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**THE ORCHARD AT COLD SPRING COMMONS CONDOMINIUM****MASTER DEED**

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**HAP, Inc.**, (hereinafter referred to as the "Declarant"), being the sole owner of the land at 55 North Main Street, Belchertown, Hampshire County, Massachusetts, described in Paragraph 1 below, does hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter referred to as the "Condominium"), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, and does hereby state that it proposes to create, and does hereby create, with respect thereto, a Condominium to be governed by and subject to the provisions of said Chapter 183A.

**1. Description of Land.**

The premises that constitute the Condominium consist of the land described on Exhibit A, which is attached hereto and is hereby incorporated herein by this reference and made a part hereof, (hereinafter the "Land") together with the buildings and improvements thereon. The Declarant hereby expressly reserves to itself and its successors-in-title and their nominees, for a period ending two (2) years next after the date on which this Master Deed is recorded, the easement, license, right and privilege to pass and re-pass by vehicle and on foot in, upon, over and to the common areas and facilities of the Condominium for all purposes, including but not limited to transportation of construction materials in order to complete work (if any) on the Condominium, provided that in the exercise of the rights reserved by the Declarant in this paragraph, the Declarant will not unreasonably affect the use and enjoyment of the common areas and facilities. Nothing in this paragraph shall be deemed to create any rights in the general public.

**2. Description of Buildings.**

There shall be a total of seven (7) buildings, each having 2 stories, (hereinafter "the Buildings") located on the Land above described. In total, there will be fourteen (14) residential units in the Buildings, thirteen (13) of which will be two-story

units in the Buildings, thirteen (13) of which will be two-story units and one (1) of which will be a one-story unit. The Buildings are described on Exhibit B which is attached hereto and is hereby incorporated herein by this reference and made a part hereof.

### **3. Description of Units.**

The designation of each Condominium unit (the "Units") in the Buildings, a statement of its location, approximate area, number of rooms, and the immediate common areas to which it has access, are on the Floor Plan filed herewith, and its proportionate interest in the common areas and facilities, are as set forth on Exhibit C, "Percentage Interest in Common Areas and Facilities of Units", annexed hereto.

The boundaries of each of the Units with respect to the floors, ceilings, walls, doors and windows thereof, are as follows:

(A) Floors: The plane of the upper surface of the concrete subflooring in the basement.

(B) Ceilings: The plane of the bottommost surface of the ceiling joists of the uppermost floor and other structural members appurtenant to such ceiling joists.

(C) Interior Walls: The plane of the interior surface of the wall studs or furring facing such Unit, and the plane of the interior surface of the concrete wall in the basement.

(D) Exterior Walls, Doors, and Windows: As to walls, the plane of the interior surface of the wall studs or furring facing such Unit; as to doors, the exterior surface thereof, including the door glass and door frames; and as to windows, the exterior surface of the glass and of the window frames.

### **4. Description of Common Areas and Facilities.**

The common areas and facilities of the Condominium (the "Common Elements") consist of the entire Condominium, including all parts of the Buildings other than the Units, and include, without limitation, the following:

(A) The Land above described, together with the benefit of and subject to all rights, easements, restrictions and agreements of record, insofar as in force and applicable.

(B) The foundation, structural elements, joists, supports, exterior walls, roof, bulkheads, concrete air conditioner pads and common walls within the Buildings (provided that the Unit owners shall be given an exclusive easement over the bulkheads and air conditioners pursuant to Article VIII, Section 1 of the Condominium Trust).

(C) Installations of central services including all equipment attendant thereto (but not including equipment servicing a single Unit such as furnaces, oil tanks, water heaters and air conditioners).

(D) All facilities for the furnishing of utility services or waste removal which are contained in portions of the Buildings contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Buildings other than the Unit within which such facilities are contained.

(E) The parking areas for the Buildings; provided, however, that the owner(s) of each Unit shall have the exclusive use of two (2) parking spaces adjacent to such Unit, the location of which are to be depicted on the Unit Deed Plans.

(F) Each Unit Owner shall have the exclusive use of the porch and the deck identified on the Floor Plans with the same number as the corresponding Unit number.

(G) The yards, lawns, walkways, roadways and the improvements thereon and thereof; provided however that the Condominium Trust shall have the authority (but not the obligation) to grant, from time to time, an exclusive license or licenses to Unit Owners for the purpose of patio areas, planting or gardening in such areas adjacent to individual Units as may be designated for said purpose upon terms and conditions to be established by the Trustees of the Condominium Trust.

(H) All heating equipment and other apparatus and installations existing in the Buildings for the common use, or necessary or convenient for the existence, maintenance or safety of the Buildings.

(I) Each Unit Owner shall be entitled to an undivided beneficial interest in the Common Elements in the percentages shown on Exhibit C, "Percentage Interest in Common Areas and Facilities of Units" and such additional common areas and facilities as may be defined in Chapter 183A.

#### **5. Floor Plans.**

Simultaneously with the recording hereof and incorporated herein by reference, there has been recorded with the Hampshire County Registry of Deeds in Plan Book       201      , Pages 64 to 106, a set of floor plans of the Building, entitled "The Orchard at Cold Spring Commons" (hereinafter referred to as The "Floor Plans").

#### **6. Use of Buildings and Units.**

The Buildings and each of the Units are intended only for residential purposes by not more than one family unit nor more than two (2) unrelated persons per bedroom; provided, however, that any of the Units may also be used as an office and/or artist's studio but only accessory to such residential use and only if and to the extent such accessory office and/or artist's studio use is permitted by applicable zoning laws; and

No unit shall be used or maintained in a manner inconsistent with the Bylaws of the Condominium Trust and the rules and regulations from time to time adopted pursuant thereto; and

Notwithstanding the foregoing, until the Declarant or its successors-in-title or their nominees have sold and conveyed all of the Units, the Declarant and its successors-in-title or their nominees may use one of more Units for a sales office or model.

#### **7. Provisions for the Protection of Mortgagees**

Notwithstanding anything in this Master Deed or in the Condominium Trust and By-Laws to the contrary, the following provisions shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

(A) In the event that the Unit Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

(i) Foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or

(ii) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or

(iii) Sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (i) and (ii) above.

(B) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust.

(C) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee;

(D) Any and all common expenses, assessments and charges that may be levied by the Trust in connection with unpaid expenses or assessments shall be subordinate to the rights of any First Mortgagee pursuant to its mortgage on any Unit to the extent permitted by applicable law;

(E) A lien for common expenses assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer. However, any such delinquent assessments which are extinguished pursuant to the foregoing provision may be reallocated and assessed to all Units as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any assessments made thereafter.

(F) Unless at least two-thirds (2/3) of the First Mortgagees have given their prior written approval, neither the Unit Owners nor the Trustees of the Condominium Trust shall be entitled to:

(i) By act or omission, seek to abandon or terminate the Condominium except in the event of substantial destruction of the Condominium premises by fire or other casualty or in the case of taking by condemnation or eminent domain;

(ii) Change the pro-rata interest or obligation of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro-rata share of ownership of each Unit in the Common Elements; or

(iii) Partition or subdivide any Unit; or

(iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium and the exercise of other actions with respect to granting of special rights of use or easements of Common Elements contemplated herein or in the Condominium Trust shall not be deemed an action for which any prior approval of a First Mortgagee shall be required under this Subsection; and further provided that the granting of rights by the Trustees of the Condominium Trust to connect adjoining Units shall require the prior approval of only the mortgagees of the Units to be connected; or

(v) Use hazard insurance proceeds for losses to any property of the Condominium (whether of Units or Common Elements) for other than the repair, replacement or reconstruction of such property of the Condominium, except as provided by statute in case of taking of or substantial loss to the Units and/or Common Elements of the Condominium.

