

**REGULATORY AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS
FOR
RENTAL PROJECT**

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this 3rd day of March, 2009 by and among the Town of Barnstable (the "Municipality" and "Monitoring Agent") and Barnstable Housing Authority, a duly organized Massachusetts Housing Authority, having an address at 146 South Street, Hyannis, MA 02601, and its successors and assigns ("Project Sponsor").

WITNESSETH:

WHEREAS, the Project Sponsor intends to purchase two rental housing units in a condominium development known as *Flagship Estates Condominium at 320 Stevens Street, Hyannis*, in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");

WHEREAS, such Project is to consist of a total number of 29 condominium dwellings (the "Units") and, in compliance with the Municipality's Inclusionary Housing Ordinance, 2 of the Units will be sold to the Project Sponsor and rented at rents specified in this Agreement to Eligible Tenants as specified in paragraph three of this Agreement (the "Low and Moderate Income Units"); and

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, the Municipality and the Project Sponsor hereby agree and covenant as follows:

1. Definitions. In this document, in addition to the terms defined above, the following words and phrases shall have the following meanings:

Applicable Foreclosure Price shall have the meaning set forth in Section 14(b) hereof.

Appropriate Size Household means a household containing a number of members equal to the number of bedrooms in the Property plus one.

Approved Capital Improvements means the documented commercially reasonable cost of extraordinary capital improvements made to the Property by the Project Sponsor; provided that the Monitoring Agent shall have given written authorization for incurring such cost prior to the cost being incurred and that the original cost of such improvements shall be discounted over the course of their useful life.

Area means the Primary Metropolitan Statistical Area or non-metropolitan area that includes the Municipality, as determined by HUD, which in this case is the Town of Barnstable.

Area Median Income means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median Income, the income statistics used by MassHousing for its low and moderate income housing programs shall apply.

Base Income Number means the Area Median Income for a four (4)-person household.

Chief Executive Officer shall mean the Mayor in a city or the Board of Selectmen in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter. At the time of the execution of this Agreement, the Town Manager is the Chief Executive Officer.

Eligible Purchaser means an individual or household earning no more than sixty five percent (65%) of Area Median Income and owning assets not in excess of the limit set forth in the Program Guidelines. To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser.

Foreclosure Notice shall have the meaning set forth in Section 14(a) hereof.

HUD means the United States Department of Housing and Urban Development.

Ineligible Purchaser means an individual or household not meeting the requirements to be eligible as an Eligible Purchaser.

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning seventy percent (70%) of the Area Median Income for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by DHCD for its Local Initiative Program or similar comprehensive permit program); and further provided that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Project Sponsor unless the Project Sponsor agrees to accept a lesser price.

Mortgage Satisfaction Amount shall have the meaning set forth in Section 14(b) hereof.

Mortgagee shall have the meaning set forth in Section 14(a) hereof.

Program Guidelines means the regulations and/or guidelines issued for the applicable Program and controlling its operations, as amended from time to time.

Term means in perpetuity unless earlier terminated as set forth in Section 14 hereof by the recording of a Compliance Certificate and a new Affordable Housing Restriction approved by the Municipality and executed by the purchaser in a form acceptable to the Municipality establishing a new term in perpetuity.

2. The Project Sponsor agrees to purchase two units in the Project that were constructed in accordance with plans and specifications approved by the Municipality (the "Plans and Specifications") and in accordance with all terms and conditions of the Regulatory Agreement, as amended. In addition, all Low and Moderate Income Units are indistinguishable from other Units in the Project from the exterior, and 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.

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

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

Studio units	- 250 square feet
One bedroom units	- 700 square feet
Two bedroom units	- 900 square feet
Three bedroom units	- 1200 square feet
Four bedroom units	- 1400 square feet

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

3. (a) Throughout the term of the this Agreement, each Low and Moderate Income Unit will be rented for no more than the rental rates set forth herein to an Eligible Tenant. An Eligible Tenant is a Family whose annual income does not exceed sixty-five percent (65%) 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 persons who will live regularly in the Low and Moderate Income Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable inter-dependent relationship; or an individual. The "Area" is defined as the Barnstable MSA/HMFA/Non-Metropolitan County.

(b) The monthly rents charged to tenants of Low and Moderate Income Units shall not exceed an amount equal to thirty percent (30%) of the monthly adjusted income of a Family whose gross income equals sixty-five percent (65%) of the median income for the Area, with adjustment for the number of bedrooms in the Unit, as provided by HUD. In determining the maximum monthly rent that may be charged for a Low and Moderate Income Unit under this clause, the Project Sponsor shall include an allowance for any utilities and services (excluding telephone) to be paid by the resident. Adjusted income shall be as defined in 24 C.F.R. 5.609 (or any successor or regulation) using assumptions provided by HUD. The initial maximum monthly rents and utility allowances for the Low and Moderate Income Units are set forth in Exhibit B attached hereto.

