunder (the "Guidelines");

WHEREAS, the Project Sponsor intends to construct a rental house on a 1.1 acre site at 45 Church Street in the Municipality, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");

Record and Return to:
 Sheryl A. Howard, Esq.
 Foley Hoag LLP
 155 Seaport Blvd.
 Boston, MA 02210

735824

WHEREAS, such Project is to consist of a total number of one rental dwelling (the "Unit"), which will be rented at rents specified in this Agreement to Eligible Tenants as specified in paragraph two of this Agreement.

WHEREAS, the Board of Selectmen of the Municipality and the Project Sponsor have made application to DHCD to certify that the Project is a valid Comprehensive Permit Project (as that term is defined in the Regulations) within the LIP Program and therefore that the Project Sponsor is qualified to apply to the Municipality's Board of Appeals (as that term is defined in the Regulations) for a comprehensive permit pursuant to the Act (the "Comprehensive Permit"), or have made application to DHCD to certify that the Unit is a Local Initiative Unit (as that term is defined in the Regulations) within the LIP Program; and

WHEREAS, the Comprehensive Permit was filed on February 4, 2008 with the Middlesex South Registry District of the Land Court as Instrument No. Doc. No. 1464233.

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

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

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

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

During the term of this Agreement, the Project Sponsor agrees that the Project and the Unit will remain suitable for occupancy and in compliance with all applicable federal, state, and local health, safety, building, sanitary, environmental, and other laws, codes, rules, and regulations. Except to the extent that the Project is exempted from such compliance by the Comprehensive Permit, the Project must comply with all similar applicable local codes, ordinances, and by-laws.

2. (a) Throughout the term of this Agreement, the Unit will be rented for no more than the rental rates set forth herein to an Eligible Tenant. An Eligible Tenant is a Family whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U.S. Department of Housing and Urban

Development ("HUD"). A "Family" shall mean two or more persons who will live regularly in the Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable inter-dependent relationship. The "Area" is defined as the Boston-Cambridge-Quincy MA-NH Metropolitan Statistical Area.

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

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

(c) Throughout the term of this Agreement, the Project Sponsor shall annually determine whether the tenant of the Unit remains an Eligible Tenant. This determination shall be reviewed by the Municipality and certified to DHCD as provided in Section 2(e), below. A Unit occupied by an Eligible Tenant at the commencement of occupancy shall be deemed low and moderate income housing in compliance with this Section, so long as (i) such unit continues to be rent restricted and (ii) the tenant's income does not exceed 140% of the Maximum Income. If the tenant's income exceeds 140% of the Maximum Income at the time of annual eligibility determination, then the Unit shall be deemed low and moderate income housing in compliance with this Section until the then-current lease term expires, which lease term shall be no more than two (2) years.

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

3. Upon issuance of a building permit for the Project, the Project will be included in the Subsidized Housing Inventory, as that term is described in 760 CMR 31.04(1).

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

5. Within one hundred eighty (180) days after Substantial Completion of the Project or, if later, within sixty (60) days of the date on which the Unit is rented, the Project Sponsor shall complete and deliver to the Municipality and to DHCD the Pro Forma section of the "One Stop Application," documenting the actual development costs of and income from the Project, prepared and signed by the Chief Financial Officer of the Project Sponsor. Substantial Completion shall be deemed to have occurred when construction of the Project is sufficiently complete so that the Unit may be occupied and amenities may be used for their intended purpose, except for designated punch list items and seasonal work which does not interfere with the residential use of the Project.

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

7. Prior to marketing or otherwise making the Unit available for rental, the Project Sponsor must obtain DHCD's approval of a marketing plan (the "Marketing Plan") for the Unit. Such Marketing Plan must describe the tenant selection process for the Unit and must set forth a plan for affirmative marketing of the Unit to minority households as more particularly described in the Regulations and Guidelines. The Marketing Plan may also include a preference for local residents, subject to all provisions of the Regulations and Guidelines. When submitted to DHCD for approval, the Marketing Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the tenant selection and local preference aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and DHCD directives reflecting the agreement between DHCD and the U.S. Department of Housing and Urban Development in the case of NAACP, Boston Chapter v. Kemp. **If the Project is located in the Boston-Cambridge-Quincy MA-NH Metropolitan Statistical Area, the Project Sponsor must list the Unit with the City of Boston's MetroList (Metropolitan Housing Opportunity Clearing Center), at Boston City Hall, Fair Housing Commission, Suite 966, One City Hall Plaza, Boston, MA 02201 (671-635-3321).** All costs of carrying out the Marketing Plan shall be paid by the Project Sponsor. A failure to comply