(G) To the extent permitted by law, all taxes, assessments and charges which may become liens prior to a first mortgage

under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

(H) In no case shall any provision of the Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Elements of the Condominium;

(I) A First Mortgagee, upon request to the Trustees of the Condominium Trust, will be entitled to:

(i) Written notification from the Trustees of the Condominium Trust of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Condominium Trust which is not cured within sixty (60) days;

(ii) Inspect the books and records of the Condominium Trust at all reasonable times;

(iii) Receive at its own expense an audited annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;

(iv) Receive written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings;

(v) Receive prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a first mortgage or proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities of the Condominium;

(vi) Receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium Trust; and

(vii) Receive written notice of any action which requires the consent of a specified percentage of eligible

mortgagees.

The Declarant intends that the provisions of this paragraph shall comply with the requirements of the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this section may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Registry of Deeds in accordance with the requirements of this Master Deed.

#### **8. Amendment of Master Deed.**

This Master Deed may be amended by an instrument in writing (i) signed and acknowledged in proper form for recording by the Owners of Units entitled to not less than seventy-five (75%) percent of the undivided interests in the Common Elements and (ii) signed and acknowledged in proper form for recording by not less than fifty-one (51%) percent (except in cases where a higher percentage is required by the Bylaws of the Condominium Trust) of the First Mortgagees (based upon one vote for each mortgage owned), but only if such amendment would materially affect the rights of any First Mortgagee; and (iii) signed and acknowledged in proper form for recording by a majority of the Trustees of the Condominium Trust; and (iv) duly recorded in the Hampshire County Registry of Deeds, provided, however that:

Pursuant to the provisions of Chapter 87 of the Acts of 1987, the percentage of the undivided interest of each Unit Owner in the Common Elements shall not be altered without the consent of all Unit Owners whose percentage of the undivided interest is affected, expressed in an amended Master Deed duly recorded; and no instrument of amendment that alters the dimensions of any Unit shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the Owner or Owners and mortgagee or mortgagees of the Units so altered; and

No instrument of amendment that alters this Master Deed in any manner contrary to or inconsistent with the provisions of Massachusetts General Laws, Chapter 183A, shall be of any force or effect.



Notwithstanding any other provisions of this Section 8, no amendment of this Master Deed shall be made if such amendment would contravene the provisions of the Bylaws of the Condominium Trust.

Notwithstanding anything to the contrary herein, so long as the Declarant owns any Unit in the Condominium, the Declarant shall have the right, at any time, and from time to time, to amend this Master Deed without the consent of any other Unit Owners or any of the Trustees of Condominium Trust, to meet the requirements of any governmental or quasi-governmental body or agency, or the requirements of any insurance company or insurance underwriting office or organization, or the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the secondary mortgage market, or any lender, or to correct typographical or clerical errors, or to cure any ambiguity, inconsistency or formal defect or omission.

**9. Name of Condominium.**

The Condominium is to be known as "The Orchard at Cold Spring Commons Condominium". A trust (the "Condominium Trust") through which the Unit Owners will manage and regulate the Condominium has been formed pursuant to said Chapter 183A. The name of the Condominium Trust is "The Orchard at Cold Spring Commons Condominium Trust". The names and addresses of the original and present initial Trustees of the Condominium Trust are:

Michelle M. McAdaragh, 40 Woodlawn Street, South Hadley, MA 01075  
Beverly Ann Barry, 921 West Street, Ludlow, MA 01056  
James R. Reis, 108 Coles Meadow Road, Northampton, MA 01060

The Condominium Trust contains by-laws enacted pursuant to said Chapter 183A ("By-laws"). The mailing address of the Condominium Trust is

**10. Determination of Percentages in Common Elements.**

The percentages of interest of the respective Units in the Common Elements have been determined upon the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all of the Units on this date.

### **11. Encroachments.**

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of: (a) settling of a Building, or (b) alteration or repair to the Common Elements, or (c) as a result of repair or restoration of a Building or a Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as such Building stands.

### **12. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines, and other Common Elements Located Inside of Units.**

There will be excluded from the conveyance of each of the Units so much of the Common Elements as is located within each Unit. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his/her Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Condominium Trustees shall have a right of access to each Unit to inspect the same, to remove violations therefrom, and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building.

### **13. Units Subject to Master Deed, Unit Deed, Declaration of Trust, and Rules and Regulations.**

All present and future owners, tenants, visitors, servants, and occupants of Units shall be subject to, and shall comply with, the provision of the Master Deed, the Unit Deed, the Condominium Trust, and the Rules and Regulations annexed to the Condominium Trust, as they may be amended from time to time, and the items affecting the title to the Condominium as set forth in Paragraph 1 above. The recordation of a deed or the entering into occupancy of any Unit shall constitute an agreement that: (a) the provisions of this Master Deed, the Unit Deed, the Condominium Trust, the Rules and Regulations annexed to the

Condominium Trust, and the Floor Plans of the Condominium recorded simultaneously with and as a part of this Master Deed, as the foregoing may be amended from time to time, and the said items affecting title to the Condominium, are accepted and ratified by such owner, tenant, visitor, servant, occupant, or any person having at any time any interest or estate in the Unit, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof; and (b) a violation of the provisions of this Master Deed, the Unit Deed, Condominium Trust, or Rules and Regulations by any such person shall be deemed a substantial violation of the duties of the Condominium Unit Owner.

#### **14. Sale, Rental and Mortgaging of Units.**

The Declarant reserves to itself and its successors and assigns (a) the right to sell, rent or mortgage Units to any purchaser, lessee or mortgagee upon such terms and conditions as it may deem acceptable without procuring the consent of other Unit Owners or of the Condominium Trustees; (b) the right to transact any business within the Condominium to accomplish the foregoing; and (c) the right to use any Units owned by the Declarant as models for display for the purpose of selling or leasing Units. In the event that there are unsold Units, the Declarant shall have the same rights, as owner of unsold Units, as any other Unit Owner.

#### **15. Invalidity.**

The invalidity of any provision of this Master Deed shall not be deemed to impair or affect the validity of the remainder of this Master Deed, and in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

#### **16. Waiver.**

No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

**17. Captions.**

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

**18. Conflicts.**

This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

**19. Unit Deed Riders**

Notice is hereby given that the sale of the property is subject to certain restrictions. The Unit Deed Riders containing said restrictions are attached hereto and made a part hereof as Exhibit D.

**WITNESS** the execution hereof, under seal, this 4<sup>th</sup> day of August, 2004.

HAP, Inc.

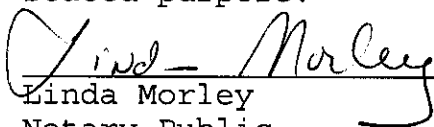
Dina Morley  
witness

By: Ellen Hatzakis  
Ellen Hatzakis  
Its: Associate Executive Director  
for Finance

COMMONWEALTH OF MASSACHUSETTS

County of Hampden

On this 4<sup>th</sup> day of August, 2004, before me, the undersigned notary public, personally appeared Ellen Hatzakis, Associate Executive Director for Finance of HAP, Inc., and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

  
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Linda Morley  
Notary Public

My Commission Expires: 9/10/2010



## EXHIBIT "A"

The parcel of land as shown on a Plan of land entitled "For Arclair Builders, drawn by Hill Engineers, Architects, Planners, dated May 14, 1993," and recorded in the Hampshire County Registry of Deeds in Book of Plans 175, Page 153, which Plan may be seen for a more particular description of the premises. The premises described conveyed is described as follows:

Beginning at an iron pin, which pin marks the Southeasterly corner of the premises conveyed, as shown on said Plan; thence

South 88° 55' 05" West	a distance of forty-six and 96/100 (46.96) feet to a point; thence
South 81° 51' 56" West	a distance of eighty-three and 28/100 (83.28) feet to a point; thence
South 83° 30' 19" West	a distance of sixty-five and 95/100 (65.95) feet to a point; the last three (3) courses running along land now or formerly of Richard O. Kimball; thence continuing
South 83° 03' 45" West	a distance of forty-nine and 71/100 (49.17) feet to a point; thence
South 82° 26' 47" West	a distance of one hundred forty-four and 87/100 (144.87) feet to an iron pin; thence
South 84° 17' 17" West	a distance of one hundred twenty-one and 81/100 (121.81) feet to a point; thence
South 77° 58' 32" West	a distance of three hundred eighty-three and 49/100 (383.49) feet to a point which marks the Southwesterly corner of the premises conveyed; the last four (4) courses running along land now or formerly of Harvey A. and Agnes J. Sampson; thence
North 17° 54' 17" West	a distance of one hundred fifty-two and 15/100 (152.15) feet to a point; thence
North 16° 19' 09" West	a distance of sixty-seven and 33/100 (67.33)

	feet to a point; thence
North 21° 16' 50" West	a distance of sixty-nine and 20/100 (69.20) feet to a point; thence
North 19° 21' 21" West	a distance of one hundred thirty-five and 30/100 (135.30) feet to a point; thence
North 16° 31' 34" West	a distance of ninety and 38/100 ( 90.38) feet to a point on the Southerly side of Old Clark Road; thence
North 13° 06' 37" West	a distance of twelve and 28/100 (12.28) feet along Old Clark Road, to a point; thence
North 76° 53' 23" East	along Old Clark Road a distance twenty-eight and 51/100 (28.51) feet to a point; thence
North 13° 06' 37" West	along Old Clark Road a distance of twelve and 28/100 (12.28) feet; thence
North 23° 21' 23" West	a distance of two hundred seventeen and 34/100 (217.34) feet to a point; thence
North 22° 23' 39" West	a distance of forty-five and 70/100 (45.70) feet to a point; thence
North 21° 25' 59" West	a distance of sixty-nine and 88/100 (69.88) feet to a point which marks the Northwesternly corner of the premises conveyed; the last three (3) courses along land now or formerly owned by Harold F. Tucker; thence
North 60° 34' 08" East	a distance of two hundred sixteen and 73/100 (216.73) feet to a point marked by a drill hole; thence
South 34° 40' 47" East	a distance of ninety-four and 00/100 (94.00) feet to an iron pin; thence
North 66° 20' 30" East	a distance of four hundred sixteen and 39/100 (416.39) feet to a point at land now or formerly owned by Hsiao; the last three

	(3) courses of land running along land now or formerly owned by Ruth E. and Joseph J. Kempkes, Jr.; thence along land now or formerly owned by said Hsiao
South 19° 13' 01" East	a distance of one hundred ten and 86/100 (110.86) feet to a point; thence
South 33° 51' 27" East	a distance of four hundred ninety-five and 99/100 (495.99) feet to a point; thence
South 30° 16' 45" East	a distance of thirty-nine and 70/100 (39.70) feet to a point; thence
South 31° 05' 28" East	a distance of one hundred eight and 54/100 (108.54) feet to a point; thence
South 29° 41' 15" East	a distance of one hundred sixty-eight and 27/100 (168.27) feet to a point; thence
South 30° 38' 49" East	a distance of one hundred nine and 94/100 (109.94) feet to an iron pin located at the point of beginning; the last four (4) courses running along land now or formerly of Phyllis N. Flaherty.

The grantor herein conveys together with the premises described herein all rights, easements and appurtenances reserved to the Grantor in the Master Deed establishing the Cold Spring Common Condominium recorded in the Hampshire County Registry of Deeds in Book 3432, Page 308 and the Declaration of Trust as recorded in the Hampshire County Registry of Deeds in Book 3433, Pages 1-58, including but not limited to those items expressly reserved in Paragraph 8, 8-1, 9 and 10, of said Master Deed.

Subject to Roadway Maintenance Agreement dated June 2, 2003 and recorded in Book 7955, Page 44 of the Hampshire County Registry of Deeds.

Being the same premises conveyed to HAP, Inc., by deed of Tofino Associates, Inc., dated June 2, 2003, and recorded in Book 7247, Page 148 of the Hampshire County Registry of Deeds.



<b>Exhibit B</b>						
<b>UNIT DESCRIPTION</b>						
<b>Unit #</b>	<b>No. of Rooms</b>	<b>Design of rooms</b>	<b>Sq. Ft.</b>	<b>No. of Stories</b>	<b>No. of Units in Building</b>	<b>Construction Material</b>
40	4/1.5 Baths + FB	L/D,K 2BR	1098	2	2	Wood Frame
41	6/1.5 Baths + FB	L,D,K 3BR	1266	2	2	Wood Frame
42	6/1.5 Baths + WB	L,D,K 3BR	1430	2	2	Wood Frame
43	6/1.5 Baths + WB	L,D,K 3BR	1430	2	2	Wood Frame
44	4/1.5 Baths + WB	L/D,K 2BR	1098	2	2	Wood Frame
45	6/1.5 Baths + WB	L,D,K 3BR	1266	2	2	Wood Frame
46	6/1.5 Baths + FB	L,D,K 3BR	1286	2	2	Wood Frame
47	6/1.5 Baths + FB	L,D,K 3BR	1286	2	2	Wood Frame
48	5/1 Bath + FB	L,D,K 2BR	1115	1	2	Wood Frame
49	6/1.5 Baths + FB	L,D,K 3BR	1264	2	2	Wood Frame
50	6/1.5 Baths + FB	L,D,K 3BR	1430	2	2	Wood Frame
51	6/1.5 Baths + FB	L,D,K 3BR	1430	2	2	Wood Frame
52	6/1.5 Baths + FB	L,D,K 3BR	1286	2	2	Wood Frame
53	6/1.5 Baths + FB	L,D,K 3BR	1286	2	2	Wood Frame
		L = Living Room				
		D = Dining Room				
		L/D = Living Room/Dining Area				
		K = Kitchen				
		BR = Bedroom				
		FB = Full Basement				
		WB = Walk-out Basement				

<b>Exhibit B</b>	
<b>UNIT DESCRIPTION</b>	
<b>Unit #</b>	<b>Immediately Accessible Common Area</b>
40	PORCH, DECK, DRIVEWAY, BULKHEAD, LAND, CONCRETE AIR CONDITIONING PAD
41	PORCH, DECK, DRIVEWAY, BULKHEAD, LAND, CONCRETE AIR CONDITIONING PAD
42	PORCH, DECK, DRIVEWAY, LAND, CONCRETE AIR CONDITIONING PAD
43	PORCH, DECK, DRIVEWAY, LAND, CONCRETE AIR CONDITIONING PAD
44	PORCH, DECK, DRIVEWAY, LAND, CONCRETE AIR CONDITIONING PAD
45	PORCH, DECK, DRIVEWAY, LAND, CONCRETE AIR CONDITIONING PAD
46	PORCH, DECK, DRIVEWAY, BULKHEAD, LAND, CONCRETE AIR CONDITIONING PAD
47	PORCH, DECK, DRIVEWAY, BULKHEAD, LAND, CONCRETE AIR CONDITIONING PAD
48	PORCH, DECK, DRIVEWAY, BULKHEAD, LAND, CONCRETE AIR CONDITIONING PAD
49	PORCH, DECK, DRIVEWAY, BULKHEAD, LAND, CONCRETE AIR CONDITIONING PAD
50	PORCH, DECK, DRIVEWAY, BULKHEAD, LAND, CONCRETE AIR CONDITIONING PAD
51	PORCH, DECK, DRIVEWAY, BULKHEAD, LAND, CONCRETE AIR CONDITIONING PAD
52	PORCH, DECK, DRIVEWAY, BULKHEAD, LAND, CONCRETE AIR CONDITIONING PAD
53	PORCH, DECK, DRIVEWAY, BULKHEAD, LAND, CONCRETE AIR CONDITIONING PAD

**EXHIBIT C**

<b>Undivided Interest in the Common Areas and Facilities (The Beneficial Interest)</b>		
<b><u>Unit #</u></b>		<b><u>Undivided Interest</u></b>
40		6.11%
41		7.04%
42		7.96%
43		7.96%
44		6.11%
45		7.04%
46		7.16%
47		7.16%
48		6.20%
49		7.03%
50		7.96%
51		7.96%
52		7.16%
53		7.16%

EXHIBIT D

Deed Rider for AHTF Units

DEED RIDER  
(SINGLE-FAMILY)  
(RESALE/RECAPTURE)

(annexed to and made part of that certain deed (the "Deed") from HAP, Inc. ("Grantor") to \_\_\_\_\_ ("Grantee") dated \_\_\_\_\_, \_\_\_\_.)

**BACKGROUND**

A. The Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development under the Affordable Housing Trust Fund Statute, M.G.L. c. 121D, by the Massachusetts Housing Finance Agency as administrator (the "AHTF"), has provided financing in the amount of \$700,000 to the Grantor in connection with the acquisition of the land, the construction of 14 condominium units thereon (the "Project") and the sale of one condominium unit (the "Unit") to the Grantee, which financing includes funds to reduce the Grantee's purchase price in the amount of \$30,000 (the "Assistance Amount").

B. As a result of such financial assistance, Grantor is conveying the Unit to the Grantee at a consideration that may be less than the fair market value of the Unit;

C. In consideration of the granting of such financial assistance, AHTF has required that the Grantor impose a deed restriction on the Grantee and any successor owner of the Unit (each, an "Owner") providing for recapture of some or all of the financial subsidy and resale to an eligible family in certain circumstances.

NOW THEREFORE, as further consideration from the Grantee to the Grantor and AHTF for the financial assistance, the Grantee hereby agrees that the Unit shall be subject to the following rights and restrictions which are hereby imposed for the benefit of, and shall be enforceable by AHTF or its successors, assigns, agents and designees.

1. Right of Refusal/Recapture: If an Owner shall desire to sell, dispose of or otherwise convey the Unit, or any portion thereof prior to the thirtieth anniversary of the date of this Deed Rider, the Owner shall notify AHTF and the Grantor in writing of the Owner's intention so to convey the Unit ("Notice"). The Notice shall set forth the amount of secured

debt on the Unit, the total amount of principal payments made by the Owner on the secured debt and a description of the nature and cost of any capital improvements to the Unit, the cost of which the Owner wishes to recover (together with supporting documentation). The Notice shall be accompanied by an appraisal of the fair market value of the Unit (assuming the Unit is free of all restrictions set forth herein) acceptable to AHTF prepared by a real estate appraiser acceptable to AHTF and qualified to appraise property for secondary mortgage markets and recognized as utilizing acceptable professional standards in Massachusetts. The Grantor shall thereafter have the right, exercisable by written notice ("Grantor's Notice") given to the Owner within thirty (30) days after the giving of the Notice by the Owner (with a copy to AHTF), either to purchase the Unit at the Base Price (as defined below) or to proceed to locate an eligible purchaser of the Unit. The Grantor's Notice shall set forth Grantor's computation of the Base Price. If the Grantor's Notice states that the Grantor is not exercising such right or if the Grantor fails to give the Grantor's Notice within said thirty (30) days, then AHTF shall thereafter have the right, exercisable by written notice ("AHTF's Notice") given to the Owner within forty (40) days after the giving of the Notice by the Owner, either to purchase the Unit at the Base Price or to proceed to locate an eligible purchaser of the Unit. AHTF's Notice shall set forth AHTF's computation of the Base Price.

For the purposes of this Deed Rider, an "eligible purchaser" shall mean a First-time Homebuyer. A "First-time Homebuyer" shall mean an individual or an individual and his or her spouse whose family is a Qualified Family and who have not owned a home during the 3-year period before the purchase of a unit at the Unit, except that (1) any individual who is a displaced homemaker may not be excluded from consideration as a First-time Homebuyer under this definition on the basis that the individual, while a homemaker, owned a home with his or her spouse or resided in a home owned by the spouse; (2) any individual who is a single parent may not be excluded from consideration as a first-time homebuyer under this definition on the basis that the individual, while married, owned a home with his or her spouse or resided in a home owned by the spouse and (3) an individual may not be excluded from consideration as a first-time homebuyer on the basis that the individual owns or owned, as a principal residence during the 3-year period before the purchase of a home, a dwelling unit whose structure is: (i) not permanently affixed to a permanent foundation in accordance with local or other applicable regulations; or (ii) not in compliance with State, local, or model building codes, or other applicable codes, and cannot be brought into compliance with such codes for less than the cost of constructing a permanent structure. A "Qualified Family" shall mean a Family whose annual income is less than one hundred percent (100%) of the median income for the Area (as defined below) based on family size as determined by the U.S. Department of Housing and Urban Development ("HUD"), and who is ready and willing to purchase the Unit within ninety (90) days after the Owner gives the Notice. A "Family" is defined in 24 C.F.R. §5.403 (or any successor regulation). The "Area" is defined as the Springfield MSA. A Family's annual income shall be the anticipated total income from all sources received by the Family head and spouse (even if temporarily absent) and by each additional member of the Family (other than children under the age of 18 years),

including all net income derived from assets for the 12-month period following the effective date of certification of income. Annual Income specifically includes and excludes certain types of income as set forth in, and shall be determined in accordance with, 24 C.F.R. Part 813 (or any successor regulations).

The "Base Price" shall equal the sum of (v) the cost of the appraisal delivered with the Notice, (w) the purchase price paid by the Owner, (x) the documented total cost of capital improvements made by the Owner, which costs shall be subject to approval by AHTF, in AHTF's sole discretion, at the time of the sale or transfer, (y) excise taxes incurred by the Owner in connection with the sale of the Unit and (z) a return on the Owner's investment equal to the product of (i) the sum of the Owner's original downpayment plus one-half of the aggregate of regular principal payments made by the Owner on the allowable secured debt on the Unit multiplied by (ii) a fraction, the numerator of which shall be the Price Index for the last month preceding the Notice minus the Price Index for the month preceding the Owner's purchase of the Unit and the denominator of which shall be the Price Index for the month preceding the Owner's purchase of the Unit. The "Price Index" shall mean the "Consumer Price Index for Urban Wage Earners and Clerical Workers, All Items (November 1982 = 100)" published by the Bureau of Labor Statistics of the United States Department of Labor or any comparable successor or substitute index designated by AHTF appropriately adjusted. In the event the Price Index ceases to use the November 1982 index of 100 as the basis of calculation or if a substantial change is made in the terms or number of items contained in the Price Index, then the Price Index shall be adjusted to the figure that would have been arrived at had the manner of computing the Price Index in effect at the date of this Deed Rider not been changed.

If Grantor or AHTF elects to purchase the Unit, the Closing (as defined below) shall occur within 90 days after the date the Notice is given.

In the event either the Grantor or AHTF timely notifies the Owner of the intention to locate an eligible purchaser, Grantor or AHTF, as the case may be, may locate an eligible purchaser who shall purchase the Unit at the Base Price within one hundred thirty-five (135) days after the date the Notice is given. If more than one eligible purchaser is located, Grantor or AHTF as the case may be, shall conduct a lottery or other like procedure approved by AHTF in AHTF's sole discretion to determine which eligible purchaser shall be entitled to the conveyance of the Unit. If for any reason an eligible purchaser is unprepared to close within the required time set forth above, the Grantor or AHTF, as the case may be, shall also have the right to purchase the Unit at the Base Price within such required time.

If neither Grantor nor AHTF timely elects to purchase the Unit and/or to locate an eligible purchaser, the Owner may, subject to the final paragraph of this Section 1, convey the Unit to any third party at fair market value, free and clear of all restrictions set forth in this Deed Rider. The transferee of the Unit, whether Grantor or AHTF, an eligible purchaser or a third party, is referred to herein as a "Transferee". If Grantor elects to locate an eligible

purchaser or to purchase the Unit, but fails to locate an eligible purchaser who timely purchases the Unit and the Grantor does not itself timely purchase the Unit, then, and only in such circumstances, AHTF without any additional notice to the Owner, shall have an additional 10 days to purchase the Unit at the Base Price. If AHTF does not elect to purchase the Unit within such ten (10) days, the Owner may convey the Unit to any third party at fair market value, free and clear of all restrictions set forth in this Deed Rider. If AHTF elects to locate an eligible purchaser or to purchase the property, but fails to locate an eligible purchaser who timely purchases the Unit and AHTF does not itself timely purchase the Unit, then the Owner may convey the Unit to any third party at fair market value, free and clear of all restrictions contained in this Deed Rider. The sale price to a third party shall be subject to AHTF's approval, with due consideration given to the value set forth in the appraisal accompanying the Notice. AHTF's approval of the sale price shall be evidenced by its issuance of a Compliance Certificate (as defined below). Upon the recording of a Compliance Certificate, the provisions of this Deed Rider shall terminate.

All conveyances hereunder shall be by a good and sufficient quitclaim deed conveying good and clear record and marketable title to the Unit free and clear of 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 Grantor to Grantee, (v) the provisions of Chapter 183A, and the master deed and bylaws of the condominium of which the Unit is a part, and (vi) such additional easements, restrictions, covenants and agreements of record as to which the Transferee consents, such consent not to be unreasonably withheld or delayed. In addition, any conveyance to an eligible purchaser or to the Grantor prior to the thirtieth anniversary of the date hereof shall be made subject to all the terms and conditions of this Deed Rider. The Grantee shall deliver to AHTF a draft of the Deed within five (5) days of Closing so that AHTF can determine that such Deed complies with the terms set forth in this Deed Rider.

Said deed shall be delivered and the purchase price paid (the "Closing") at the Registry of Deeds in the county where the Unit is located, or at the option of the Transferee, exercised by written notice to the Owner at least five (5) days prior to the delivery of the deed, at such other place as the Transferee may designate in said Notice. Any Transferee other than an eligible purchaser shall have the right to name a nominee at least five (5) days prior to the delivery of the deed. The Closing shall occur at such time and on such date as shall be specified in a written notice from the eligible purchaser (or Grantor if Grantor is purchasing the Unit, or AHTF if AHTF is purchasing the Unit) to the Owner, which date shall be at least five (5) days after the date on which such notice is given, and within the relevant time period specified herein for Closing.

To enable the Owner to make conveyance as herein provided, the Owner may if he or she so desires 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.

Water and sewer use 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 Transferee.

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

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

(a) pay over or assign to the Transferee on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award, less any amounts reasonably expended by the Owner for any partial restoration, or

(b) if a holder of a mortgage on the Unit shall not permit the insurance proceeds or the condemnation award or a part thereof to be used to restore the Unit to its former condition or to be so paid over or assigned, give to the Transferee 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 Owner for any partial restoration.

In the case of a sale to a third party other than an eligible purchaser, the Owner may convey the Unit free of all restrictions set forth herein, provided, however, that the "Recapture Amount" shall be immediately and directly paid to AHTF. The "Recapture



Amount" shall equal the greater of (x) the Assistance Amount reduced by one thirtieth for each full year elapsed from the date of this Deed Rider until the date of such sale or transfer and (y) fifty percent (50%) of the amount by which the Net Proceeds (as defined below) exceed the sum of the Owner's downpayment for the Unit plus the total amount of principal payments made by the Owner on any allowable secured debt on the Unit plus the documented total cost of capital improvements made by the Owner to the Unit, which costs shall be subject to approval by AHTF, in AHTF's sole discretion, at the time of the sale or transfer. In no event, however, will the Recapture Amount be greater than the amount (the "Net Proceeds") by which the resale price of the Unit exceeds the sum of the total amount of allowable secured debt on the Unit plus broker's fees, recording costs, appraisal costs and excise taxes incurred by the Owner in connection with the sale of the Unit. Upon receipt of the Recapture Amount, if any, AHTF shall issue to the Transferee a certificate in recordable form (the "Compliance Certificate") indicating AHTF's receipt of the Recapture Amount, if applicable, or indicating that no Recapture Amount is payable. This Compliance Certificate may be recorded in the appropriate Registry of Deeds or registered with the appropriate Registry District of the Land Court and such Compliance Certificate may be relied upon by third parties as constituting conclusive evidence that such Recapture Amount, if any, has been paid to AHTF, or that no Recapture Amount is payable, and that the rights, restrictions, agreements and covenants set forth herein are null and void, provided, that the consideration recited in the deed or other instrument conveying the Unit upon such resale shall not be greater than the consideration stated in the Compliance Certificate.

2. Resale and Transfer Restrictions: Except as otherwise stated herein, the Unit or any interest therein shall not at any time prior to the thirtieth anniversary of this Deed Rider be sold by any Owner, and no attempted sale shall be valid, unless pursuant to Section 1, the Recapture Amount is paid by the Owner to AHTF and AHTF shall execute and deliver a Compliance Certificate as described in Section 1 or, if the Unit is conveyed to an eligible purchaser, a certificate (the "Eligible Purchaser Certificate") is obtained and recorded, signed and acknowledged by AHTF, which Eligible Purchaser Certificate refers to the Unit, the Owner, the eligible purchaser and the sale price and states that the proposed conveyance, sale or transfer of the Unit to the eligible purchaser is in compliance with the rights, restrictions, and covenants contained in this Deed Rider.

Within ten (10) days of the closing of the conveyance of the Unit from Grantor to Grantee, the Grantee shall deliver to AHTF a true and certified copy of the Deed of the Unit as recorded, together with information as to the place of recording thereof in the public records. Failure of the Grantee to comply with the preceding sentence shall not affect the validity of such conveyance.

3. Principal Residence; Restrictions Against Leasing and Junior Encumbrances: The Unit shall be used as the principal residence of an Owner. The Unit shall not be leased, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of AHTF, provided, however that this provision shall not apply to a first mortgage

granted in connection with this conveyance. Any rents, profits, or proceeds from a transaction described in the last preceding sentence which has not received the prior written consent of AHTF shall be paid to and be the property of AHTF.

4. Rights of Mortgagees: Notwithstanding anything herein to the contrary, but subject to the next succeeding paragraph hereof, if the holder of record 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 shall acquire the Unit by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the Unit in lieu of foreclosure and provided that the holder of such mortgage has given Lender not less than sixty (60) days' prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of the Unit in lieu of foreclosure, the rights and restrictions herein contained shall not apply to such holder upon such acquisition of the Unit, to any purchaser of the Unit at a foreclosure sale conducted by such holder, or to any purchaser of the Unit from such holder, and such Unit shall, subject to the next two succeeding sentences, thereupon and thereafter be free from all such rights and restrictions. The rights and restrictions contained herein shall not lapse if the Unit is acquired through foreclosure or deed in lieu of foreclosure by (i) the Owner at the time of foreclosure or deed in lieu of foreclosure, (ii) any person with a direct or indirect financial interest in such Owner, (iii) any person related to a person described in clause (ii) by blood, adoption or marriage, (iv) any person who is or at any time was a business associate of a person described in clause (ii), and (v) any entity in which any of the foregoing have a direct or indirect financial interest (each a "Related Party"). Furthermore, if the Premises are subsequently acquired by a Related Party during the period in which this Deed Rider would have remained in effect but for the provisions of this Section, this Deed Rider shall be revived and shall apply to the Unit as though it had never lapsed.

In the event such holder conducts a foreclosure or other proceeding enforcing its rights under such mortgage and the Unit is sold for a price in excess of 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, such excess up to the sum of the Assistance Amount shall be paid to AHTF in consideration of the loss of the value and benefit of the rights and restrictions herein contained held by AHTF and released by AHTF pursuant to this Section in connection with such proceeding (provided, that in the event that such excess (up to the sum of the Assistance Amount) shall be so paid to AHTF by such holder, AHTF 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 AHTF in accordance herewith, provided that such holder shall give AHTF prompt notice of any such claim and shall not object to intervention by AHTF in any proceeding relating thereto). To the extent the Owner possesses any interest in any amount which would otherwise be payable to AHTF under this paragraph, to the full extent

permissible by law, the Owner shall hereby be deemed to have assigned its interest in such amount to said holder for payment to AHTF.

5. Covenants to Run With the Unit: Grantee, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants and assigns to AHTF and its agents, successors, designees and assigns the right to enforce the rights and restrictions, covenants and agreements set forth in this Deed Rider. AHTF shall have the right to enter upon the Unit for the purpose of enforcing any and all of the restrictions, covenants and agreements herein contained. The rights hereby granted to AHTF shall be in addition to and not in limitation of any other rights and remedies available to AHTF for enforcement of the restrictions, rights, covenants and agreements set forth in this Deed Rider. It is intended and agreed that all of the agreements, covenants, rights and restrictions set forth above shall be deemed to be covenants running with the Unit and shall be binding upon and enforceable against the Grantee, the Grantee's successors and assigns and any party holding title to the Unit, for the benefit of and enforceable by AHTF and their agents, successors, designees and assigns pursuant to M.G.L. c. 184, §32, provided that this Deed Rider shall terminate (a) upon the recording of a Compliance Certificate or (b) upon the thirtieth anniversary of this Deed Rider, provided that no violation of this Deed Rider has occurred prior thereto. 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.

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 M.G.L. c. 184, §31 and as that term is used in M.G.L. c. 184 §§ 26, 31, 32, and 33.

Without limitation on any other rights or remedies of AHTF and its agents, successors, designees and assigns, (x) any sale or other transfer or conveyance of the Unit in violation of the provisions of this Deed Rider, shall, to the maximum extent permitted by law, be voidable by AHTF or its agents, successors, designees and assigns by suit in equity to enforce such rights, restrictions, covenants, and agreements and (y) any sale, transfer, conveyance or use of the Unit in violation of the provisions of this Deed Rider shall give rise to an obligation on the part of the Owner at the time of the violation to repay to AHTF the entire Investment Amount, as such term is defined in the Loan Agreement between Owner and AHTF relating to the Project.

6. Notice: Any notices, demands or requests that may be given under this Deed Rider shall be sufficiently served if given in writing and by hand delivery, sent by recognized overnight courier or posted in the United States mail by registered or certified mail, if addressed to AHTF at One Beacon Street, Boston, Massachusetts 02108, if addressed to the

Grantor at HAP, Inc., 322 Main Street, Springfield, MA 01105. Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or three days after it is mailed or one day after it is deposited with an overnight courier.

7. Further Assurances: The Owner shall from time to time, as may be reasonably required by AHTF, provide AHTF with a written statement, signed and, if requested, acknowledged, setting forth the occupancy of the Unit and information concerning the resale of the Unit.

8. Waiver: Nothing contained herein shall limit the rights of AHTF to release or waive, from time to time, in whole or in part, any of the rights, restrictions, covenants or agreements contained herein with respect to the Unit. Any such release or waiver must be made in writing and must be executed by an authorized official of AHTF.

9. 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 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.

10. Enforcement: The right hereby granted shall include the right of AHTF to enforce the provisions of 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 a unit to its condition prior to any such violation (it being agreed that AHTF 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 AHTF.

Executed as a sealed instrument this \_\_\_\_ day of \_\_\_\_\_, 2003.

Grantor:

HAP, Inc.

\_\_\_\_\_  
By:  
Its:

Grantee:

\_\_\_\_\_

By: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

County of Hampshire, ss \_\_\_\_\_, 2003

Then personally appeared the above-named \_\_\_\_\_, \_\_\_\_\_ of HAP, Inc. and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said HAP, Inc., before me.

\_\_\_\_\_  
Notary Public:  
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

County of Hampshire, ss \_\_\_\_\_, 2003

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

\_\_\_\_\_  
Notary Public:  
My commission expires:

EXHIBIT D (continued)

Deed Rider for AHTF/DHCD Units

DEED RIDER  
(SINGLE-FAMILY)  
(RESALE/RECAPTURE)

(annexed to and made part of that certain deed (the "Deed") from HAP, Inc. ("Grantor") to \_\_\_\_\_ ("Grantee") dated \_\_\_\_\_, \_\_\_\_.)

BACKGROUND

A. The Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD"), has provided financing in the amount of \$65,000 (the "HOME Investment Amount") to the Grantor in connection with the acquisition of the land, the construction of 14 condominium units thereon (the "Project") and the sale of one condominium unit (the "Unit") to the Grantee, which financing includes funds to reduce the Grantee's purchase price in the amount of \$ \_\_\_\_\_ (the "DHCD Assistance Amount");

B. The Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development under the Affordable Housing Trust Fund Statute, M.G.L. c. 121D, by the Massachusetts Housing Finance Agency as administrator (the "AHTF"), has provided financing in the amount of \$50,000 (the "AHTF Investment Amount") to the Grantor in connection with the Project, which financing includes funds to reduce the Grantee's purchase price in the amount of \$ \_\_\_\_\_ (the "AHTF Assistance Amount").

C. The DHCD Assistance Amount and the AHTF Assistance Amount are collectively referred to herein as the "Assistance Amount."

D. As a result of such financial assistance, Grantor is conveying the Unit to the Grantee at a consideration which may be less than the fair market value of the Unit;

E. In consideration of the granting of such financial assistance, DHCD, and AHTF have required that the Grantor impose a deed restriction on the Grantee and any

successor owner of the Unit (each, an "Owner") providing for recapture of some or all of the financial subsidy and resale to an eligible family in certain circumstances.

NOW THEREFORE, as further consideration from the Grantee to the Grantor, DHCD, and AHTF for the financial assistance, the Grantee hereby agrees that the Unit shall be subject to the following rights and restrictions which are hereby imposed for the benefit of, and shall be enforceable by DHCD and AHTF or their successors, assigns, agents and designees.

1. Right of Refusal/Recapture: If an Owner shall desire to sell, dispose of or otherwise convey the Unit, or any portion thereof prior to the thirtieth anniversary of the date of this Deed Rider, the Owner shall notify DHCD, AHTF and the Grantor in writing of the Owner's intention so to convey the Unit ("Notice"). The Notice shall set forth the amount of secured debt on the Unit, the total amount of principal payments made by the Owner on the secured debt and a description of the nature and cost of any capital improvements to the Unit, the cost of which the Owner wishes to recover (together with supporting documentation). The Notice shall be accompanied by an appraisal of the fair market value of the Unit (assuming the Unit is free of all restrictions set forth herein) acceptable to DHCD prepared by a real estate appraiser acceptable to DHCD and qualified to appraise property for secondary mortgage markets and recognized as utilizing acceptable professional standards in Massachusetts. The Grantor shall thereafter have the right, exercisable by written notice ("Grantor's Notice") given to the Owner within thirty (30) days after the giving of the Notice by the Owner (with a copy to DHCD), either to purchase the Unit at the Base Price (as defined below) or to proceed to locate an eligible purchaser of the Unit. The Grantor's Notice shall set forth Grantor's computation of the Base Price. If the Grantor's Notice states that the Grantor is not exercising such right or if the Grantor fails to give the Grantor's Notice within said thirty (30) days, then DHCD or AHTF shall thereafter have the right, exercisable by written notice ("DHCD's Notice" or "AHTF's Notice") given to the Owner within forty (40) days after the giving of the Notice by the Owner, either to purchase the Unit at the Base Price or to proceed to locate an eligible purchaser of the Unit. DHCD's Notice shall set forth DHCD's computation of the Base Price.

For the purposes of this Deed Rider, an "eligible purchaser" shall mean a First-time Homebuyer. A "First-time Homebuyer" shall mean an individual or an individual and his or her spouse whose family is a Qualified Family and who have not owned a home during the 3-year period before the purchase of a unit at the Unit, except that (1) any individual who is a displaced homemaker may not be excluded from consideration as a First-time Homebuyer under this definition on the basis that the individual, while a homemaker, owned a home with his or her spouse or resided in a home owned by the spouse; (2) any individual who is a single parent may not be excluded from consideration as a first-time homebuyer under this definition on the basis that the individual, while married, owned a home with his or her spouse or resided in a home owned by the spouse and (3) an individual may not be excluded from consideration as a first-time homebuyer on the basis that the individual owns or owned,



as a principal residence during the 3-year period before the purchase of a home under the Program, a dwelling unit whose structure is: (i) not permanently affixed to a permanent foundation in accordance with local or other applicable regulations; or (ii) not in compliance with State, local, or model building codes, or other applicable codes, and cannot be brought into compliance with such codes for less than the cost of constructing a permanent structure. A "Qualified Family" shall mean a Family whose annual income is less than eighty percent (80%) of the median income for the Area (as defined below) based on family size as determined by the U.S. Department of Housing and Urban Development ("HUD"), and who is ready and willing to purchase the Unit within ninety (90) days after the Owner gives the Notice. A "Family" is defined in 24 C.F.R. §5.403 (or any successor regulation). The "Area" is defined as the Springfield MSA. A Family's annual income shall be the anticipated total income from all sources received by the Family head and spouse (even if temporarily absent) and by each additional member of the Family (other than children under the age of 18 years), including all net income derived from assets for the 12-month period following the effective date of certification of income. Annual Income specifically includes and excludes certain types of income as set forth in, and shall be determined in accordance with, 24 C.F.R. Part 813 (or any successor regulations).

The "Base Price" shall equal the sum of (v) the cost of the appraisal delivered with the Notice, (w) the purchase price paid by the Owner, (x) the documented total cost of capital improvements made by the Owner, which costs shall be subject to approval by DHCD, in DHCD's sole discretion, at the time of the sale or transfer, (y) excise taxes incurred by the Owner in connection with the sale of the Unit and (z) a return on the Owner's investment equal to the product of (i) the sum of the Owner's original downpayment plus one-half of the aggregate of regular principal payments made by the Owner on the allowable secured debt on the Unit multiplied by (ii) a fraction, the numerator of which shall be the Price Index for the last month preceding the Notice minus the Price Index for the month preceding the Owner's purchase of the Unit and the denominator of which shall be the Price Index for the month preceding the Owner's purchase of the Unit. The "Price Index" shall mean the "Consumer Price Index for Urban Wage Earners and Clerical Workers, All Items (November 1982 = 100)" published by the Bureau of Labor Statistics of the United States Department of Labor or any comparable successor or substitute index designated by DHCD appropriately adjusted. In the event the Price Index ceases to use the November 1982 index of 100 as the basis of calculation or if a substantial change is made in the terms or number of items contained in the Price Index, then the Price Index shall be adjusted to the figure that would have been arrived at had the manner of computing the Price Index in effect at the date of this Deed Rider not been changed.

If Grantor, AHTF or DHCD elects to purchase the Unit, the Closing (as defined below) shall occur within 90 days after the date the Notice is given.

In the event either the Grantor, DHCD, or AHTF timely notifies the Owner of the intention to locate an eligible purchaser, Grantor, DHCD or AHTF, as the case may be, may

locate an eligible purchaser who shall purchase the Unit at the Base Price within one hundred thirty-five (135) days after the date the Notice is given. If more than one eligible purchaser is located, Grantor, DHCD, or AHTF as the case may be, shall conduct a lottery or other like procedure approved by DHCD in DHCD's sole discretion to determine which eligible purchaser shall be entitled to the conveyance of the Unit. If for any reason an eligible purchaser is unprepared to close within the required time set forth above, the Grantor, DHCD or AHTF, as the case may be, shall also have the right to purchase the Unit at the Base Price within such required time.

If neither Grantor, DHCD, nor AHTF timely elects to purchase the Unit and/or to locate an eligible purchaser, the Owner may, subject to the final paragraph of this Section 1, convey the Unit to any third party at fair market value, free and clear of all restrictions set forth in this Deed Rider. The transferee of the Unit, whether Grantor, DHCD, AHTF, an eligible purchaser or a third party, is referred to herein as a "Transferee". If Grantor elects to locate an eligible purchaser or to purchase the Unit, but fails to locate an eligible purchaser who timely purchases the Unit and the Grantor does not itself timely purchase the Unit, then, and only in such circumstances, DHCD or AHTF without any additional notice to the Owner, shall have an additional 10 days to purchase the Unit at the Base Price. If neither DHCD nor AHTF elect to purchase the Unit within such ten (10) days, the Owner may convey the Unit to any third party at fair market value, free and clear of all restrictions set forth in this Deed Rider. If DHCD elects to locate an eligible purchaser or to purchase the property, but fails to locate an eligible purchaser who timely purchases the Unit and DHCD does not itself timely purchase the Unit, then the Owner may convey the Unit to any third party at fair market value, free and clear of all restrictions contained in this Deed Rider. The sale price to a third party shall be subject to DHCD's approval, with due consideration given to the value set forth in the appraisal accompanying the Notice. DHCD's approval of the sale price shall be evidenced by its issuance of a Compliance Certificate (as defined below). Upon the recording of a Compliance Certificate, the provisions of this Deed Rider shall terminate.

All conveyances hereunder shall be by a good and sufficient quitclaim deed conveying good and clear record and marketable title to the Unit free and clear of 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 Grantor to Grantee, (v) the provisions of Chapter 183A, and the master deed and bylaws of the condominium of which the Unit is a part, and (vi) such additional easements, restrictions, covenants and agreements of record as to which the Transferee consents, such consent not to be unreasonably withheld or delayed. In addition, any conveyance to an eligible purchaser or to the Grantor prior to the thirtieth anniversary of the date hereof shall be made subject to all the terms and conditions of this Deed Rider.

Said deed shall be delivered and the purchase price paid (the "Closing") at the Registry of Deeds in the county where the Unit is located, or at the option of the Transferee, exercised by written notice to the Owner at least five (5) days prior to the delivery of the deed, at such other place as the Transferee may designate in said Notice. Any Transferee other than an eligible purchaser shall have the right to name a nominee at least five (5) days prior to the delivery of the deed. The Closing shall occur at such time and on such date as shall be specified in a written notice from the eligible purchaser (or DHCD if DHCD is purchasing the Unit, or Grantor if Grantor is purchasing the Unit, or AHTF if AHTF is purchasing the Unit) to the Owner, which date shall be at least five (5) days after the date on which such notice is given, and within the relevant time period specified herein for Closing.

To enable the Owner to make conveyance as herein provided, the Owner may if he or she so desires 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.

Water and sewer use 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 Transferee.

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

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

(a) pay over or assign to the Transferee on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award, less any amounts reasonably expended by the Owner for any partial restoration, or

(b) if a holder of a mortgage on the Unit shall not permit the insurance proceeds or the condemnation award or a part thereof to be used to restore the Unit to its former condition or to be so paid over or assigned, give to the Transferee 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 Owner for any partial restoration.

In the case of a sale to a third party other than an eligible purchaser, the Owner may convey the Unit free of all restrictions set forth herein, provided, however, that the "Recapture Amount" shall be immediately and directly paid to DHCD and DHCD shall pay AHTF its proportionate share of the Recapture Amount as set forth below. The "Recapture Amount" shall equal the greater of (x) the Assistance Amount reduced by one thirtieth for each full year elapsed from the date of this Deed Rider until the date of such sale or transfer and (y) fifty percent (50%) of the amount by which the Net Proceeds (as defined below) exceed the sum of the Owner's downpayment for the Unit plus the total amount of principal payments made by the Owner on any allowable secured debt on the Unit plus the documented total cost of capital improvements made by the Owner to the Unit, which costs shall be subject to approval by DHCD, in DHCD's sole discretion, at the time of the sale or transfer. In no event, however, will the Recapture Amount be greater than the amount (the "Net Proceeds") by which the resale price of the Unit exceeds the sum of the total amount of allowable secured debt on the Unit plus broker's fees, recording costs, appraisal costs and excise taxes incurred by the Owner in connection with the sale of the Unit. Upon receipt of the Recapture Amount, if any, DHCD shall issue to the Transferee a certificate in recordable form (the "Compliance Certificate") indicating DHCD and AHTF's receipt of the Recapture Amount, if applicable, or indicating that no Recapture Amount is payable. Upon payment to DHCD of the Recapture Amount, no third party shall have any responsibility to see to the division of the Recapture amount among the parties. DHCD shall divide the Recapture Amount and AHTF shall receive 43.5% of the Recapture Amount, and DHCD shall receive 56.5% of the Recapture Amount. This Compliance Certificate may be recorded in the appropriate Registry of Deeds or registered with the appropriate Registry District of the Land Court and such Compliance Certificate may be relied upon by third parties as constituting conclusive evidence that such Recapture Amount, if any, has been paid to DHCD, or that no Recapture Amount is payable, and that the rights, restrictions, agreements and covenants set forth herein are null and void, provided, that the consideration recited in the deed or other instrument conveying the Unit upon such resale shall not be greater than the consideration stated in the Compliance Certificate.

2. Resale and Transfer Restrictions: Except as otherwise stated herein, the Unit or any interest therein shall not at any time prior to the thirtieth anniversary of this Deed

Rider be sold by any Owner, and no attempted sale shall be valid, unless pursuant to Section 1, the Recapture Amount is paid by the Owner to DHCD and DHCD shall execute and deliver a Compliance Certificate as described in Section 1 or, if the Unit is conveyed to an eligible purchaser, a certificate (the "Eligible Purchaser Certificate") is obtained and recorded, signed and acknowledged by DHCD and AHTF, which Eligible Purchaser Certificate refers to the Unit, the Owner, the eligible purchaser and the sale price and states that the proposed conveyance, sale or transfer of the Unit to the eligible purchaser is in compliance with the rights, restrictions, and covenants contained in this Deed Rider.

Within ten (10) days of the closing of the conveyance of the Unit from Grantor to Grantee, the Grantee shall deliver to DHCD and DHCD shall provide a copy of the same to AHTF a true and certified copy of the Deed of the Unit as recorded, together with information as to the place of recording thereof in the public records. Failure of the Grantee to comply with the preceding sentence shall not affect the validity of such conveyance.

3. Principal Residence; Restrictions Against Leasing and Junior Encumbrances: The Unit shall be used as the principal residence of an Owner. **The Unit shall not be leased, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of DHCD, provided, however that this provision shall not apply to a first mortgage granted in connection with this conveyance.** Any rents, profits, or proceeds from a transaction described in the last preceding sentence which has not received the prior written consent of DHCD shall be paid to and be the property of DHCD.

4. Rights of Mortgagees: Notwithstanding anything herein to the contrary, but subject to the next succeeding paragraph hereof, if the holder of record 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 shall acquire the Unit by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the Unit in lieu of foreclosure and provided that the holder of such mortgage has given Lender not less than sixty (60) days' prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of the Unit in lieu of foreclosure, the rights and restrictions herein contained shall not apply to such holder upon such acquisition of the Unit, to any purchaser of the Unit at a foreclosure sale conducted by such holder, or to any purchaser of the Unit from such holder, and such Unit shall, subject to the next two succeeding sentences, thereupon and thereafter be free from all such rights and restrictions. The rights and restrictions contained herein shall not lapse if the Unit is acquired through foreclosure or deed in lieu of foreclosure by (i) the Owner at the time of foreclosure or deed in lieu of foreclosure, (ii) any person with a direct or indirect financial interest in such Owner, (iii) any person related to a person described in clause (ii) by blood, adoption or marriage, (iv) any person who is or at any time was a business associate of a person described in clause (ii), and (v) any entity in which any of the foregoing have a direct or indirect financial interest (each a "Related Party"). Furthermore, if the Premises are subsequently acquired by a Related Party

during the period in which this Deed Rider would have remained in effect but for the provisions of this Section, this Deed Rider shall be revived and shall apply to the Unit as though it had never lapsed.

In the event such holder conducts a foreclosure or other proceeding enforcing its rights under such mortgage and the Unit is sold for a price in excess of 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, such excess up to the sum of the Assistance Amount shall be paid proportionately to DHCD and AHTF in consideration of the loss of the value and benefit of the rights and restrictions herein contained held by DHCD and AHTF and released by DHCD and AHTF pursuant to this Section in connection with such proceeding (provided, that in the event that such excess (up to the sum of the DHCD Assistance Amount and AHTF Assistance Amount) shall be so paid to DHCD by such holder, DHCD and AHTF 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 DHCD and AHTF in accordance herewith, provided that such holder shall give DHCD and AHTF prompt notice of any such claim and shall not object to intervention by DHCD or AHTF in any proceeding relating thereto). To the extent the Owner possesses any interest in any amount which would otherwise be payable to DHCD and AHTF under this paragraph, to the full extent permissible by law, the Owner shall hereby be deemed to have assigned its interest in such amount to said holder for payment to DHCD and the AHTF.

5. Covenants to Run With the Unit: Grantee, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants and assigns to DHCD and AHTF and their agents, successors, designees and assigns the right to enforce the rights and restrictions, covenants and agreements set forth in this Deed Rider. DHCD and AHTF shall have the right to enter upon the Unit for the purpose of enforcing any and all of the restrictions, covenants and agreements herein contained. The rights hereby granted to DHCD and AHTF shall be in addition to and not in limitation of any other rights and remedies available to DHCD and AHTF for enforcement of the restrictions, rights, covenants and agreements set forth in this Deed Rider. It is intended and agreed that all of the agreements, covenants, rights and restrictions set forth above shall be deemed to be covenants running with the Unit and shall be binding upon and enforceable against the Grantee, the Grantee's successors and assigns and any party holding title to the Unit, for the benefit of and enforceable by DHCD and AHTF and their agents, successors, designees and assigns pursuant to M.G.L. c. 184, §32, provided that this Deed Rider shall terminate (a) upon the recording of a Compliance Certificate or (b) upon the thirtieth anniversary of this Deed Rider, provided that no violation of this Deed Rider has occurred prior thereto. 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.

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 M.G.L. c. 184, §31 and as that term is used in M.G.L. c. 184 §§ 26, 31, 32, and 33.

Without limitation on any other rights or remedies of DHCD and AHTF and their agents, successors, designees and assigns, (x) any sale or other transfer or conveyance of the Unit in violation of the provisions of this Deed Rider, shall, to the maximum extent permitted by law, be voidable by DHCD and AHTF or their agents, successors, designees and assigns by suit in equity to enforce such rights, restrictions, covenants, and agreements and (y) any sale, transfer, conveyance or use of the Unit in violation of the provisions of this Deed Rider shall give rise to an obligation on the part of the Owner at the time of the violation to repay to DHCD and AHTF the entire HOME Investment Amount plus the AHTF Investment Amount.

6. Notice: Any notices, demands or requests that may be given under this Deed Rider shall be sufficiently served if given in writing and by hand delivery, sent by recognized overnight courier or posted in the United States mail by registered or certified mail, if addressed to DHCD at the Department of Housing and Community Development, One Congress Street, Boston, Massachusetts 02114, Attention: HOME Program Director, if addressed to AHTF at One Beacon Street, Boston, Massachusetts 02108, if addressed to the Grantor at HAP, Inc., 322 Main Street, Springfield, MA 01105. Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or three days after it is mailed or one day after it is deposited with an overnight courier.

7. Further Assurances: The Owner shall from time to time, as may be reasonably required by DHCD and AHTF, provide DHCD and AHTF with a written statement, signed and, if requested, acknowledged, setting forth the occupancy of the Unit and information concerning the resale of the Unit.

8. Waiver: Nothing contained herein shall limit the rights of DHCD and AHTF to release or waive, from time to time, in whole or in part, any of the rights, restrictions, covenants or agreements contained herein with respect to the Unit. Any such release or waiver must be made in writing and must be executed by an authorized official of DHCD and AHTF.

9. 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 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.

10. Enforcement: The right hereby granted shall include the right of DHCD and AHTF to enforce the provisions of 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 a unit to its condition prior to any such violation (it being agreed that DHCD and AHTF 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 DHCD and AHTF.

Executed as a sealed instrument this \_\_\_\_ day of \_\_\_\_\_, 200\_.

Grantor:

HAP, Inc.

\_\_\_\_\_  
By:  
Its:

Grantee:

\_\_\_\_\_

By: \_\_\_\_\_



COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss

May \_\_\_\_, 2003

Then personally appeared the above-named \_\_\_\_\_, \_\_\_\_\_ of HAP, Inc. and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of said HAP, Inc., before me.

\_\_\_\_\_  
Notary Public:  
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

County of \_\_\_\_\_, ss

\_\_\_\_\_, 2003

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

\_\_\_\_\_  
Notary Public

My commission expires:

ATTEST: HAMPSHIRE, Marianne L. Donohue, REGISTER  
MARIANNE L. DONOHUE