Annually as part of the annual report required under Subsection 3(c) below, the Project Sponsor shall submit to the Municipality a proposed schedule of monthly rents and utility allowances for all Low and Moderate Income Units in the Project. Such schedule shall be subject to the approval of the Municipality for compliance with the requirements of this Section. Rents for Low and Moderate Income Units shall not be increased without the Municipality's prior approval of either (i) a specific request by Project Sponsor for a rent increase or (ii) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by Project Sponsor to all affected tenants.

(c) Throughout the term of this Agreement, the Project Sponsor shall annually determine whether the tenant of each Low and Moderate Income Unit remains an Eligible Tenant. This determination shall be reviewed by the Municipality as provided in section 3(e), below. Any Low and Moderate Income Unit occupied by an Eligible Tenant at the commencement of occupancy shall be deemed a Low and Moderate Income Unit so long as (i) such unit continues to be rent restricted and (ii) the tenant's income does not exceed 140% of the Maximum Income. If the tenant's income exceeds 140% of the Maximum Income at the time of annual eligibility determination, his/her unit shall be deemed a Low and Moderate Income Unit until the expiration of the lease term at which point the lease of the tenant whose income exceeds 140% of the Maximum Income shall not be renewed and the unit shall be rented to an Eligible Tenant.

(d) The Project Sponsor shall enter into a written lease with each tenant of a Low and Moderate Income Units 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 or her designee shall annually certify that each of the Low and Moderate Income Units continues to be Low and Moderate Income Units as provided in section 3(c), above; and that the Project and the Low and Moderate Income Units have been maintained in a manner consistent with the Regulations and Guidelines and this Agreement.

4. The Project will be included in the Subsidized Housing Inventory upon the occurrence of one of the events described in 760 CMR 56.03(2).

5. The Low and Moderate income Units in the Project will be deemed low and moderate income housing and continue to be included in the Subsidized Housing Inventory in accordance with 760 CMR 56.03(2) for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Project Sponsor are in default hereunder; (2) the Project and each of the Low and Moderate Income Units remains a Low and Moderate Income Unit as provided in section), 3 above.

6. Prior to marketing or otherwise making available for rental any of the Units, the Project Sponsor must obtain the Municipality's approval of a marketing plan (the "Marketing Plan") for the Low and Moderate Income Units. The Marketing Plan is also subject to the requirements of the Department of Housing and Community Development ("DHCD") Comprehensive Permit Guidelines pertaining to the Subsidized Housing Inventory and Affirmative Fair Housing Marketing Plans. Such Marketing Plan must describe the tenant selection process for the Low and Moderate Income Units and must set forth a plan for affirmative marketing of Low and Moderate Income Units to minority households as more particularly described in the Regulations and Guidelines. 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 Low and Moderate Income Units, subject to all provisions of the Regulations and Guidelines. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders. All costs of carrying out the Marketing Plan shall be paid by the Project Sponsor. A failure to comply with the Marketing Plan by the Project Sponsor or by the Municipality shall be deemed to be a default of this Agreement. The Project Sponsor agrees to maintain for five years following the initial rental of the last Low and Moderate Income Unit and for five years following all future rentals, a record of all newspaper advertisements, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan. The Project Sponsor and the Municipality agree that if at any time prior to or during the process of marketing the Low and Moderate Income Units, the Municipality 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.

7. 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.

8. The Chief Executive Officer of the municipality shall have access during normal business hours to all books and records of the Project Sponsor in order to monitor the Project Sponsor's compliance with the terms of this Agreement.

9. Upon execution, the Project Sponsor shall immediately cause this Agreement and any amendments hereto to be recorded with the Registry of Deeds for the County where the Project is located or, if the Project consists in whole or in part of registered land, file this Agreement and any amendments hereto with the Registry District of the Land Court for the County where the Project is located (collectively hereinafter the "Registry of Deeds"), and the Project Sponsor shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Project Sponsor shall immediately transmit to the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

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

- (a) The Project Sponsor (i) is a Local Housing Authority duly organized under the laws of the Commonwealth of Massachusetts, and is qualified to transact business under the laws of this State, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.
- (b) The execution and performance of this Agreement by the Project Sponsor (i) will not violate or, as applicable, has not violated any provision of law, rule, or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Project Sponsor is a party or by which it is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.
- (c) There is not 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 affects its financial condition.

11. Except for rental of Units to Eligible Tenants as permitted by the terms of this Agreement, the Project Sponsor will not sell, transfer, lease, exchange, or mortgage the Project without the prior written consent of the Municipality.

12. 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.

13. All notice 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:

Municipality and Monitoring Agent:

Town of Barnstable
c/o John Klimm, Town Manager
367 Main Street
Hyannis, MA 02601-3907

With a copy simultaneously sent via facsimile with evidence of transmission to *Ruth J. Weil, Esq.* 508-862-4724.

Project Sponsor:

Barnstable Housing Authority
c/o Sandra J. Perry, Executive Director
146 South Street
Hyannis, MA 02601

With a copy simultaneously sent via facsimile with evidence of transmission to *Michael F. Schulz, Esq.* at 508-420-1536

14. Survival of Restrictions Upon Exercise of Remedies by Mortgagees. (a) The holder of record of any mortgage on the Property (each, a "Mortgagee") shall notify the Monitoring Agent, the Municipality and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the Monitoring Agent and the Municipality as set forth herein, and to the senior Mortgagee(s) as set forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Project Sponsor expressly agrees to delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Regulatory Agreement and Declaration of Restrictive Covenants ("Agreement").

(b) The Project Sponsor grants to the Municipality or its designee the right and option to purchase the Property upon receipt by the Municipality of the Foreclosure Notice. In the event that the Municipality intends to exercise its option, the Municipality or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance(s) of any note(s) secured by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Project Sponsor (the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to an Affordable Housing Restriction approved by the Municipality which the Project Sponsor hereby agrees to execute, to secure execution by the Municipality or its designee, and to record with the deed and the Maximum Resale Price shall be recalculated based on the price paid for the Property by the Municipality or its designee, but not greater than the Applicable Foreclosure Price. Said deed shall clearly state that it is made subject to an Affordable Housing Restriction which is made part of the deed.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Municipality and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty or any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption of unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Mortgagee's mortgage, and further subject to an Affordable Housing Restriction, as set forth below.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Municipality to reimburse the Community Development Block Grant (CDBG) and Community Preservation Act (CPA) funds in an

amount proportional to those utilized to purchase the unit after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Municipality is entitled to such excess. The legal costs of obtaining such judicial determination or agreement shall be deducted from the excess prior to payment to the Municipality. To the extent that the Project Sponsor 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 Project Sponsor hereby assigns its interest in such amount to the Mortgagee for payment to the Municipality.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed either as a homeownership or rental unit to an Eligible Purchaser or to an Ineligible Purchaser subject to an Affordable Housing Restriction approved by the Municipality which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed and the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. Such deed shall clearly state that it is made subject to an Affordable Housing Restriction which is made part of the deed.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to an Affordable Housing Restriction approved by the Municipality, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed. The Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. Said deed shall clearly state that it is made subject to an Affordable Housing Restriction which is made part of the deed.

(g) Upon satisfaction of the requirements contained in this Section 14, the Monitoring Agent shall issue a compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in this Section 14 hereof as conclusive evidence that the conveyance of the Property pursuant to this Section 14 is in compliance with the rights, restrictions, covenants and agreements contained in this Agreement.

(h) The Project Sponsor understands and agrees that nothing in this Agreement (i) in any way constitutes a promise or guarantee by MassHousing, DHCD, the Municipality or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of deficiency.

15. (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 and used in G.L. c. 184. This Agreement is made for the benefit of the Municipality, and the Municipality shall be deemed to be the holder of the affordable housing restriction created by this Agreement. The municipality 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.

(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 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.

16. The Project Sponsor agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request 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 other material information pertaining to the Property and the Project Sponsor's conformance with the requirements of the Comprehensive Permit, Program and Program Guidelines, as applicable.

17. Enforcement. (a) The rights hereby granted shall include the right of the Municipality and the Monitoring Agent to enforce this Agreement independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Property to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and the Monitoring Agent.

(b) Without limitation of any other rights or remedies of the Municipality and the Monitoring Agent, or their 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 Agreement, the Municipality and Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- (i) specific performance of the provisions of this Agreement;

- (ii) money damages for charges in excess of the Maximum Resale Price, if applicable;
- (iii) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the option to locate an Eligible Purchaser to purchase or itself purchase the Property from the Ineligible Purchaser on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Agreement; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.
- (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 Agreement in the absence of a Compliance Certificate, by an action in equity to enforce this Agreement; and
- (v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

(c) In addition to the foregoing, the Project Sponsor hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Project Sponsor or Project Sponsor's successors or assigns. The Project Sponsor hereby grants to the Monitoring Agent and the Municipality 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 in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Agreement against the Project Sponsor and to assert such a lien on the Property to secure payment by the Project Sponsor of such fees and expenses.

(d) The Project Sponsor for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent and the Municipality the right to take all actions with respect to the Property which the Monitoring Agent or Municipality may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Project to prevent, remedy or abate any violation of this Agreement.

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

BARNSTABLE HOUSING AUTHORITY

By: 
Sandra J. Perry, Executive Director

MUNICIPALITY

By: [Signature]
Name: John C. Klimm
Title: Town Manager

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

COMMONWEALTH OF MASSACHUSETTS

County of Barnstable ss,

On this 3rd day of March, 2009 before me, the undersigned notary public, personally appeared Sandra T. Perry, Executive Director, 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 Executive Director of the Barnstable Housing Authority [Project Sponsor], and acknowledged to me that he/she signed it voluntarily for its stated purpose.



[Signature]
Notary Public
My Commission Expires: 9/13/2013

COMMONWEALTH OF MASSACHUSETTS

County of Barnstable ss,

On this 3rd day of March, 2009 before me, the undersigned notary public, personally appeared John C. Klimm, Town Manager, proved to me through satisfactory evidence of identification, which were employer, to be the person whose name is signed on the preceding document, as Town Manager of the Town of Barnstable and acknowledged to me that he/she signed it voluntarily for its stated purpose.

[Signature]
Notary Public
My Commission Expires:



Consent to Regulatory Agreement

The undersigned being a holder of a mortgage on the above-described Project recorded with the Registry of Deeds in Book _____, Page _____, hereby consents to the execution and recording of this Agreement an to the terms and conditions hereof.

CAPE COD FIVE

By: _____
Name: _____
Title: _____

Consent to Regulatory Agreement

The undersigned being a holder of a mortgage on the above-described Project recorded with the Registry of Deeds in Book _____, Page _____, hereby consents to the execution and recording of this Agreement an to the terms and conditions hereof.

CAPE COD FIVE

By: Richard A. Guild
Name: RICHARD A. GUILD
Title: COMMERCIAL LOAN OFFICER

COMMONWEALTH OF MASSACHUSETTS

County of Barnstable ss,

On this 3rd day of March, 2007 before me, the undersigned notary public, personally appeared Richard A. Guild, 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 Commercial Loan Officer of the Cape Cod Five and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Margaret H. Zinna

Notary Public
My Commission Expires: Margaret Helen Zinna
NOTARY PUBLIC
My commission expires July 21, 2011

EXHIBIT A

Re: Flagship Estates Condominium
320 Stevens Street, Hyannis, MA 02601
Barnstable Housing Authority

Property Description

The Condominium Units A1 and B1, collectively hereinafter called "SUBJECT UNITS", in the Condominium known as Flagship Estates Condominium (the "CONDOMINIUM"), established by MASTER DEED recorded at the Barnstable County Registry of Deeds in Book, Page, as amended by Amended and Restated Master Deed dated January 25, 2008, and recorded with said Registry in Book 22624, Page 130 (the "Amendment") (hereinafter called the "MASTER DEED").

The post office address of the CONDOMINIUM is 320 Stevens Street, Hyannis, Barnstable County, Massachusetts 02601. The land is described in said MASTER DEED. This Deed, and the SUBJECT UNITS and the CONDOMINIUM, are subject to the provisions of Massachusetts General Laws Chapter 183A.

The SUBJECT UNITS are shown on the Master Plans and Building Floor Plans of the CONDOMINIUM filed at the Barnstable County Registry of Deeds in Plan Book 623, Pages 10-18, as amended by the Amendment, and the Verified Statement of a Registered Land Surveyor in the form required by Massachusetts General Laws, Chapter 183A, sections 8 and 9, is affixed to said Master Plans and Unit Plan.

SUBJECT UNIT A1 has an undivided 3.23(3.23%) PERCENT INTEREST and SUBJECT UNIT B1 has an undivided 2.7875(2.7875%) PERCENT INTEREST in the common areas and facilities of the CONDOMINIUM described in the MASTER DEED appertaining to the SUBJECT UNITS; and easements set forth in the MASTER DEED.

For title reference, see Deed from Ginsberg Asset Management, LLC to Flagship Estates Hyannis, LLC dated October 27, 2006 and recorded with the Barnstable County Registry of Deeds in Book 21472, Page 225.

EXHIBIT B

Re: Flagship Estates Condominium
320 Stevens Street, Hyannis, MA 02601
Barnstable Housing Authority

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

	<u>Rents</u>	<u>Utility Allowances</u> (1 BR / 2 BR)
Studio units	\$ 821	\$
One Bedroom units	\$ 882	\$ 140
Two Bedroom units	\$ 1061	\$ 182
Three Bedroom units	\$ 1217	\$
Four Bedroom units	\$ 1338	\$