with the Marketing Plan by the Project Sponsor or by the Municipality shall be deemed to be a default of this Agreement. The Project Sponsor agrees to maintain for five years following the initial rental of the Unit and for five years following all future rentals, a record of all newspaper advertisements, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by DHCD which may be inspected at any time by DHCD. All Marketing Documentation must be approved by DHCD prior to its use by the Project Sponsor or the Municipality. The Project Sponsor and the Municipality agree that if at any time prior to or during the process of marketing the Unit, DHCD determines that the Project Sponsor, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Project Sponsor or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be reasonably determined by DHCD.

8. Neither the Project Sponsor nor the Municipality shall discriminate on the basis of race, creed, color, sex, age, handicap, marital status, national origin, 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 filed with the Middlesex South Registry District of the Land Court (hereinafter the "Registry of Deeds"), and the Project Sponsor shall pay all fees and charges incurred in connection therewith. Upon such filing, the Project Sponsor shall immediately transmit to DHCD and the Municipality evidence of such filing including the date and instrument number of the Agreement.

11. The Project Sponsor hereby represents, covenants and warrants as follows:

- (a) The Project Sponsor (i) is a corporation duly organized under Chapter 180 of the laws of The Commonwealth of Massachusetts, and is qualified to transact business under the laws of this State, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.
- (b) The execution and performance of this Agreement by the Project Sponsor (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and

(ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Project Sponsor is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

- (c) The Project Sponsor will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project (herein, the "Premises") free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Project the terms of which are approved by DHCD, or other permitted encumbrances, including mortgages referred to in paragraph 19, below). DHCD and the Municipality acknowledge that the permitted encumbrances include: (i) the Deed and Declaration of Restrictive Covenants filed with the Middlesex South Registry District of the Land Court on December 30, 2005 as Document No. 1398973, (ii) the Easement Quitclaim Deed to Weston Forest and Trail Association, Inc., filed with the Middlesex South Registry District of the Land Court on July 17, 2007 as Document No. 1449104, (iii) WPA Form 4B - Order of Resource Area Delineation (and Special Conditions attached thereto) filed with the Middlesex South Registry District of the Land Court on August 14, 2007 as Document No. 1451709; and (iv) other documents noted on Certificate of Title No. 235824, filed with the Middlesex South Registry District of the Land Court in Book 1313, Page 120, as of the date of this Agreement.
- (d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Project Sponsor, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.

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

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

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

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

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

DHCD:

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

Municipality:

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

Project Sponsor:

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

With a copy to:

Weston Affordable Housing Foundation, Inc.
c/o H. Kenneth Fish

19 Fairview Road
Weston, MA 02493-1633

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

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

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

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

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

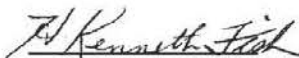
(b) If DHCD elects to terminate this Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this Section 18, then the Unit at the Project which has been included in the Subsidized Housing Inventory shall from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

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

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


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

Project Sponsor
Weston Affordable Housing Foundation, Inc.

By: 
H. Kenneth Fish
Its President

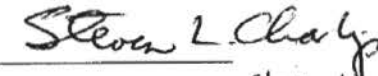
Department of Housing and
Community Development

By:


its Director *Catherine Racer /*

Municipality

By:


its _____ *Steven L. Charlip*
(Chief Executive Officer)

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

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Middlesex, ss.

April 1, 2008

On this 1st day of April, 2008, before me, the undersigned notary public, personally appeared H. Kenneth Fish, proved to me through satisfactory evidence of identification, which were MA Driver's license, to be the person whose name is signed on the preceding document, as President of Weston Affordable Housing Foundation, Inc., and acknowledged to me that he signed it voluntarily for its stated purpose.

Maria A. Foley
Notary Public
Commonwealth of Massachusetts
My Commission Expires
February 14, 2011

Maria A Foley
Notary Public
Print Name: Maria A Foley
My Commission Expires: 2/14/11

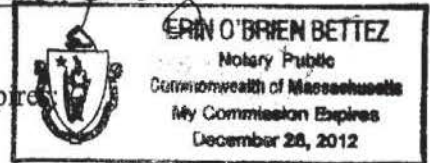
COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK, ss.

April 15, 2008.

On this 15th day of April, 2008, before me, the undersigned notary public, personally appeared Catherine Racer, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding document, as associate director for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Erin O'Brien Bettez
Notary public
Print Name:
My Commission Expires:



COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Middlesex, ss.

April 8, 2008

On this eighth day of April, 2008, before me, the undersigned notary public, personally appeared Steven K. Charlop, proved to me through satisfactory evidence of identification, which were personally known, to be the person whose name is signed on the preceding document, as Selectman Chair for the City/Town of Weston, and acknowledged to me that he/she signed it voluntarily for its stated purpose.



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

EXHIBIT A

Re: 45 Church Street
(Project name)
Weston, Massachusetts
(City/Town)
Weston Affordable Housing Foundation, Inc.
(Project Sponsor)

Property Description

Parcel No. 1 – A certain parcel of land situated in Weston, bounded and described as follows:

NORTHWESTERLY	by Church Street, 132.14 feet;
NORTHEASTERLY	by land now or formerly of Ralph Woodworth, Jr. et al, 305.00 feet;
SOUTHEASTERLY	by land now or formerly of Harry L. Bailey 22.56 feet;
SOUTHWESTERLY	by lot 1 shown on plan hereinafter mentioned 247.69 feet;
SOUTHEASTERLY	by lot 1 on said plan 113.11 feet; and
SOUTHWESTERLY	by land now or formerly of Elizabeth McAuliff 89.64 feet.

Said parcel is shown as lot 2 on said plan (Plan 22397B).

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 District of the Land Court for South Middlesex County in Registration Book 681 at Page 158, with Certificate 110308.

So much of said lot 2 as is included within the limits of the way, approximately shown on Plan filed in Registration Book 579, Page 179, is subject to rights of way as set forth in a grant made by Laura W. Richardson to Ralph Woodworth, Jr. et ux dated May 11, 1950, duly recorded in Book 7578 at Page 509.

See also Certificate of Title No. 194761.

Parcel No. 2 – A certain parcel of land situated in Weston bounded and described as follows:

NORTHWESTERLY	113.11 feet; and
NORTHEASTERLY	247.69 feet, by lot 2 as shown on Plan hereinafter mentioned;
SOUTHEASTERLY	57.79 feet; and
EASTERLY	137.19 feet, by land now or formerly of Harry L. Bailey;
SOUTHERLY	by land now or formerly of Margaret B. Owen, 194.32 feet; and

SOUTHWESTERLY

by land now or formerly of Elizabeth McAuliffe, 120.92 feet.

Said parcel is shown as lot 1 on said plan (Plan 22397B).

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 District of the Land Court for South Middlesex County in Registration Book 681, Page 158, with Certificate 110308.

So much of said parcel as is included within the limits of the way, approximately shown on said plan, is subject to rights of way as set forth in a grant made by Laura W. Richardson to Ralph Woodworth, Jr. et ux dated May 11, 1950, duly recorded in Book 7578, Page 509.

There is appurtenant to said parcel a right of way shown on Plan No. 15141E and over the ways shown on lot 2 on Plan No. 22397B more particularly set forth in Deed Document No. 388736.

See also Certificate of Title No. 194761

Parcels 1 and 2 being the same premises conveyed to Weston Affordable Housing Foundation, Inc. by Deed and Declaration of Restrictive Covenants of Clover Nicholas, filed with the Middlesex South Registry District of the Land Court on December 30, 2005 as Document No. **1398973**.

EXHIBIT B

Re: 45 Church Street
(Project name)
Weston, Massachusetts
(City/Town)
Weston Affordable Housing Foundation, Inc.
(Project Sponsor)

Initial Maximum Rents and Utility Allowances for the Unit

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

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

DOCUMENT 01470935

Southern Middlesex LAND COURT

REGISTRY DISTRICT

RECEIVED FOR REGISTRATION

On: Apr 25, 2008 at 03:51P

Document Fee:	75.00
Receipt Total:	\$375.00

NOTED ON: CERT 235824 BK 01313 PG 120

ALSO NOTED ON: