

# Southern Middlesex - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 2/14/2019 12:49:11 PM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
1452820	DEED		01343/65	08/24/2007	1.00
<b>Property-Street Address and/or Description</b>					
76 WEBSTER PK LOT 2	<a href="#">This deed includes a rider specifying permanent affordability &amp; resale requirements for the two condominium units later constructed on this land. The master deed for that condominium (recorded 1 July 2009, book 37, page 30) is attached to this deed on the Newton CPC website.</a>				
<b>Grantors</b>					
NEWTON CONSERVATORS INCORPORATED					
<b>Grantees</b>					
HABITAT FOR HUMANITY GREATER BOSTON INC					
<b>References-Book/Pg Description Recorded Year</b>					
<b>Registered Land Certificate(s)-Cert# Book/Pg</b>					
229554 01278/4, 240266 01343/65					



2007 01452820

Bk: 1343 Pg: 65 Cert#: 240266  
Doc: DEED 08/24/2007 03:49 PM

DEED

Newton Conservators, Incorporated, 84 Fenwick Road, Newton, MA 02468 for consideration of One Dollar (\$1.00) paid, hereby conveys to Habitat of Humanity Greater Boston, Inc., a Massachusetts non-profit corporation, of 273 Summer Street, Boston, MA 02210, with quitclaim covenants the following:

A certain parcel of land and buildings thereon situated in Newton, Middlesex County, Massachusetts shown as Lot 2 on Land Court Plan No. 11008<sup>B</sup> filed with Certificate of Title 229554 filed in Land Registration Book 1278, Page 4 in the Middlesex (South) County Registry District of the Land Court ("Plan").

Said Lot 2 containing 10,055± square feet of land.

Said Lot 2 is conveyed subject to and with the benefit of the Decision of the City of Newton Board of Aldermen filed with Land Court as Document No. 1376571 on Certificate of Title 229554. Lot 2 is conveyed subject to all taxes and other municipal charges now due and payable.

Witness my hand and seal this 17<sup>th</sup> day of August, 2007.

LAND COURT, BOSTON. The land herein described will be shown on our approved plan to follow as

NEWTON CONSERVATORS, INCORPORATED

AUG 24 2007

By: William Hagar  
William Hagar, President

Plan 11008<sup>B</sup> Lot 2  
(EXAMINED AS DESCRIPTION ONLY)

By: Katherine Howard  
Katherine Howard, Treasurer

George T. Capolianis, Engineer

Commonwealth of Massachusetts

T. Postman, Acting TUP

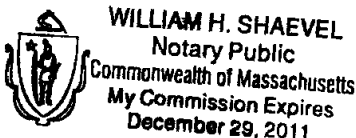
Middlesex County, ss

8/17/2007

On this 17 day of August, 2007, before me, the undersigned notary public, personally appeared William Hagar, President and Katherine Howard, Treasurer, acting for Newton Conservators, Incorporated, proved to me through satisfactory evidence of identification, which was/were [type of evidence] MASS. DRIVERS LICENSE to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily, in such capacity, for its stated purpose.

[NOTARY SEAL]

William A. Shavel  
Notary Public  
Name (Print): WILLIAM H. SHAEVEL  
My commission expires: 12/29/11



229554

710 Webster Park Lot 2 Newton

2

**DEED RIDER  
[Webster Park]**

(annexed to and made part of that certain deed (the "Deed")  
from Newton Conservators, Inc.  
to Habitat for Humanity Greater Boston, Inc.  
dated August 16, 2007)

**WARNING: THIS DEED RIDER CONTAINS STRICT RESTRICTIONS ON THE USE,  
LEASING, RENTAL, MORTGAGING, ENCUMBRANCE, TRANSFER AND RESALE  
OF THE SUBJECT PROPERTY. UNDER ITS TERMS, YOU COULD BE REQUIRED  
TO SELL THE SUBJECT PROPERTY FOR LESS THAN THE PURCHASE PRICE.  
PLEASE READ IT CAREFULLY.**

Background

A. The NEWTON CONSERVATORS, INC., a not-for-profit corporation with offices at 24 Henshaw Terrace, West Newton, Massachusetts 02465 ("NCI") conveyed to HABITAT FOR HUMANITY GREATER BOSTON, INC., a Massachusetts charitable corporation duly organized and existing under Chapter 180 of the Massachusetts General Laws, with a principal office at 273 Summer Street, 3<sup>rd</sup> Floor, Boston, Massachusetts 02210 ("Habitat"), on or about the date hereof, a certain parcel of unimproved land in the City of Newton, known as Webster Park (as more particularly described in Exhibit A to the Deed, the "Property"). NCI's purpose in conveying the Property to Habitat is to enable Habitat to construct two units of affordable housing on the Property (each, a "Unit"), as further specified in this rider to the Deed ("Deed Rider"). The Property was acquired by NCI with Community Preservation Act funds provided by the City of Newton (the "City")

B. The covenants and restrictions contained in this Deed Rider constitute a portion of the consideration given by Habitat to NCI in connection with the sale by the NCI of the Property.

NOW, THEREFORE, in partial consideration for the sale of the Property, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Habitat, for itself, its successors and assigns, hereby covenants and agrees that the Property shall be subject to the following rights and restrictions which are hereby imposed for the benefit of, and shall be enforceable by the City and its successors, assigns, agents and designees and by Habitat after Habitat's transfer of a Unit:

Agreement

1. Definitions. In this Deed Rider, the following terms shall have the following meanings:

"Affordable First Mortgage Amount" means the amount of first mortgage debt that a Household earning seventy percent (70%) of the Median Income could afford assuming prevailing rates and terms for a 30-year fixed rate mortgage loan under generally accepted underwriting standards then in effect. The Affordable First Mortgage Amount shall be determined by the City in its sole reasonable judgment, provided that a

Household will be deemed able to afford an amount of mortgage debt that requires annual payments of principal and interest of not more than 30% of such Household's Aggregate Annual Household Income.

"Aggregate Annual Household Income" means the anticipated total income from all sources received by all current members of the Household aged 18 years or older, including all net income derived from assets for the 12-month period following the effective date of certification of income. Aggregate Annual Household Income specifically includes and excludes certain types of income as set forth in, and shall be determined in accordance with, Federal regulations at 24 C.F.R. Part 813.106, or successor regulations thereto.

"Appraised Value" is defined in Section 5(a).

"Appreciation Amount" means, with respect to any sale of a Unit by an Owner, the excess, if any, of the sale price over the Seller's Purchase Price.

"City" is defined in Recital A.

"City Price" is defined in Section 5(d).

"City Purchaser Certificate" is defined in Section 6.

"City's Notice" is defined in Section 5(a).

"Closing" is defined in Section 5(h).

"Compliance Certificate" is defined in Section 5(b).

"Conveyance Notice" is defined in Section 5(a).

"Deed" means that certain deed from NCI to Habitat, and any deed in respect of the Property from Habitat to a subsequent Owner.

"Deed Rider" is defined in Recital A.

"Eligible Purchaser" is defined in Section 4.

"Eligible Purchaser Certificate" is defined in Section 6.

"Habitat" is defined in Recital A.

"Habitat First Mortgage Loan" means a no-interest first priority loan evidenced by a note ("Habitat First Note") and mortgage ("Habitat First Mortgage") with level monthly payments of principal over the term thereof, which shall in no event be less than 20 years. Initial forms of the Habitat First Note and Habitat First Mortgage are attached hereto as Exhibits A and B, respectively. Such forms may be modified by Habitat from time to time to conform them to then-current real estate practices and Habitat's general policies.

"Habitat's Notice" is defined in Section 5(a).

"Habitat Price" is defined in Section 5(c).

"Habitat Purchaser Certificate" is defined in Section 6.

"Household" means one or more individuals, occupying a Unit and satisfying the standards adopted by United States Department of Housing and Urban Development ("HUD") under Section 8 of the Housing Act of 1937, as amended by the Housing and Community Development Act of 1974.

"Initial First Mortgage Amount" is defined as \$150,000.

"Low Income Household" means a Household with Aggregate Annual Household Income equal to or less than eighty percent (80%) of the Median Income.

"Median Income" means the median income from time to time of the Metropolitan Statistical Area that includes Newton, Massachusetts, as determined by HUD based on household size as defined by HUD pursuant to the so-called "Section 8 Program" under Section 8 of the U.S. Housing Act of 1937, as amended by the Housing and Community Development Act of 1974, or any successor program, and the regulations promulgated from time to time thereunder.

"NCI" is defined in Recital A.

"Owner" means the person(s) or entity and any heir, devisee, administrator, executor, legal representative, successor or assign of such person(s) or entity holding an interest in a Unit or any part thereof, including where appropriate Habitat.

"Permitted Indebtedness" is defined in Section 10.

"Property" is defined in Recital A.

"Registry" is defined in Section 3.

"Related Party" is defined in Section 10.

"Second Mortgage" is defined in Section 4.

"Second Mortgage Amount" is defined in Section 4.

"Second Mortgage Loan" is defined in Section 4.

"Second Note" is defined in Section 4.

"Seller's Purchase Price" means the price at which the Property was purchased by the then-current Owner.

"Unit" is defined in Recital A.

2. Intent and Effect. The terms and conditions of this Deed Rider have been freely accepted by the parties. The provisions and restrictions contained herein exist to further the mutual purposes and goals of the City and Habitat set forth herein to create and preserve access to decent and affordable housing and home ownership opportunities for low income families who are often denied such opportunities for lack of financial resources.

3. Affordability. The two (2) Units to be constructed upon the Property shall be maintained as affordable subject to the covenants, restrictions and options set forth in this Deed Rider, until, if at all, both Units have been released from the provisions of this Deed Rider by the recording with the Middlesex South Registry of Deeds ("Registry") of a release executed by the City and Habitat with respect to each of the Units or the Property as a whole. In the event that a release is recorded with the Registry, then the provisions of this Deed Rider shall be deemed not to apply to or affect the Unit in question or the Property, as the case may be, from and after the date of the recording thereof.

Each Unit shall meet the housing quality standards set forth in the HUD regulations at 24 C.F.R. § 982.401, or any successor regulations thereto, and shall comply with the requirements of state law and the requirements of HUD (including 24 C.F.R. § 982.401(j) and 24 C.F.R. Part 35) with respect to lead-based paint.

Any use of the Property or a Unit or any activity thereon or therein which is inconsistent with the purpose of this Deed Rider is expressly prohibited.

4. Principal Residence; Restrictions Against Leasing and Junior Encumbrances. Upon its conveyance by Habitat, each Unit shall be occupied and used as the principal residence of an Owner, who shall also be a Low Income Household who qualifies as a first-time home buyer as defined under the Federal HOME Investment Partnerships Program regulations (24 C.F.R. Part 92, Section 92.2) (an "Eligible Purchaser"). Habitat shall provide assistance to the first purchaser of each Unit in the form of a Habitat First Mortgage Loan in the amount of the Initial First Mortgage Amount and Habitat and the City shall provide assistance to the first purchaser of each Unit in the form of a no-interest deferred payment second priority loan (a "Second Mortgage Loan") evidenced by a note ("Second Note") and mortgage on each such Unit in favor of the City for itself and as agent for Habitat ("Second Mortgage") in the amount of the difference between the Appraised Value of each such Unit and the Initial First Mortgage Amount with respect to each such Unit (a "Second Mortgage Amount"). Forms of Second Note and Second Mortgage are attached hereto as Exhibits C and D, respectively. Other than any initial mortgage debt in connection with an Owner's purchase of a Unit (including any first mortgage loan and any Second Mortgage Loan), no Unit shall be leased, refinanced, encumbered (voluntarily or otherwise) or mortgaged by an Owner without the prior written consent of the City and Habitat, which consent shall be granted or denied in the sole discretion of the City and Habitat, it being understood that the City and Habitat will not consent to any long-term leases of a Unit. Any rents, profits, or proceeds from a transaction described in the last preceding sentence which has not received the prior written consent of the City and Habitat shall be paid to the City for itself and as agent for Habitat and shall be the property of the City and Habitat (with 40% going to the City and 60% going to Habitat).

5. Resale and Transfer Restriction.

(a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey a Unit, or any portion thereof, the Owner shall notify the City and Habitat in writing of the Owner's intention to so convey the Unit (a "Conveyance Notice"). The Conveyance Notice shall contain an appraisal of the fair market value of the Unit (assuming the Unit were free of all restrictions set forth herein) acceptable to the City prepared by a real estate appraiser acceptable to the City and qualified to appraise property for secondary mortgage markets and recognized as utilizing acceptable professional appraisal standards in Massachusetts. The fair market value determined under an acceptable appraisal is referred to herein as the "Appraised Value". Within thirty (30) days of the giving of the Conveyance Notice by the Owner, Habitat shall notify the Owner in writing (with a copy to the City) as to whether Habitat is proceeding to locate an Eligible Purchaser of the Unit or Habitat is exercising the option hereby retained by it to purchase the Unit ("Habitat's Notice"). If Habitat's Notice states that Habitat is not proceeding to locate an Eligible Purchaser and that Habitat is not exercising its option to purchase the Unit, or if Habitat fails to give Habitat's Notice within said thirty (30) days then, and only under such circumstances, the City may, at any time from the thirty first (31st) day after the giving of the Conveyance Notice to and including the forty-fifth (45<sup>th</sup>) day after the giving of the Conveyance Notice, notify the Owner in writing (with a copy to Habitat) as to whether the City is proceeding to locate an Eligible Purchaser of the Unit or whether the City is exercising the option hereby retained by it to purchase the Unit (the "City's Notice").

(b) In the event that (i) Habitat's Notice states that Habitat does not intend to proceed to locate an Eligible Purchaser and that Habitat is not exercising its option to purchase the Unit, or Habitat fails to give Habitat's Notice within the time period specified above, and (ii) the City's Notice states that the City does not intend to proceed to locate an Eligible Purchaser and that the City is not exercising its option to purchase the Unit, or the City fails to give the City's Notice within the time period specified above, the Owner may convey the Unit to any third party at fair market value, free of all restrictions set forth herein, provided, however, that any Habitat First Mortgage Loan on such Unit shall first be repaid to Habitat, the Second Mortgage Loan on such Unit shall next be repaid to the City on behalf of itself and as agent for Habitat and one-half of the Appreciation Amount, if any, shall then be paid to the City on behalf of itself and as agent for Habitat. The City shall promptly pay to Habitat 60% of the amounts received by the City. Upon receipt by the City of repayment of the Second Mortgage Loan and one-half of any Appreciation Amount, Habitat and the City, acting by and through its Chief Elected Official, shall issue to the third party purchaser a certificate in recordable form (the "Compliance Certificate") indicating Habitat's and the City's receipt of one-half of the Appreciation Amount, if applicable, or indicating that no Appreciation Amount is payable, and stating that Habitat and the City have each elected not to exercise its option hereunder with respect to such Unit and that all rights, restrictions, agreements and covenants set forth in this Deed Rider shall be henceforth inapplicable to such Unit. Such Compliance Certificate is to be recorded in the Registry and may be relied upon by the purchaser of such Unit and by third parties as constituting conclusive evidence that one-half of any Appreciation Amount, if any, has been paid to the City and Habitat or that no Appreciation Amount is payable, and that the rights, restrictions, agreements and covenants set forth herein are no longer applicable to such Unit. The sale price to a third party shall be subject to Habitat's and the City's approval, with due consideration given to such factors as the Appraised Value, time on the market, marketing

efforts, economic conditions and the like. Approval of the sale price shall be evidenced by issuance of the Compliance Certificate.

(c) In the event Habitat, within said thirty (30) day period, notifies the Owner that Habitat is proceeding to locate an Eligible Purchaser or that Habitat is exercising Habitat's option to purchase the Unit, Habitat may locate an Eligible Purchaser, who shall purchase the Unit at 95% of the Appraised Value (the "Habitat Price") subject to a Deed Rider in form and substance the same as this Deed Rider, within ninety (90) days of the date that the Conveyance Notice is given or Habitat may purchase the Unit itself at the Habitat Price within ninety (90) days of the date that the Conveyance Notice is given, provided, however, in either case any Habitat First Mortgage Loan on such Unit shall be repaid to Habitat, the Second Mortgage Loan shall be repaid to the City on behalf of itself and as agent for Habitat and one-half of the Appreciation Amount shall be paid to the City on behalf of itself and as agent for Habitat. The City shall promptly pay to Habitat 60% of the amounts received by the City. If Habitat locates an Eligible Purchaser who purchases the Unit, (a) Habitat shall provide assistance to such Eligible Purchaser in the form of a new Habitat First Mortgage Loan in an amount equal to the sum of (x) the original principal amount of the selling Owner's Habitat First Mortgage Loan plus (y) one-half of the Appreciation Amount and (b) Habitat and the City shall provide assistance to such Eligible Purchaser in the form of a new Second Mortgage Loan in an amount equal to the sum of (i) the principal amount of the selling Owner's Second Mortgage Amount plus (ii) one-half of the Appreciation Amount.

(d) If Habitat shall fail to locate an Eligible Purchaser who purchases the Unit within ninety days of the date that the Conveyance Notice is given, and if Habitat fails to purchase the Unit itself within said period, then, and only in such circumstances the City, without any additional notice to the Owner, may between ninety-one (91) days of the date that the Conveyance Notice is given and one hundred five (105) days of the date that the Conveyance Notice is given, purchase the Unit itself at a price equal to the lesser of (x) the Habitat Price or (y) the greater of (i) the Seller's Purchase Price and (ii) the sum of the then-current principal amount of the Second Mortgage Loan on such Unit plus the then Affordable First Mortgage Amount (the "City Price"), or locate an Eligible Purchaser, who shall between ninety-one (91) days and one hundred five (105) days thereafter purchase the Unit at the City Price, subject to a Deed Rider satisfactory in form and substance the same as this Deed Rider, provided, however, in either case, any Habitat First Mortgage Loan on such Unit shall be repaid to Habitat, the Second Mortgage Loan on such Unit shall be repaid to the City on behalf of itself and as agent for Habitat and one-half of the Appreciation Amount, if any, shall be paid to the City on behalf of itself and as agent for Habitat. The City shall promptly pay to Habitat 60% of the amounts received by the City. If the City purchases such Unit or locates an Eligible Purchaser who purchases such Unit, Habitat and the City shall provide assistance to the City or to the Eligible Purchaser in the form of a new Second Mortgage Loan in an amount equal to the sum of (i) the principal amount of the selling Owner's Second Mortgage Amount plus (ii) one-half of the Appreciation Amount.

(e) In the event the City, between the thirty-first and the forty-fifth days after the giving of the Conveyance Notice, notifies the Owner that the City is proceeding to locate an Eligible Purchaser or that the City is exercising the City's option to purchase the Unit, the City may locate an Eligible Purchaser, who shall purchase the Unit at the City Price subject to a Deed



Rider satisfactory in form and substance the same as this Deed Rider, between ninety-one (91) days and one hundred five (105) days of the date that the Conveyance Notice is given, or the City may purchase the Unit itself at the City Price between ninety-one (91) days and one hundred five (105) days of the date that the Conveyance Notice is given.

(f) The City shall devote diligent marketing efforts to locate an Eligible Purchaser ready, willing and able to purchase the Unit at the City Price within the time periods provided in subsections (d) and (e) above, as applicable. If more than one Eligible Purchaser is located by the City or Habitat, such party shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to the conveyance of the Unit.

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

(h) Said deed shall be delivered and the purchase price paid (the "Closing") at the Registry, or at the option of the Eligible Purchaser (or Habitat or the City, if Habitat or the City is purchasing the Unit), 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 Eligible Purchaser (or Habitat or the City, if Habitat or the City is purchasing the Unit) may designate in said notice. The Closing shall occur at such time and on such date as shall be specified in a written notice from the Eligible Purchaser (or Habitat or the City, if Habitat or the City 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 no later than the end of the time period specified in subsection (e) above.

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

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

(k) 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 only excepted.

(l) If 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 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 the 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 Owner that such defect has been cured or that the Unit has been so restored. The Eligible Purchaser (or Habitat or the City, if Habitat or the City is purchasing the Unit) 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 therefor 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 Eligible Purchaser or Habitat or the City, 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 the partial restoration, or
- (B) if a holder of a mortgage on the Unit shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Unit to its former condition or to be so paid over or assigned, give to the Eligible Purchaser or to Habitat or to the City 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.

(m) If Habitat or the City is successful in timely locating an Eligible Purchaser, but the Eligible Purchaser is unable to secure mortgage financing so as to be able to complete the purchase of the Unit, Habitat or the City, as the case may be, first Habitat, then the City, with successive periods will have an additional sixty (60) days from the date of written notification from the first Eligible Purchaser that he/she/they are unable to complete the purchase, to find another Eligible Purchaser to purchase the Unit or to purchase the Unit itself.

(n) If Habitat or the City fails timely to locate an Eligible Purchaser who timely purchases the Unit and neither Habitat nor the City purchases the Unit during the

additional sixty (60) day period described in clause (m) above, then no later than six (6) months following expiration of such period, the Owner may convey the Unit to any third party at no less than fair market value free and clear of all rights and restrictions contained herein, provided, however, any Habitat First Mortgage Loan on such Unit shall be repaid to Habitat, the Second Mortgage Loan shall be repaid to the City on behalf of itself and as agent for Habitat and one-half of the Appreciation Amount, if any, shall be immediately and directly paid to the City for itself and as agent for Habitat. The City shall promptly pay to Habitat 60% of the amounts received by the City. Upon receipt of one-half of the Appreciation Amount, the City and Habitat shall issue to the third party a Compliance Certificate, as described in Section 5(b) above, reflecting that the sale of the Unit to the third party is consistent with the terms of this Deed Rider. The sale price to a third party shall be subject to the City's and Habitat's prior approval, giving due consideration to such factors as the Appraised Value, time on the market, marketing efforts, economic conditions and the like.

(o) Nothing in this Deed Rider in any way constitutes a promise or guarantee by the City or Habitat that the Owner shall actually receive the Habitat Price, the City Price, the Appraised Value or any other price for a Unit.

6. Resale and Transfer Restrictions. Except as otherwise provided herein, no Unit nor any interest therein shall at any time be sold by an Owner and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the Eligible Purchaser (as defined in Section 4 above) or Habitat or the City, to the then Owner of such Unit for and in connection with the transfer of such Unit, is equal to or less than the Habitat Price and (i) if such Unit is conveyed to an Eligible Purchaser, unless a certificate (the "Eligible Purchaser Certificate") is obtained and recorded, signed and acknowledged by the City which Eligible Purchaser Certificate refers to the Unit, the Owner, the Eligible Purchaser thereof, and the Habitat Price or the City Price, as the case may be, states that the proposed conveyance, sale or transfer of such Unit to the Eligible Purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider and indicates that one-half of any Appreciation Amount has been paid to the City for itself and as agent for Habitat, and unless there is also recorded a new Deed Rider executed by the Eligible Purchaser, which new Deed Rider is substantially in the same form as this Deed Rider; or (ii) if such Unit is conveyed to Habitat unless a certificate (the "Habitat Purchaser Certificate") is obtained and recorded, signed and acknowledged by Habitat, which Habitat Purchaser Certificate refers to the Unit, the Owner, Habitat, and the purchase price for the Unit and states that the proposed conveyance, sale or transfer of the Unit to Habitat is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider and indicates that one-half of any Appreciation Amount has been paid to the City for itself and as agent for Habitat; or (iii) if such Unit is conveyed to the City unless a certificate (the "City Purchaser Certificate") is obtained and recorded, signed and acknowledged by the City, which City Purchaser Certificate refers to the Unit, the Owner, the City, and the City Price, states that the proposed conveyance, sale or transfer of the Unit to the City is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider and indicates that one-half of any Appreciation Amount has been paid to the City for itself and as agent for Habitat or (iv) pursuant to Section 5(b) or 5(n), one-half of any Appreciation Amount is paid by the Owner to the City for itself and as agent for Habitat, and the City and Habitat execute and deliver a Compliance Certificate as described in Section 5(b) for recording with the Registry.

7. Certificate of the City as to Household Income. Upon written application by the Owner and upon submission of such evidence as the City may require, the City shall furnish a certificate in recordable form stating whether a Household qualifies as a Low Income Household for purposes set forth hereunder. Such certificate shall be valid for the period stated in the certificate.

8. Compliance Certificate. With the exception of (i) a sale, conveyance or other such transfer of a Unit by Habitat in accordance with the terms of this Deed Rider, or (ii) any involuntary transfer of a Unit by operation of law, no sale, conveyance, or transfer of a Unit or any interest therein shall be valid and be deemed in accordance with the terms of this Deed Rider unless a Compliance Certificate is obtained by the Owner and recorded with the Registry.

9. Compliance. The Owner of a Unit shall furnish such information about such Unit as the City or Habitat may request from time to time, as to the identity of the Owner, the identity of the occupants of the Unit and any other information which the City or Habitat deems relevant, all for the purpose of assuring compliance with this Deed Rider. The City and Habitat shall have access to inspect each Unit at reasonable times and on reasonable notice.

Further, within ten (10) days of the closing of the conveyance of a Unit by an Owner to a new Owner, the new Owner shall deliver to the City and Habitat 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 new Owner to comply with the preceding sentence shall not affect the validity of such conveyance.

10. Rights of Mortgagees. Other provisions of this Deed Rider notwithstanding, any public or institutional lender may hold a first mortgage or security interest in a Unit and such lien holder may acquire title to such Unit by foreclosure or instrument in lieu of foreclosure and the City and Habitat shall release this Deed Rider by recordable instrument provided (i) that upon receipt by the City and Habitat of notice in any form of an impending foreclosure against such Unit, including notice by newspaper publication, such lender shall allow the City and Habitat the opportunity to cure such default within sixty (60) days after receipt of such notice or to exercise its option in accordance with the terms and conditions set forth herein; and (ii) that the principal amount secured by such mortgage or security interest did not exceed the original principal amount of the then-current Owner's first mortgage loan on the Unit (the "Permitted Indebtedness").

Further, the lender holding a first mortgage shall notify the City and Habitat in the event of any default for which the lender intends to commence foreclosure proceedings but no failure to notify the City or Habitat shall impair the validity of foreclosure. Such notice shall be sent to the City and Habitat at the address and in the manner as set forth in this Deed Rider.

The rights and restrictions contained herein shall not lapse if a Unit is acquired through foreclosure or deed in lieu of foreclosure by (i) Owner of such Unit, (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 a Unit is

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 paragraph, this Deed Rider shall be revived and shall apply to such Unit as though it had never lapsed.

Further provided, that in consideration of the release of this Deed Rider, in the event of such foreclosure or transfer in lieu of foreclosure and if a Unit is sold to a third party, all proceeds of the sale shall be applied as follows: first, to the lender to pay all sums owing to such lender; second, to the City, for itself and as agent for Habitat to repay the Second Mortgage Loan; third, one-half to the Owner and one-half to the City for itself and as agent for Habitat. The City shall promptly pay to Habitat 60% of the amounts received by the City.

11. Proceeds from Casualty or Taking. The Owner, Habitat and the City agree that the grant of this Deed Rider gives rise for purpose of this Section 11 to a property right, immediately vested in the City and Habitat, with a fair market value that is equal to the sum of one-half of the Appreciation Amount that would be generated by a sale of each Unit for fair market value. Without implying that such could occur, if any occurrence ever gives rise to extinguishment or other release of this Deed Rider under applicable law, then the City and Habitat, on a subsequent transfer, exchange or involuntary conversion of each Unit, shall be entitled to one-half of any proceeds in excess of repayment of any first mortgage loan and any Second Mortgage Loan. Whenever all or any parts of a Unit is taken by public authority under power of eminent domain or other act of public authority, then the Owner of such Unit, the City and Habitat shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Owner, Habitat and the City shall first be paid out of any recovered proceeds, and the remaining proceeds (net of repayment of any first mortgage loan on such Unit and any Second Mortgage Loan on the Unit) shall be distributed in equal shares to the Owner and the City for itself and as agent for Habitat (and if a lesser interest than a fee interest is so taken, then the proceeds shall be allocated based on an equitable adjustment to such proportionate value according to the nature of the interest taken). The City shall promptly pay to Habitat 60% of the amounts received by the City.

If a Unit is destroyed by fire or other casualty and not rebuilt, or if it is taken by eminent domain, then all proceeds of insurance or sale in excess of the amounts of any first mortgage loan on such Unit and any Second Mortgage Loan on such Unit shall be shared equally between the Owner and the City for itself and as agent for Habitat (to be shared 60% to Habitat and 40% to the City).

12. Notice. All notices or other communication required or permitted to be given under this Agreement shall be in writing, signed by a duly authorized officer or agent of Habitat or the City and shall be deemed delivered if mailed, postage prepaid, by registered or certified mail, return receipt requested, to the principal office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other Parties:

If to the City:

City of Newton  
Director of Planning and Development  
Newton City Hall

With copies to:

Law Department  
Newton City Hall  
1000 Commonwealth Avenue

1000 Commonwealth Avenue  
Newton, Massachusetts 02459

Newton, MA 02459

If to Habitat:

With a copy to:

Habitat for Humanity Greater Boston, Inc.  
273 Summer Street, 3<sup>rd</sup> Floor  
Boston, MA 02210

Goodwin Procter LLP  
Exchange Place  
Boston, MA 02109  
Attn: R.J. Lyman, Esq.

13. Covenants to Run with the Land. This Deed Rider is intended to be construed as an affordable housing restriction as defined in Section 31 of Chapter 184 of the Massachusetts General Laws which has the benefit of Section 32 of said Chapter 184, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law. Habitat for itself and its successors and assigns, hereby agrees that any and all requirements of the laws of The Commonwealth of Massachusetts to be satisfied in order for this Deed Rider to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are intended to be satisfied, or in the alternative, that an equitable servitude has been created to insure that this Deed Rider runs with the land constituting the Property. It is intended and agreed that the agreements, covenants and restrictions set forth in this Deed Rider shall be binding upon Habitat, its successors and assigns, for the benefit of and shall be enforceable by the City and its successors and assigns, in perpetuity. It is further agreed that the reservation or grant of the agreements, covenants and restrictions contained herein are for public and charitable purposes.

14. Reference to Deed Rider. Each and every contract, deed or other instrument hereafter executed by Habitat or Owner relating to the conveyance of the Property or a Unit or a portion thereof shall expressly provide that such conveyance is subject to this Deed Rider, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Property or a Unit or a portion thereof provides that such conveyance is subject to this Deed Rider.

15. Appointment of Agent. The City and Habitat may each from time to time appoint and revoke the appointment of one or more agents who shall have the power to issue certificates as provided herein and to exercise and enforce the rights of the City or Habitat, as the case may be, as provided herein. Such appointments shall be made and revoked only by instrument in writing recorded with the Registry, and each such action shall be effective only upon recording. No such instrument of appointment or revocation of appointment shall be effective unless it expressly refers to this Deed Rider.

16. Enforcement. The rights hereby granted shall include the right of the City and, as to a subsequent Owner, Habitat, to enforce this Deed Rider independently by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations including without limitation relief requiring restoration of a Unit to its condition prior to any such violation (it being agreed that the City and Habitat will have no adequate remedy at law), and shall be in

addition to, and not in limitation of, any other rights and remedies available to the City and Habitat.

Without limitation on any other rights or remedies of the City, Habitat and their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of a Unit in violation of the provisions of this Deed Rider, the City and Habitat shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- (a) specific performance of the provisions of this Deed Rider;
- (b) money damages for the loss of the benefit of this Deed Rider or for the cost of creating or obtaining one other comparable dwelling unit to fulfill the need for affordable housing in the City for Low Income Households;
- (c) if the violation is a sale of a Unit at a price greater than the amount permitted hereunder, Habitat and the City shall each, in the order named, have the option to purchase a Unit on the same terms and conditions as provided herein for the exercise of its option to purchase such Unit, except that the purchase price shall be the price paid in a conveyance that would have complied with the provisions of this Deed Rider;
- (d) any contract for sale or any sale, conveyance or other transfer of a Unit in violation of the provisions of this Deed Rider in the absence of a certificate of compliance from the City and Habitat, to the maximum extent permitted by law shall be voidable by the City and Habitat by suit in equity to enforce such agreements, covenants and restrictions.

If any suit or action is brought to enforce this Deed Rider, the prevailing party shall be entitled to actual attorneys' fees and other costs of bringing the action, in addition to any other relief or remedy to which such party may be entitled.

Habitat for itself and its successors and assigns, hereby grants to the City the right to enter upon the Property and any Unit for the purpose of enforcing the restrictions herein contained, or of taking all actions with respect to the Property or a Unit which the City may determine to be necessary or appropriate, with or without court order, to prevent, remedy or abate any violation of the agreements, covenants and restrictions.

17. Death of Owner; Rights of Children to Remain. In the event of the death of an Owner, any direct descendants of such Owner will be entitled to continue to live in such deceased Owner's Unit for so long as it remains his, her or their principal place of residence. If such Unit is initially transferred to one such descendant, this provision does not apply to any subsequent transfer between siblings.

18. Modification and Waivers. No amendment, modification or waiver of any provision of this Deed Rider, nor any consent to any departure by Habitat or the Owner therefrom, shall in any event be effective unless the same is in writing and signed by the City and such amendment, modification or waiver shall be effective only in the specific instance and for the purpose for which given, and shall not be deemed to be a modification, waiver or consent of any right or remedy in any other instance. Further, neither any failure nor any delay on the part

of the City or Habitat in exercising any right, power, or privilege under this Deed Rider shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise or the exercise of any other right, power or privilege. Nothing contained herein shall limit the rights of the City or Habitat to release or waive from time to time, in whole or in part, any of the rights, covenants, agreements or restrictions contained herein.

19. Approvals/Consents. The parties hereto agree that any consents and/or approvals required from either party pursuant to the terms and provisions hereunder shall not be unreasonably withheld or delayed.

20. Headings. The headings and captions of the paragraphs and sections of the Deed Rider are not to be considered a part of this Deed Rider and shall not be used to interpret, define or limit the provisions hereof.

21. Severability. If any provision of this Deed Rider or the application thereof to any person or circumstance is held to be invalid or unenforceable by any decision of any court of competent jurisdiction in an action in which the City or Habitat is a party, such decision shall not impair or otherwise affect any other provision of this Deed Rider, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable.

22. Governing Law. This Deed Rider shall be construed and governed in accordance with the laws of the Commonwealth of Massachusetts.

23. Counterparts. This Deed Rider may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts shall together constitute but one and the same instrument.

24. Documentary Stamps. No Documentary Stamps are required as this Deed Rider is not being purchased by the City.

[SIGNATURE PAGE FOLLOWS]



EXECUTED as a sealed instrument this 14<sup>th</sup> day of August, 2007.

GRANTOR:

HABITAT FOR HUMANITY GREATER  
BOSTON, INC.

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

Name:

Title:

Duly Authorized

GRANTEE:

CITY OF NEWTON

By: R. Lisle Baker

Name: R. Lisle Baker

Title: Acting Mayor

Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2007, before me the undersigned notary public, personally appeared the above-named \_\_\_\_\_, \_\_\_\_\_ of Habitat for Humanity Greater Boston, Inc., and proved to me by satisfactory evidence of identification, consisting of: \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of said entity.

\_\_\_\_\_  
Notary Public  
Print Name:  
My Commission Expires: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 14<sup>th</sup> day of August, 2007, before me the undersigned notary public, personally appeared the above-named R. Lisle Baker, Acting Mayor of the City of Newton, proved to me by satisfactory evidence of identification, consisting of: personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of said entity.



\_\_\_\_\_  
Notary Public  
Print Name: David A. Olson  
My Commission Expires: March 1, 2013



EXECUTED as a sealed instrument this 16<sup>th</sup> day of August, 2007.

GRANTOR:

HABITAT FOR HUMANITY GREATER  
BOSTON, INC.

By: Lark Jurev Palermo  
Lark Jurev Palermo  
Chief Executive Officer and Executive Director  
Duly Authorized

GRANTEE:

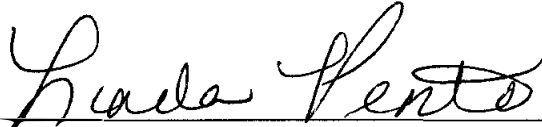
CITY OF NEWTON

By: \_\_\_\_\_  
Name: R. Lisle Baker  
Title: Acting Mayor  
Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 16<sup>th</sup> day of August, 2007, before me the undersigned notary public, personally appeared the above-named Lark Jurev Palermo, Chief Executive Officer and Executive Director of Habitat for Humanity Greater Boston, Inc., and proved to me by satisfactory evidence of identification, consisting of: MA Lic, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of said entity.



Notary Public

Print Name: LINDA PENTON

My Commission Expires: 9/29/2011

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this \_\_\_ day of August, 2007, before me the undersigned notary public, personally appeared the above-named R. Lisle Baker, Acting Mayor of the City of Newton, proved to me by satisfactory evidence of identification, consisting of: \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of said entity.

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

Print Name:

My Commission Expires: \_\_\_\_\_

EXHIBIT A

Form of Habitat First Note

PROMISSORY NOTE

\_\_\_\_\_, 20\_\_

Property Address: 315 Brighton Street, Newton, Massachusetts 02478

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay \_\_\_\_\_ AND 00/100 DOLLARS (\$\_\_\_\_\_.00) (this amount is called the "Principal") to the order of the Lender. The Lender is Habitat for Humanity Greater Boston, Inc. I will make payments under this Note in the form of cash, check, or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

This is a non-interest bearing note.

3. PAYMENTS

(a) Time and Place of Payments

I will pay principal by making a payment every month.

I will make my monthly payment on the first (1<sup>st</sup>) day of each month beginning on \_\_\_\_\_ 1, 20\_\_, I will make these payments every month until I have paid all of the principal and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date. If, on \_\_\_\_\_, 20\_\_, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments to \_\_\_\_\_, or at a different place if required by the Note Holder.

(b) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$\_\_\_\_\_. *[Monthly payment to be calculated based on level payment amortization of principal over the term of the loan]*

#### 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

#### 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the loan charges collected or to be collected in connection with this loan exceed the permitted limits, then (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

#### 6. BORROWER'S FAILURE TO PAY AS REQUIRED

##### (a) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of fifteen (15) calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be Ten and 00/100 Dollars (\$10.00). I will pay this late charge promptly but only once on each late payment.

##### (b) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

##### (c) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least thirty (30) days after the date on which the notice is mailed to me or delivered by other means.

##### (d) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

##### (e) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

#### 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at 273 Summer St., Boston, MA 02210 or at a different address if I am given a notice of that different address.

#### 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

#### 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

#### 10. SECURED NOTE

In addition to the protections given to the Note Holder under this Note, the Mortgage, (the "Security Instrument"), dated the same date as this Note, protects the Note Holder as from possible losses which might result if I do not keep the promises which I make in this Note. That security instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold, encumbered or transferred without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given in accordance with Section 14 (of the Security Instrument) within which Borrower must pay all

sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND AND SEAL OF THE UNDERSIGNED.

\_\_\_\_\_  
Witness



EXHIBIT B

Form of Habitat First Mortgage

Habitat for Humanity Greater Boston, Inc.  
273 Summer Street  
Boston, Massachusetts 02210

[Space Above This Line For Recording Data]

MORTGAGE

**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19, and 20. Certain rules regarding the usage of words used in this document are Section 15.

(A) **"Security Instrument"** means this document, which is dated \_\_\_\_\_, 20\_\_ together with all Riders to this document.

(B) **"Borrower"** is \_\_\_\_\_. Borrower is the mortgagor under this Security Instrument.

(C) **"Lender"** is Habitat for Humanity Greater Boston, Inc. Lender is a non-profit Corporation, organized under the laws of Commonwealth of Massachusetts. Lender's address is 273 Summer Street, Boston, Massachusetts 02210. Lender is the mortgagee under this Security Instrument.

(D) **"Note"** means the promissory note signed by Borrower and dated \_\_\_\_\_, 20\_\_\_. The Note states that Borrower owes Lender \_\_\_\_\_ And 00/100 Dollars (\$\_\_\_\_\_.00). Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than \_\_\_\_\_, 20\_\_.

(E) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(F) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument that are executed by Borrower.

(H) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) **"Community Association Dues, Fees and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) **"Escrow Items"** mean those items that are described in Section 3.

(L) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(N) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(O) **"Successor, in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

(P) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/>                   |
| Other(s)[specify]_____                         |   |  |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Biweekly Payment Rider         |  |

## TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with power of sale, the property described on **Exhibit A** attached hereto and made a part hereof, located in Middlesex County, which currently has the address of 315 Brighton Street, Newton, MA 02478 (the "Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All

replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**COVENANTS.** Borrower and Lender covenant and agree as follows:

11. **Payment of Principal and Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity, or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

12. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) principal due under the Note; (b) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic

Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

13. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay-Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay Lender any such amount. Lender may revoke the waiver as to any or all Escrow items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the

Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage, of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

14. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within ten (10) days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

15. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management

Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain coverages described above, Lender may obtain insurance coverage, at Lenders option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within thirty (30) days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The thirty (30) day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the

amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security instrument, whether or not then due.

16. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty (60) days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence.

17. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

18. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

19. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (i) paying any sums secured by a lien which has priority over this Security Instrument; (ii) appearing in court; and (iii) paying reasonable

attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

**20. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the



Miscellaneous proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default, and if acceleration has occurred, reinstate as provided in Section 18, by causing the action of proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

21. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

22. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "Co-Signer"): (a) is cosigning this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the Co-Signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument.

Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

23. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

24. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may only be one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

25. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract, or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this

Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender, (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

26. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

27. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

28. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five (5) days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (i) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (ii) cures any default of any other covenants or agreements; (iii) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (iv) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (A) cash; (B) money order, (C) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits

are insured by a federal agency, instrumentality or entity; or (D) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument, and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

29. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Services") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

30. **Hazardous Substances.** As used in this Section 20: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and, the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) that

creates an Environmental Condition or (c) that, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**31. Additional Transfer of Rights in the Property. Borrower must provide Lender thirty (30) days written notice prior to selling, encumbering, or transferring all or any part of the Property or any Interest in the Property. Borrower shall not grant any other security interest in or on the Property without the advance written consent of Lender.**

**32. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than thirty (30) days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the STATUTORY POWER OF SALE and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.**

**If Lender invokes the STATUTORY POWER OF SALE, Lender shall mail a copy of a notice of sale to Borrower, and to other persons prescribed by Applicable Law, in the manner provided by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the**

**following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.**

33. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

34. **Waivers.** Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of courtesy and dower in the Property.

35. **Mortgage Covenants.** This Security Instrument is granted to secure the indebtedness and the obligations evidenced by the Note, including any extensions, renewals, replacements and amendments thereof, as provided therein, and to secure the performance of the covenants, restrictions and agreements of the Borrower as set forth or referenced in the Note, in this Security Instrument, and in all other documents now or hereafter executed by the Borrower incident to the Borrower's purchase of the Property, the Borrower hereby GRANTS AND CONVEYS to the Lender with MORTGAGE COVENANTS the Property.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

\_\_\_\_\_  
Witness

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF MASSACHUSETTS            )  
  )  
COUNTY OF SUFFOLK                             )

On this \_\_<sup>th</sup> day of \_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_ (official signature and seal of notary)

My commission expires: \_\_\_\_\_

EXHIBIT C

Form of Second Note

SECOND NOTE

\_\_\_\_\_, 20\_\_

315 Brighton Street, Newton, Massachusetts 02478

For value received, \_\_\_\_\_, with an address of 315 Brighton Street, Newton, Massachusetts 02478 (the "Maker") promises to pay to the order of Habitat for Humanity Greater Boston, Inc., a Massachusetts non-profit corporation with an address at 273 Summer Street, Boston, Massachusetts ("Habitat") the principal amount of

\_\_\_\_\_ AND 00/100 DOLLARS (\$ \_\_\_\_\_ .00), in lawful money of the United States of America, with no interest thereon. The principal amount hereof and all other charges due hereunder shall be due and payable on \_\_\_\_\_, 20\_\_ (the "Maturity Date") or on such earlier date as either (i) the property mortgaged as security for this Note is sold or transferred by Maker or (ii) the debt secured by the First Mortgage (as defined below) becomes due and payable. No periodic payments shall be due hereunder.

This Note may be prepaid in whole or in part, at any time, without penalty. The Holder will use the entire amount of any prepayment to reduce the amount of principal owed under this Note.

The payment of principal hereunder shall be subordinate to the indebtedness of the Maker to Habitat secured by that certain Mortgage dated \_\_\_\_\_, 20\_\_ given by Maker to \_\_\_\_\_ (the "First Mortgage"). The Maker hereby acknowledges and agrees that the First Mortgage and the debt secured thereby shall be prior in right and interest to this Note.

If the Maker hereof shall fail to make any payment in accordance with the provisions of this Note on the date when due or fails to fully comply with the terms and conditions of the First Mortgage or any other document executed by Maker in connection therewith, then the Maker shall be in default hereunder and the entire obligation under this Note, shall become due and payable forthwith upon demand.

No delay or omission on the part of the Holder in exercising any right hereunder shall operate as a waiver of such right or of any other right of such Holder, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any further occasion.

If after any default the Holder hereof shall employ legal counsel to enforce any provisions of this Note or any instruments securing the same, the Maker agrees to pay reasonable attorneys' fees and expenses thus incurred by the Holder, the payment of which shall also be secured by the instruments securing the payment of this Note.

If any provision of this Note or instrument securing the same is prohibited by law or by regulatory authority, such provision shall be ineffective only to the extent of such prohibition



without invalidating any other provision of this Note or the instruments securing the same. This Note, and instruments securing the same, shall in all matters be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

This Note is secured by a Second Mortgage dated of even date herewith recorded with the Middlesex County (South) Registry of Deeds.

This Note is intended to take effect as a Massachusetts sealed instrument and is executed under seal as of the date first above written.

\_\_\_\_\_  
Witness

EXHIBIT D

Form of Second Mortgage

SECOND MORTGAGE

The undersigned \_\_\_\_\_ (the "Mortgagor") of 315 Brighton Street, Newton, MA 02478, for valuable consideration paid, grants to Habitat For Humanity Greater Boston, Inc., a Massachusetts non-profit corporation (the "Mortgagee") with an address at 273 Summer Street, Boston, Massachusetts, with MORTGAGE COVENANTS, to secure the payment of \_\_\_\_\_ AND 00/100 DOLLARS (\$\_\_\_\_\_.00) and performance of all obligations of the undersigned pursuant to a certain Second Note, dated of even date herewith from the Mortgagor to Mortgagee, the Premises commonly known as and numbered 315 Brighton Street, Newton, MA 02478, more particularly described on Exhibit A attached hereto and incorporated by reference herein.

Together with all the improvements now or hereafter erected on the property of which the Premises is a part, and all easements, appurtenances, and fixtures now or hereafter a part of the property of which the Premises is a part. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing to the extent of the Mortgagor's interest therein together with the Premises are referred to in this security instrument as the "Property."

The Mortgagor covenants that the Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered except for that certain mortgage granted by the Mortgagor to the Mortgagee in the original principal amount of \_\_\_\_\_ AND 00/100 DOLLARS (\$\_\_\_\_\_.00) (the "First Mortgage"), and that the Mortgagor will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements, or restrictions of record. The Mortgagee hereby acknowledges and agrees that the First Mortgage shall be prior in right and interest to this Mortgage and may be hereinafter referred to as the "Senior Mortgage."

Mortgagor covenants and agrees with Mortgagee as follows:

36. Mortgagor will perform all of the covenants and agreements contained in this Second Mortgage, the Second Note and all other documents executed by Mortgagor in connection therewith, the terms of which are incorporated herein.

37. Mortgagor will pay when due all taxes, charges for water and sewer and other municipal services, and other charges and assessments now or hereafter assessed on or with respect to the Property.

38. Mortgagor will maintain the Property at all times in as good repair and condition as the same now are or hereafter may be put. Mortgagor will not permit any waste or strip of the Property, nor any violation of any law, by-law, ordinance, restriction, regulation, order or code affecting the Property or the uses thereof. Mortgagor will promptly repair and restore any part of

the Property which may be damaged or destroyed by fire or other casualty or taking by eminent domain. Mortgagor will permit Mortgagee, its agents and employees reasonable opportunity to enter upon the Property for the purposes of inspecting the condition of the Property and conduct such tests as Mortgagee reasonably may deem appropriate to determine Mortgagor's compliance with the covenants contained in this Mortgage.

39. Mortgagor will keep the buildings now or hereafter constituting a portion of the Property insured against fire and other casualties, with extended coverage endorsement, in sums satisfactory to Mortgagee. All insurance upon said buildings will be for the benefit of, and first payable in case of loss to Mortgagee, and Mortgagor will deposit all of said insurance policies, or a certificate thereof, with Mortgagee.

40. If the Property or any part thereof is damaged or destroyed by fire or other hazard insured against, or if the Property or any part thereof is taken by eminent domain, any proceeds from insurance or damages for such taking, as the case may be, must be paid to Mortgagee. Mortgagee will release such portion of the proceeds to Mortgagor as is necessary to restore the Property to their prior condition insofar as is practicable upon such terms and conditions as Mortgagee deems appropriate (but Mortgagee will not be obligated to see to the application of any amount so paid to Mortgagor) and apply the balance thereof, if any, to the debt secured by this Mortgage.

41. At the sole option of the Mortgagee, the following shall constitute an Event of Default for which the Mortgagee will have the STATUTORY POWER OF SALE upon fifteen (15) days' notice to the Mortgagor and to the holder of the Senior Mortgage without demand or further notice upon an event:

(a) the Mortgagor shall be in default in the performance of or breach of any of the covenants contained or referenced herein or in the Second Note; (b) the ownership of the Property, or any part thereof, shall become vested in any other person or entity or encumbered in violation of any of the covenants or agreements contained herein and without the prior written consent of the Mortgagee; (c) the Mortgagor is declared in default under the Senior Mortgage or any other mortgage encumbering or lien on the Property; (d) death, insolvency, business failure of the Mortgagor, appointment of a receiver for any part of the Property or any other property of the Mortgagor, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Mortgagor; (e) levy, seizure or attachment of the Property or any part thereof; or (f) any representation, warranty, statement or certificate made or furnished by Mortgagor to the Mortgagee shall prove to have been false or misleading in any material respect as of the date made or furnished.

42. If Mortgagor defaults in the performance or observance of any covenant or agreement contained in this Second Mortgage or the Second Note, Mortgagee will have the right (but not the obligation) to perform the same, and the cost thereof (including, but not limited to, attorneys' fees incurred in connection therewith) will immediately be due from Mortgagor to Mortgagee and be secured by this Mortgage; and Mortgagee will have the additional right (without regard to the adequacy of any security) to apply toward the debt secured hereby any payment or other sum held by or due from Mortgagor to Mortgagee without first enforcing any

other rights of Mortgagee against Mortgagor or against any endorser or guarantor of the Second Note or against the Property.

43. If Mortgagee becomes involved in any action or course of conduct with respect to the Second Note, this Mortgage, the Property, or any other security for the indebtedness secured hereby, in order to protect its interest therein, to sustain the lien of this Mortgage or its priority or to protect or enforce any of its rights hereunder, or to recover any indebtedness hereby secured, including without limitation Mortgagee's commencement and prosecution of foreclosure proceedings or defending or participating as a party in any action at law or in equity brought by Mortgagor or any other person or organization with respect to the Property, Mortgagor will promptly reimburse Mortgagee for all charges, costs and expenses incurred by Mortgagee in connection therewith, including without limitation attorneys' fees and such charges, costs and expenses will be deemed to be secured by this Mortgage.

**44. Mortgagor must provide Mortgagee thirty (30) days written notice prior to selling, encumbering, or transferring all or any part of the Property or any Interest in the Property. Borrower shall not grant any other security interest in or on the Property without the advance written consent of Mortgagee.**

45. If this Mortgage is at any time subject or subordinate to another mortgage, Mortgagor will not modify, amend, or extend such prior mortgage, or the debt or any obligation secured thereby, without the written consent of Mortgagee. Any default under such prior mortgage or any obligations secured thereby will be a default hereunder, and Mortgagee will be entitled but not obligated to cure said default as provided herein.

46. Any notice, demand or other communication from Mortgagee to Mortgagor will be in writing and will be deemed given when either personally served or deposited in the United States mail, postage prepaid by registered or certified mail, or sent by express delivery service, addressed to Mortgagor at the address set forth at the beginning of this Mortgage or the business address of Mortgagor last known to Mortgagee.

47. Any failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the terms or provisions hereof will not be deemed to be a waiver of any of the terms or provisions hereof, and Mortgagee, notwithstanding any such failure, will have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by Mortgagor.

48. The rights of Mortgagee arising under the clauses and covenants contained in this Mortgage will be separate, distinct and cumulative and none of them will be in exclusion of the others. This Mortgage cannot be changed except by an agreement in writing signed by the party against whom enforcement of the change is sought.

49. This Mortgage is upon the STATUTORY CONDITION and upon the further condition that all covenants and agreements of Mortgagor in the Second Note, this Mortgage, and all other instruments executed in connection therewith and in all other mortgages, debts and obligations of or from Mortgagor to or for the benefit of Mortgagee will be kept and fully

performed, and upon any breach of the same Mortgagee will have the STATUTORY POWER OF SALE and any other powers given by statute or contained herein.

50. This Mortgage will be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts.

51. **Mortgage Covenants.** This Mortgage is granted to secure the indebtedness and the obligations evidenced by the Second Note, including any extensions, renewals, replacements and amendments thereof, as provided therein, and to secure the performance of the covenants, restrictions and agreements of the Mortgagor as set forth or referenced in the Second Note, in this Mortgage, and in all other documents now or hereafter executed by the Mortgagor incident to the Mortgagor's purchase of the Property, the Mortgagor hereby GRANTS AND CONVEYS to the Lender with MORTGAGE COVENANTS the Property.

Meaning, and intending, to mortgage and hereby mortgaging all of the same Property conveyed to the Mortgagor by Deed dated as of \_\_\_\_\_, 20\_\_ and recorded herewith, subject to the other Mortgage of even date on the same Property herewith granted by the Mortgagor to the Mortgagee to be recorded immediately prior hereto.

[The remainder of this page is intentionally left blank.]

**IN WITNESS WHEREOF**, the undersigned has executed this Mortgage as a Massachusetts sealed instrument as of this \_\_\_<sup>th</sup> day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ )  
Witness

COMMONWEALTH OF MASSACHUSETTS            )  
  )  
COUNTY OF MIDDLESEX                         )

On this \_\_\_<sup>th</sup> day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_ (official signature and seal of notary)

My commission expires: \_\_\_\_\_

Doc 01452820

Southern Middlesex LAND COURT

REGISTRY DISTRICT

RECEIVED FOR REGISTRATION

On: Aug 24, 2007 at 03:49P

Document Fee 125.00 Rec Total \$650.00

NOTED ON: CERT 240266 BK 01343 PG 65

# Memoranda Of Encumbrances

**Cert No:** 229554,240266

**Book/Page:** 01343/65

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**Cert No** 240266  
**Document Number** 1452821  
**Kind** CERTIFICATE  
**In Favor of**  
**Date of Instr**  
**Terms**  
**Date of Reg** 08/24/2007  
**Time of Reg** 3:49PM

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**Cert No** 240266  
**Document Number** 1452822  
**Kind** CERTIFICATE  
**In Favor of**  
**Date of Instr**  
**Terms**  
**Date of Reg** 08/24/2007  
**Time of Reg** 3:49PM

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**Cert No** 240266  
**Document Number** 1452823  
**Kind** RESTRICTIONS  
**In Favor of**  
**Date of Instr**  
**Terms**  
**Date of Reg** 08/24/2007  
**Time of Reg** 3:49PM

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**Cert No** 240266  
**Document Number** 1452823

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**Kind** ACCEPTANCE

**In Favor of**

**Date of Instr**

**Terms**

**Date of Reg** 08/24/2007

**Time of Reg** 3:49PM

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**Cert No** 240266

**Document** 1452823

**Number**

**Kind** APPROVAL

**In Favor of**

**Date of Instr**

**Terms**

**Date of Reg** 08/24/2007

**Time of Reg** 3:49PM

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**Cert No** 240266

**Document** 1452823

**Number**

**Kind** APPROVAL

**In Favor of**

**Date of Instr**

**Terms**

**Date of Reg** 08/24/2007

**Time of Reg** 3:49PM

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**Cert No** 240266

**Document** 1506077

**Number**

**Kind** MUNICIPAL LIEN CERTIFICATE

**In Favor of**

**Date of Instr** 06/18/2009

**Terms**

**Date of Reg** 07/01/2009

**Time of Reg** 10:25AM

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**Cert No** 240266

**Document** 1506078

**Number**

---

**Kind** CERTIFICATE

**In Favor of**

**Date of Instr** 06/11/2009

**Terms**

**Date of Reg** 07/01/2009

**Time of Reg** 10:25AM

---

**Cert No** 240266

**Document** 1506079

**Number**

**Kind** CERTIFICATE

**In Favor of**

**Date of Instr** 06/23/2009

**Terms**

**Date of Reg** 07/01/2009

**Time of Reg** 10:25AM

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**Cert No** 240266

**Document** 1506080

**Number**

**Kind** MASTER DEED

**In Favor of**

**Date of Instr** 05/29/2009

**Terms**

**Date of Reg** 07/01/2009

**Time of Reg** 10:25AM

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**Cert No**

**Document**

**Number**

**Kind**

**In Favor of**

**Date of Instr**

**Terms**

**Date of Reg**

**Time of Reg**

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# Southern Middlesex - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 2/14/2019 12:40:35 PM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
1506080	MASTER DEED		00037/30	07/01/2009	0.00
<b>Property-Street Address and/or Description</b>					
74 WEBSTER PK LOT 2	<a href="#">This master condominium deed incorporates by reference a deed rider that runs with the land (recorded 24 Aug 2007, book 1343, page 65) specifying permanent affordability &amp; resale requirements for these condominium units. This copy of the master deed is attached to the copy of that deed rider on the Newton CPC website.</a>				
<b>Grantors</b>					
HABITAT FOR HUMANITY GREATER BOSTON INC, WEBSTER PARK CONDOMINIUM					
<b>Grantees</b>					
HABITAT FOR HUMANITY GREATER BOSTON INC					
<b>References-Book/Pg Description Recorded Year</b>					
<b>Registered Land Certificate(s)-Cert# Book/Pg</b>					
240266 01343/65, C900 00037/30					



2009 01506080

Bk: 37 Pg: 30 Cert#: C900  
Doc: MD 07/01/2009 10:25 AM

June 9, 2009  
ALLOWED  
*Cherie Brambley J*  
Justice

**MASTER DEED**

**OF**

**WEBSTER PARK CONDOMINIUM**

**NEWTON, MASSACHUSETTS**

2009 01506080

**After recording return to:**  
**Goodwin Procter LLP**  
**Exchange Place**  
**Boston, MA 02109**  
**Attention: Randi J. Eisner, Esq.**

240214

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**LIST OF EXHIBITS**

**EXHIBIT A** – Legal Description of the Condominium Land

**EXHIBIT B** – List of Site Plans and Floor Plans

**EXHIBIT C** – Reduced Copy of Site Plan

**EXHIBIT D** – Unit Designations and Information (including Percentage Interests)

**EXHIBIT E** – Easements and Restrictions of Record



**MASTER DEED  
OF  
WEBSTER PARK CONDOMINIUM  
NEWTON, MASSACHUSETTS**

Habitat for Humanity Greater Boston, Inc., a Massachusetts non-profit corporation (together with its successors and assigns, as hereinafter provided, called the "Declarant") being the sole owner of the land with the building thereon known and numbered 74 Webster Park, located in Newton, Middlesex County, Massachusetts, more particularly described on Exhibit A attached hereto and incorporated herein, by duly executing and recording this Master Deed, does hereby submit the land, together with the improvements and structures of the Condominium (more particularly described below) and all easements, rights and appurtenances belonging thereto, to the provisions of Chapter 183A of the General Laws of Massachusetts, as amended, and proposes to create, and hereby does create, Webster Park Condominium, a condominium to be governed by and subject to the provisions of Chapter 183A.

**ARTICLE I - DEFINITIONS**

The following words and phrases will have the following meanings:

Section 1.01. Building. The Building located at 74 Webster Park, Newton, Massachusetts more particularly described in Section 3.01.

Section 1.02. ByLaws. The Bylaws enacted by the Trustees pursuant to the provisions of Chapter 183A, as amended from time to time. The By-laws are attached as Exhibit C to the Declaration of Trust of Webster Park Condominium Trust, to be recorded herewith.

Section 1.03. Chapter 183A. Chapter 183A of the General Laws of the Commonwealth of Massachusetts, as amended from time to time.

Section 1.04. Common Charges. The common charges payable by each Unit Owner to meet the Common Expenses of the Condominium as provided in Section 2.2 of the By-laws.

Section 1.05. Common Elements. The common areas and facilities of the Condominium, more particularly described in Article 5 of this Master Deed.

Section 1.06. Common Expenses. The expenses for the operation, administration, maintenance, repair and replacement of the Common Elements as more particularly described in Section 2.1 of the By-laws.

Section 1.07. Condominium. The Condominium created by this Master Deed, to be known as "Webster Park Condominium".

Section 1.08. Condominium Documents. This Master Deed and the Declaration of Trust to be recorded herewith, and all exhibits, schedules and/or attachments to the Master Deed and Declaration of Trust, all as amended from time to time, are collectively referred to as the "Condominium Documents." Exhibits, schedules or other documents which may be attached to a Condominium Document shall be deemed a part thereof.

Section 1.09. Condominium Land. The land portion of the Condominium as set forth in Article 2 of this Master Deed, more particularly described in Exhibit A attached hereto.

Section 1.10. Declarant. Habitat for Humanity Greater Boston, Inc., a Massachusetts non-profit corporation, and its respective successors and assigns.

Section 1.11. Declaration of Trust. The Declaration of Trust of the Webster Park Condominium Trust recorded herewith, also referred to as the Trust (see Article 11 below).

Section 1.12. FHLMC. The Federal Home Loan Mortgage Corporation.

Section 1.13. Floor Plans. The plans recorded with the Master Deed and any amendments thereto which show the layout, location, Unit designations and dimensions of the Units and bear the certification required by Section 6 of Chapter 183A.

Section 1.14. Household Pets. See Section 7.02.

Section 1.15. Legal Requirements. See Section 7.03.

Section 1.16. Limited Common Elements. See Section 5.02.

Section 1.17. Listed Mortgagee. The holder of a first mortgage on any Unit who has notified the Trust, in writing, of its name and address, and that it holds a first mortgage on a Unit. Such notice shall be deemed to include a request that the Listed Mortgagee be given the notices and other rights described in Article 13 of the Master Deed.

Section 1.18. Master Deed. This Master Deed creating Webster Park Condominium, as recorded in the Registry, as amended from time to time.

Section 1.19. Percentage Interest. The percentage of undivided interest in the Common Elements which is appurtenant to each Unit.

Section 1.20. Person. An individual, corporation, trust, estate, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

Section 1.21. Property. See Section 5.03(d).

Section 1.22. Recorded Plans. The Site Plan and Floor Plans depicting the Condominium listed in Exhibit B and recorded with this Master Deed, as the same may be amended from time to time as permitted herein. The Recorded Plans are more particularly described in Article 6 of this Master Deed.

Section 1.23. Registry. The Middlesex South District Registry of the Land Court. The term "recorded" as used herein shall mean filed with the Registry.

Section 1.24. Rules and Regulations. The rules and regulations for the use of Units and the Common Elements and for the conduct of persons within the Condominium adopted by the Trustees pursuant to the Declaration of Trust and the provisions of Chapter 183A, as amended from time to time.

Section 1.25. Site Plan. See Section 2.02.

Section 1.26. Trust. The Declaration of Trust of the Webster Park Condominium Trust, as amended from time to time and recorded herewith. See Article 11.

Section 1.27. Trustee or Trustees. The persons appointed as Trustees to the Webster Park Condominium Trust.

Section 1.28. Special Amendment. An amendment to the Condominium Documents which may be executed and recorded by Declarant without the consent of any Unit Owner or any mortgagee of a Unit, including Listed Mortgagees, pursuant to Article 10 of the Master Deed.

Section 1.29. Unit. A physical portion of the Condominium designated for separate ownership or occupancy, the boundaries of which are described in Article 4 of this Master Deed.

Section 1.30. Units. The two (2) Units created by the recording of this Master Deed more particularly described in Section 4.01.

Section 1.31. Unit Owner. Declarant or other Person who holds record title to a Unit. Unit Owner does not include a Person having an interest in a Unit solely as security for an obligation. Declarant is the initial Unit Owner of the Units created by this Master Deed.

Section 1.32. Working Dogs. See Section 7.02.

## ARTICLE 2 - NAME OF CONDOMINIUM AND DESCRIPTION OF CONDOMINIUM LAND

Section 2.01. Name of the Condominium. The name of the Condominium shall be "Webster Park Condominium." The condominium is referred to in this Master Deed as the "Condominium."

Section 2.02. Condominium Land. The real property included within the Condominium (the "Condominium Land") consists of 10,055 ± square feet of land located in Newton, Middlesex County, Massachusetts more particularly described in Exhibit A attached hereto and incorporated herein by reference. The Condominium Land is subject to, and has the benefit of, all rights, easements, agreements, reservations and restrictions of record affecting the Condominium Land. The Condominium Land is shown on the As Built Site Plan recorded with this Master Deed entitled, "Webster Park Condominium, 74A & 74B Webster Park, Newton, MA," dated June 9, 2009, prepared by Mistry Associates, Inc. (the "Site Plan"), a reduced copy of which is attached hereto as Exhibit C.

### ARTICLE 3 - DESCRIPTION OF THE CONDOMINIUM

Section 3.01. Description of the Condominium. The Condominium consists of a two (2) story wood framed building with cement board cladding and asphalt roof shingles (the "Building"). The footprint of the Building is shown on the Site Plan recorded herewith. There are two Units included the Condominium.

### ARTICLE 4 - DESCRIPTION OF UNITS

Section 4.01. Floor Plans. The Units are more particularly described as to designation, location, number of rooms, approximate area, percentage interest in Common Elements, and immediately accessible Common Elements in Exhibit D attached hereto. The Floor Plans of the Building entitled, "Webster Park Condominium, 74A & 74B Webster Park, Newton, MA," dated June 9, 2009, prepared by Mistry Associates, Inc. and consisting of two (2) sheets (the "Floor Plans"), showing the layout, location, unit numbers and dimensions of the Units, stating the name of the building or that it has no name, and bearing the verified statement of a registered architect, registered professional engineer or registered land surveyor that said plans fully and accurately depict the same as-built, are recorded herewith.

Section 4.02. Boundaries of the Units. The boundaries of each of the Units with respect to the floors, ceilings and walls thereof, are as follows:

- (i) Floors: The plane of the upper surface of the subflooring or the undecorated concrete floor slab, as applicable;
- (ii) Interior Walls Separating the Units from other Units or Common Elements: The plane of the interior surface of the furring strips; or if there be no furring strips, the plane of the interior surface of the wall studs;
- (iii) Exterior Building Walls: The plane of the interior surface of the furring strips; or if there be no furring strips, the plane of the interior surface of the wall studs;
- (iv) Ceilings: The plane of the lower surface of the ceiling joists or strapping, if there be any;

(iv) Ceilings: The plane of the lower surface of the ceiling joists or strapping, if there be any;

(v) Windows: The exterior surface of the windows in their entirety, including the frame, mullions, muntins, sash, stiles, lights, hardware and flashing, including any exterior molding or trim, screens and storm windows that open, if any, that open from a unit are part of the unit from which they open; and

(vi) Doors: Doors that open from a unit are part of the unit from which they open.

Included as part of each Unit are: (i) interior ceilings, interior walls and floor coverings; (ii) stairways that are contained wholly within a Unit; (iii) air-conditioning and heating components serving only one Unit, if any, whether located within or without the designated boundaries of such Unit; and (iv) subject to the following sentence, all space, interior partitions, fixtures and improvements (including without limitation sinks, bathtubs and other plumbing facilities, refrigerators, ovens and other appliances and chutes, flues, ducts, conduits or wires serving only the Unit) within the designated boundaries of the Unit. If any chutes, flues, ducts, conduits, wires, bearing walls or columns, or any other apparatus, lie partially within and partially outside of the designated boundaries of a Unit, any portion thereof serving only that Unit shall be deemed a part of that Unit.

So long as any Units are owned by Declarant, the boundaries of such Units may be changed, modified, combined or subdivided, and portions of the Units may be redesignated as Common Elements, solely in the discretion of Declarant, provided the same is in accordance with Chapter 183A.

Section 4.03. Percentage Interest. Each Unit shall be entitled to a Fifty Percent (50%) interest in the Common Elements (the "Percentage Interest").

## ARTICLE 5 - COMMON ELEMENTS

The common areas and facilities included in the Condominium consist of the General Common Elements and Limited Common Elements described below.

### Section 5.01. General Common Elements.

The "General Common Elements" are those areas and facilities of the Condominium that are for the common use of both Unit Owners. As of the date of this Master Deed, the General Common Elements include the following:

(a) Those portions of the Condominium Land that are not designated as Limited Common Elements on the Site Plan, together with the benefit of and subject to all other rights and easements and all matters of record;

(b) The driveway, fencing, landscaping, lighting fixtures, equipment, planters, trash receptacles and other improvements located on any portion of the Condominium Land that is a General Common Element as described in Section 5.01(a) above;

(c) The foundations, footings, columns, girders, bulkheads, beams and supports, including all structural or load-bearing interior walls, and all exterior building walls, interior building walls, and ceilings that are not included within the boundaries of any Unit as described in Article 4, including all fire-rated enclosures thereof;

(d) The roof and the exterior siding of the Building;

(e) The areas shown as "Porch" and "Entry" on Sheet 2 of the Floor Plans;

(f) The smoke detectors and carbon monoxide detectors, and any other life safety systems (if any), serving the Condominium;

(g) Telephone and data transmission equipment, conduit, cabling, antennas, transmitters and related devices which serve the Building and which are not owned by any Unit Owner or utility company, and the space in which such equipment is housed;

(h) All conduits, ducts, pipes, plumbing, wiring, chimneys, flues, equipment, fixtures, machinery, furnishings, transformer vaults, and other facilities for the furnishing of heat, air-conditioning, electricity, water or other utilities or services to both Units;

(i) All other areas or facilities of the Condominium which serve both Units or which are designated or described as General Common Elements on the Recorded Plans.

Except as otherwise specifically set forth in this Master Deed or the Trust, the General Common Elements shall be maintained, operated, repaired and replaced as necessary by the Trustees and the costs thereof shall be included in Common Charges as provided in Section 2.2 of the By-laws.

Section 5.02. Limited Common Elements. The Limited Common Elements shall consist of those areas and facilities of the Condominium appurtenant to one Unit and designated for the exclusive use of the Unit Owner of that Unit. As of the date of this Master Deed, the Limited Common Areas include the following:

(a) The area of the Condominium Land which contains two parking spaces and which is labeled "Unit 74A Parking Area" on the Site Plan is a Limited Common Element appurtenant to Unit 74A.

(b) The area of the Condominium Land which contains two parking spaces and which is labeled "Unit 74B Parking Area" on the Site Plan is a Limited Common Element appurtenant to Unit 74B. ✓

(c) The area of the Condominium Land labeled "Unit 74A Lawn Area" on the Site Plan is a Limited Common Element appurtenant to Unit 74A.

(d) The area of the Condominium Land labeled "Unit 74B Lawn Area" on the Site Plan is a Limited Common Element appurtenant to Unit 74B.

(e) The area of the Building labeled "Unit 74A Porch" on Sheet 2 of the Recorded Plans is a Limited Common Element appurtenant to Unit 74A.

(f) The area of the Building labeled "Unit 74B Porch" on Sheet 2 of the Recorded Plans is a Limited Common Element appurtenant to Unit 74B.

Each Unit Owner shall be responsible, at its sole cost and expense, for the maintenance, repair and, if necessary, replacement of the Limited Common Elements appurtenant to its Unit. Unit Owners may place ordinary items of furniture and plants only within the boundaries of the Limited Common Elements appurtenant to its Unit. Unit Owners shall be responsible for keeping the Limited Common Elements appurtenant to their Units neat, clean and in orderly condition, at the Unit Owners' sole cost and expense.

#### Section 5.03. General Provisions.

(a) Determination of Percentage Interests. Each Unit shall be entitled to a Fifty Percent Interest (50%) in the Common Elements of the Condominium.

(b) Common Elements to Remain Undivided. The Common Elements shall remain undivided and no Unit Owner or other person shall bring or shall have the right to bring any action for partition or division thereof, except as may be specifically provided for herein or in the Trust.

(c) Easements to Use General Common Elements. Each Unit Owner shall have an easement, in common with the other Unit Owner, to use all General Common Elements wherever they may be located in the Condominium (including, without limitation, Common Elements located within other Units), provided each Unit Owner shall exercise the foregoing rights in such a manner as not to interfere unreasonably with the use of other Units for their permitted purposes. Such easements shall be subject to the rights of the Trust to adopt Rules and Regulations governing the use of the Common Elements.

(d) Property and Unit Owners' Rights in Common Elements Subject to Master Deed, Etc. The term "Property" as used herein shall include the Condominium Land, the Building, and all other improvements on the Condominium Land now or hereafter included as part of the Condominium, including the Units and Common Elements, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection the Condominium. The Property, and the rights of each Unit Owner with respect to the Common Elements, are subject to any rights, easements and limitations on use contained in other portions of the Condominium Documents, as the same may be amended from time to time.

(e) Rights of Access of the Trustees of the Condominium Trust. The Trustees of the Condominium Trust and their agents shall have the right of access at all reasonable times and upon not less than one (1) day's prior notice (except in the event of an "emergency" (i.e., a condition requiring repair or replacement immediately necessary for the preservation of any portion of the Condominium, or for the safety of the occupants of the Condominium or other persons, or to avoid the suspension of any necessary service to any portions of the Condominium) to each Unit and any other portion of the Condominium for purposes of operating, inspecting, protecting, maintaining, cleaning, repairing and replacing any Common Elements and correcting, terminating and removing acts or things that interfere with each Unit Owner's use and enjoyment of such Common Elements or are otherwise contrary to or in violation of the provisions of the Condominium Documents or any Legal Requirements (as that term is defined in Section 7.03, below); and the Trustees of the Condominium Trust may for such purpose require each Unit Owner to deposit a key to its Unit with the Trustees. No lock to any Unit shall be replaced with a lock that does not conform to the master key system maintained by the Webster Park Condominium Trust. Any such replacement lock must be installed at the Unit Owner's sole cost and expense, by a contractor approved by the Trustees.

(f) Encroachment. If any portion of the Common Elements encroaches upon any portion of a Unit, or if any portion of a Unit encroaches upon any portion of any other Unit or the Common Elements as a result of (a) settling or shifting of the Building, (b) any alteration, repair or restoration of the Common Elements made by or with the consent (when and as required by the Trust) of the Trustees, or made by Declarant as provided herein or in the Trust, or (c) any alteration, repair or restoration of any portion of the Condominium after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment, and for the maintenance of the same to the extent of and for the duration of such encroachment.

## ARTICLE 6 - PLANS

Section 6.01. Recorded Plans. Simultaneously with the recording of the Master Deed there has been recorded a set of plans which consist of the Site Plan and Floor Plans more particularly described in Exhibit B attached hereto. The Site Plan shows the Condominium Land and the surrounding streets and the location of the Building on the Condominium Land. The Floor Plans show the layout, location, unit designations and dimensions of the Units, the Limited Common Elements appurtenant to each Unit, and any Common Elements to which the Units have access. The Site Plan and the Floor Plans are collectively referred to herein as the "Recorded Plans." The Recorded Plans state the address of each Unit and bear the verified statement of a registered land surveyor, architect or professional engineer certifying that the plans fully and accurately depict the layout, location, unit designations and dimensions of the Units as-built.

## ARTICLE 7 - USE OF UNITS AND COMMON ELEMENTS

Section 7.01. Use of Units, Limited Common Elements and Common



## Elements

(a) Units. The Units shall be used only for residential purposes by not more than one family unit and its temporary nonpaying guests. Occupancy of each Unit shall be limited to no more than two (2) persons per bedroom. In addition, no more than two (2) persons unrelated to the family may occupy any Unit. For purposes of this Master Deed, the phrase "unrelated to the family" shall mean anyone who is not legally or genetically related to the family. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, shall be conducted, maintained or permitted in any Unit except as expressly permitted herein. The right to place any "For Sale," "For Rent" or "For Lease" signs on any unsold or unoccupied Units is reserved for Declarant, and accordingly, no Unit Owner of any Unit shall maintain or permit such signs or other window displays or advertising on any part of the Condominium or in any Unit.

EACH UNIT OWNER ACKNOWLEDGES THAT ITS UNIT IS LOCATED IN A CONDOMINIUM, AND THAT THE CONDOMINIUM IS OCCUPIED BY THE INDIVIDUAL UNIT OWNERS OF EACH UNIT AND THEIR RESPECTIVE FAMILY MEMBERS AND GUESTS. EACH UNIT OWNER AGREES TO USE AND OCCUPY ITS UNIT IN A MANNER THAT WILL NOT UNREASONABLY INTERFERE WITH THE USE AND OCCUPANCY OF THE OTHER UNIT. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON IN ANY UNITS OR IN THE COMMON ELEMENTS, NOR SHALL ANYTHING BE DONE THEREIN EITHER WILLFULLY OR NEGLIGENTLY THAT MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE OTHER UNIT OWNERS OR OCCUPANTS. NO UNIT OWNER SHALL DO OR PERMIT ANYTHING TO BE DONE BY THE UNIT OWNER'S FAMILY OR VISITORS THAT WILL INTERFERE WITH THE RIGHTS, COMFORTS OR CONVENIENCES OF OTHER UNIT OWNERS OR OCCUPANTS.

(b) No Unit Rentals. The Units must be "owner occupied" and may not be rented or leased.

(c) Compliance with Condominium Documents. None of the Units, the Common Elements, or any portion of the foregoing, shall be used or maintained in a manner inconsistent with any of the Condominium Documents.

(d) Rights of Declarant. Until Declarant has conveyed both of the Units, (i) Declarant may, notwithstanding the foregoing provisions of Section 7.01 hereof, rent, lease or license Units, furnished or unfurnished, for any term, and (ii) the provisions of Section 7.01(b) shall not apply to Declarant.

Section 7.02. Pets. The policy on pets is as follows:

(a) No animals, reptiles or pets of any kind shall be raised, bred, kept or permitted in any Unit or in the Common Elements, except as provided in this Section 7.02.

(b) Dogs trained to assist persons of impaired sight or hearing ("Working Dogs") shall be permitted.

(c) Dogs, cats, birds, gerbils and aquarium fish (collectively referred to as "Household Pets") shall be permitted, subject to the following rules and regulations:

(i) Dogs, cats, birds and gerbils may not exceed a total of two (2) per Unit, unless otherwise approved by both Unit Owners;

(ii) Household Pets may not be kept, bred or maintained for any commercial purposes;

(iii) All Household Pets permitted hereunder shall be licensed and inoculated as required by law;

(iv) Unit Owners owning Dogs and Working Dogs shall be permitted to walk their dogs only in areas of the General Common Elements specified by the Trustees of the Condominium Trust for such purposes, provided their dogs are on a leash not exceeding six (6) feet in length, and Unit Owners shall be required to immediately pick up and properly dispose of their pet's droppings in a sanitary manner;

(v) Unit Owners shall be permitted to allow their household pets to walk freely within any of each Units' Limited Common Elements, provided any such pet is (a) under the control of its owner or another responsible person, and (b) not disturbing any other Unit Owner (or their guests and/or invitees). Any pet allowed within a Limited Common Element shall either be on a leash not exceeding ten (10) feet in length or shall otherwise be restrained by a fence approved by the Trustees. Unit Owners who wish to install a fence within any Limited Common Element, whether an electronic fence or otherwise, may only do so after receiving the prior written consent of the other Unit Owner. Any Unit Owner who has a pet shall assume all risks of allowing such pet within any Limited Common Element, including without limitation, risks associated with the pet leaving any fenced-in area. By acceptance of a deed of a Unit in the Condominium, each Unit Owner agrees to indemnify the Trustees, the other Unit Owner and the Webster Park Condominium Trust from and against all loss, cost, damage and expense caused by such pet.

(vi) Each Unit Owner keeping a Household Pet which violates any of the foregoing provisions, or causes any damage to or requires the clean-up of the Common Elements or of any Unit, or if any such pet is offensive or causes or creates any nuisance or unreasonable disturbance, odor or noise, then the owner of such pet shall be fined in an amount determined by the Trustees of the Condominium Trust or assessed by the Trustees of the Condominium Trust for the cost of the repair of such damage or cleaning or elimination of such nuisance; and such pet owner may be required by the Trustees of the Condominium Trust to permanently remove such pet from the Condominium upon three (3) days' prior written notice from the Trustees of the Condominium Trust.

Section 7.03. Compliance With Legal Requirements. No Unit or other portion of the Condominium shall be used for any purpose prohibited by any applicable law, order, rule, regulation, permit or approval of any court, governmental entity or governmental agency of competent jurisdiction (hereinafter collectively referred to as "Legal Requirements"). Compliance with all Legal Requirements shall be accomplished by and at the sole cost and expense of the Unit Owners. Each Unit Owner shall give prompt notice to the Trustees of the Condominium Trust of any written notice it receives of any violation of any Legal Requirements affecting its Unit or the Condominium.

Section 7.04. Nuisance Uses/Noise. No Unit Owner shall cause or permit to exist in any portion of its Unit or the Condominium, any nuisance, offensive noise, odor or fumes, or any condition reasonably likely to prove hazardous to health or in violation of any Legal Requirements or the Rules and Regulations. For the purpose of this Section 7.04, the Trustees' decision as to what constitutes a nuisance shall be binding on the Unit Owners. No gasoline or other explosive or inflammable material may be kept in any Unit or in any of the Common Elements of the Condominium, except each Unit Owner may keep in the lawn area appurtenant to its Unit no more than two (2) propane tanks, each with a capacity of no more than twenty-five (25) pounds, to operate an outdoor gas grill in the lawn area appurtenant to its Unit.

No Unit Owner shall make or permit any disturbing noises in its Unit or do or permit anything which will interfere with the rights, comforts or convenience of others. The volume of any radio, television, musical instrument or other sound-producing device shall be sufficiently reduced at all times so as not to disturb other occupants. Despite such reduced volume, no such sound-producing devices shall be operated between the hours of 10:00 p.m. and the following 8:00 a.m. if such operation shall disturb or annoy other occupants.

Section 7.05. Construction Activities by Unit Owners. Installation, construction and/or repair work involving noise may be conducted in any Unit only on weekdays (unless the weekday is a legal holiday) between the hours of 8:00 a.m. and 5:00 p.m., unless necessitated by emergency. Each Unit Owner shall be responsible for any damage to the Common Elements or other Units attributable to such Unit Owner's installation, construction or repair work. Prior to the commencement of such installation, construction or repair work, each Unit Owner must provide the Trustees with evidence of such insurance as the Trustees may require pursuant to the provisions of this Master Deed and the Condominium Trust. All installation, construction or repair work shall be carried out in accordance with the provisions of this Master Deed and the Condominium Trust. The provisions of this Section 7.05 shall not be applicable to the Declarant in connection with the initial build-out of the Condominium.

Section 7.06. Unit and Building Systems and Fixtures. Nothing shall be done in any Unit or in the Common Elements which may impair the structural integrity of the Building or impair or otherwise alter the normal operation of the mechanical, electrical, plumbing, heating, ventilating and/or air conditioning systems thereof, or which may structurally change the Building included in the Condominium, nor shall anything be altered or constructed on or removed from the Common Elements, except upon the prior written consent of the Trustees of the Condominium Trust. No penetrations shall be made in any walls dividing one

Unit from another. The toilets and other water and sewer apparatus whether located in a Unit or in any other portion of the Condominium shall be used only for the purposes for which they were designed. The cost of repairing any damage resulting from the misuse of any of such apparatus shall be borne by the Unit Owner causing such damage.

Section 7.07. Condition and Appearance of Units and Common Elements. Each Unit Owner shall keep its Unit in a good state of preservation, repair and cleanliness and shall maintain the exterior of the Unit, including, but not limited to, the windows and Limited Common Elements, in an aesthetically pleasing manner as determined in the sole but reasonable discretion of the Trustees. Nothing shall be placed, hung, displayed or exposed on the exterior of a Unit or the Common Elements, whether through or upon the windows, doors, or Limited Common Elements appurtenant to any Unit, nor shall anything be swept or thrown therefrom. The prohibition herein includes, without limitation, placing, hanging, displaying or exposing rugs, awnings, canopies, shutters, radio or television antennas, satellite dish receivers, bicycles or any other items. Under no circumstances shall any exhaust fan, television or radio antennas or other items be installed by a Unit Owner or his/her agent beyond the boundaries of the Unit. Grills, hibachis, or other cooking apparatus may only be used on within the Limited Common Elements appurtenant to a Unit if permitted by, and in accordance with, all applicable building codes, laws and regulations.

Section 7.08. Benefit of Restrictions; Enforcement. The foregoing restrictions on the uses of Units and Common Elements shall be for the benefit of all Unit Owners and shall be enforceable solely by the Trustees. Said restrictions are intended to be perpetual, and to that end, may be extended by the Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this Article 7, except such as occur during such Unit Owner's period of ownership.

Section 7.09. Minimum Heating Requirements. During heating season, the Units shall be heated so as to maintain minimum temperatures in such Units at all times of 55 degrees Fahrenheit, to avoid the freezing of pipes, plumbing facilities, and the like. If any Unit Owner fails to maintain a 55 degree Fahrenheit temperature as aforesaid, the Trustees shall have the right of access to each Unit at any time to increase the heating in order to maintain the minimum temperature or in order to repair any damage caused by the failure to maintain the temperature as aforesaid; and any heating bills thus incurred, or any repair bills thus incurred, shall be paid by the applicable Unit Owner, and until so paid, shall constitute a lien against such Unit pursuant to Section 6 of Chapter 183A.

Section 7.10. Reference to Unit Owner. Whenever in this Article 7, reference is made to "Unit Owner," such term shall apply to the Unit Owner and such Unit Owner's family, agents, servants, visitors, guests, and invitees. The Unit Owner is responsible for any violation of the provisions of this Article 7 by any such person or persons.

Section 7.11. Models, Sales Offices and Management Offices. As long as Declarant is a Unit Owner, Declarant and its duly authorized agents, representatives and employees may use any Unit owned by Declarant or any portion of the Common Elements as a

model for display, for management offices, sales offices or leasing offices and to relocate the same from time to time, and to transact any other business on the Condominium Land in order to sell or lease the Units, including, without limitation, the use of a trailer or other temporary structure. Declarant further reserves the right to maintain within the Common Elements such advertising signs as may comply with Legal Requirements (as that term is defined in Section 7.03, above) to facilitate the sales of Units in the Condominium.

Section 7.12. Signs and Marketing. As long as Declarant is a Unit Owner, Declarant reserves the right to post signs and displays on the Condominium Land and in the Common Elements to promote sales of Units, and to conduct general sales activities in a manner as will not unreasonably interfere with the rights of Unit Owners.

Section 7.13. Declarant's Personal Property. Declarant reserves the right to retain all personal property and equipment used in the sales, management, construction and maintenance of the Condominium which has not been specifically represented as property of the Condominium. Declarant reserves the right to remove from the Condominium Land any and all goods and improvements used in development, marketing and construction whether or not they have become so-called fixtures.

#### ARTICLE 8 - DETERMINATION OF PERCENTAGE INTEREST

Section 8.01. Percentage Interests of the Units. Each Unit shall be entitled to the Percentage Interest as provided in Section 5.03(a).

Section 8.02. Percentage Interest as Appurtenance. The Percentage Interest of a Unit shall not be separated from the Unit to which it appertains, and shall be deemed to be conveyed or encumbered with the Unit even if such interest is not expressly mentioned or described in the conveyance or other instrument.

#### ARTICLE 9 - UNITS SUBJECT TO CONDOMINIUM DOCUMENTS

All present and future Unit Owners, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of the Condominium Documents, as they may be amended from time to time, and the items of record affecting title to the Property. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that:

(a) The provisions of the Condominium Documents, as they may be amended from time to time, and the said items of record affecting title to the Property, are accepted and ratified by such Unit Owner, visitor, servant or occupant, 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 such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance thereof; and

(b) A violation of the provisions of the Condominium Documents by any such person shall be deemed a substantial violation of the duties of a Unit Owner.

#### ARTICLE 10 - AMENDMENTS TO MASTER DEED

Except as otherwise provided herein, this Master Deed may be amended only by the consent of both Unit Owners and their Listed Mortgagees, if applicable. Any such amendment shall be effective when an instrument in writing, signed and acknowledged in proper form for recording by the Trustees who certify under oath in such instrument that the amendment has been consented to by both Unit Owners and their Listed Mortgagees, if applicable, and is duly recorded with the Registry, provided, however, that:

(a) The date on which any instrument of amendment is first signed by a Trustee shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been recorded with the Registry within six (6) months after such date;

(b) No instrument of amendment which alters the dimensions of any Unit or adversely affects a Unit Owner's exclusive right to the use and enjoyment of any General Common Element or Limited Common Element as provided herein shall be of any force or effect unless the same has been signed by the Unit Owner(s) whose Unit(s) or right(s) is so affected;

(c) No instrument of amendment that alters the Percentage Interest of any Unit Owner in the Common Elements shall be of any force or effect unless the same has been signed by both Unit Owners;

(d) No instrument of amendment affecting any Unit in a manner that impairs the security of a Listed Mortgagee thereof shall be of any force or effect unless the same has been consented to by such Listed Mortgagee (which consent shall not be unreasonably withheld, conditioned or delayed);

(e) Nothing in this Article 10 shall be deemed to impair the right of Declarant, at any time and from time to time until Declarant no longer holds or controls title to any Unit, to amend, alter, add to or change this Master Deed without the consent of any Unit Owner (or any mortgagee thereof), the Trustees, or any other person or entity, by an instrument in writing signed and acknowledged by Declarant and duly recorded with the Registry for the specific purposes of: (a) making minor, clerical or factual corrections to the provisions of this Master Deed or to any or all of the Recorded Plans; (b) complying with the requirements of Fannie Mae, FHLMC, or any other governmental agency or any other public or private entity that performs (or may in the future perform) functions similar to those currently performed by such entities in order to induce any such agencies or entities to make, purchase, sell, insure or guarantee institutional mortgages covering Unit ownership; (c) enabling Declarant to exercise any of its rights reserved herein; (d) making technical and other appropriate non-material changes to this Master Deed as Declarant deems necessary to effectuate the development of the Condominium;

or (e) bringing this Master Deed into compliance with Chapter 183A, to the extent of any non-compliance.

(f) No instrument of amendment which alters the use to which any Unit may be put shall be effective unless such instrument is signed by both Unit Owners;

(g) No instrument of amendment which alters the voting rights of the Unit Owners shall be effective unless such instrument is signed by both Unit Owners;

(h) No instrument of amendment which purports to affect any rights reserved to or granted to Declarant hereunder shall be of any force or effect without the consent of Declarant, which consent may be withheld in Declarant's sole discretion; and

(i) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of the Chapter 183A shall be of any force and effect.

#### ARTICLE 11 - ORGANIZATION OF UNIT OWNERS

The entity through which the Unit Owners will manage and regulate the Condominium has been formed and a copy of the Declaration of Trust (including the By-Laws and Rules and Regulations thereof) dated of even date herewith is being recorded with the Registry herewith. The name of the Trust acting on behalf of the Unit Owners is "Webster Park Condominium Trust," and its mailing address is 240 Commercial Street, 4th Floor, Boston, MA 02109.

✓ The initial and present Trustees of the Webster Park Condominium Trust are as follows:

Name

Lark Jurev Palermo

James P. Dever, III

The Trustees shall serve until their successors are appointed pursuant to the provisions of Article 3 of the Trust.

#### ARTICLE 12 - TERMINATION OF CONDOMINIUM

The Condominium shall continue and shall not be subject to an action for partition (unless terminated by casualty, loss, condemnation, or eminent domain, as more particularly described in the Trust) until such time as its withdrawal from the provisions of Chapter 183A is authorized and directed in writing by both Unit Owners and their Listed Mortgagees, if any, and without the written consent of Declarant until such time as Declarant no longer holds or controls title to any Unit. In the event said withdrawal is authorized as aforesaid, the Condominium shall be subject to an action for partition by either Unit Owner as if owned in common, in which event

the net proceeds of sale shall be divided between the Unit Owners in proportion to their respective Percentage Interests in the Common Elements of the Condominium; provided, however, that no payment shall be made to a Unit Owner until all liens on its Unit have been satisfied in full in the order of priority of such liens.

### ARTICLE 13 - PROTECTION OF MORTGAGEES

Except with respect to those rights expressly reserved to Declarant hereunder, the following provisions of this Article 13 shall apply notwithstanding any other provisions of the Condominium Documents to the contrary, and shall be in addition to any other mortgagee protections contained herein or in the foregoing instruments.

(a) Unless the Listed Mortgagees have given their prior written approval, neither the Unit Owners nor the Trustees by amendment to this Master Deed or otherwise, shall:

(i) by act or omission, seek to abandon or terminate the Condominium;

(ii) change the pro-rata interest or obligations 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;

(iii) partition or subdivide any Unit;

(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 as set forth herein shall not be deemed an action for which prior approval of a mortgagee shall be required under this subsection;

(v) use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such property of the Condominium.

(b) Except as may be otherwise provided by applicable law, any Listed Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid common charges or dues which accrued prior to the acquisition of title to such Unit by such mortgagee.

(c) Except as may be otherwise provided by applicable law, in no case shall any provision of this Master Deed give a Unit Owner or any other party priority over any rights of any Listed Mortgagee of the Unit 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.



(d) Unless otherwise required by applicable law, any Listed Mortgagee, upon written request to the Trustees, which request shall include such Listed Mortgagee's name and address and the Unit against which the mortgage in question has been placed, will be entitled to:

(i) timely written notification of any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit on which it holds the mortgage;

(ii) timely written notification of any 60-day delinquency in the payment of assessments or charges owed by the Unit Owner of the Unit on which it holds the mortgage;

(iii) timely written notification of a lapse, cancellation or material modification of any insurance policy or fidelity insurance coverage maintained by the Trustees;

(iv) timely written notification of any proposed action that requires the consent of Listed Mortgagees;

(v) inspect the Trustees' books and records during normal business hours or as otherwise specified in Chapter 183A, upon at least three (3) business days' notice;

(vi) receive an annual financial statement of the Condominium expenses within one hundred twenty (120) days following the end of the Webster Park Condominium Trust's fiscal year; and

(vii) timely written notice of all meetings of the Trustees, and to be permitted to designate a representative to attend all such meetings.

(e) No amendment shall be adopted which would make any material change to this Master Deed or the Trust (i.e. other than amendments to correct technical errors or for clarification) without the consent of the Listed Mortgagees, if any. A change with respect to any of the following matters is hereby deemed to be material:

(i) voting rights;

(ii) reductions in reserves for maintenance, repair and replacement of Common Elements;

(iii) responsibility for maintenance and repair of the Condominium;

(iv) reallocation of interests in the Common Elements, or rights to their use except as provided in this Master Deed;

(v) boundaries of any Unit;

- (vi) convertibility of Units into Common Elements or of Common Elements into Units;
- (vii) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- (viii) reduction in hazard or fidelity insurance requirements;
- (ix) imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit, other than as set forth in this Master Deed or the Trust;
- (x) restoration or repair of the Condominium premises (after a casualty loss or partial condemnation) in a manner other than as specified in this Master Deed;
- (xi) any action to terminate the Condominium after substantial destruction or condemnation occurs; and
- (xii) any provisions hereof that expressly benefit Listed Mortgagees.

Any Listed Mortgagee that does not deliver to the Trustees a negative response within sixty (60) days of a written request by the Trustees for approval of any addition or amendment pursuant to this Article 13, provided such written request is delivered by certified or registered mail, return receipt requested, shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this Section, when recorded with the Registry, shall be conclusive against all persons as to the facts set forth therein.

(f) Any lien for Common Charges or other charges becoming due and payable on or after the date of recording of a first mortgage on any Unit shall have priority with respect to said mortgage as provided by Chapter 183A. A lien for Common Charges or other 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, or deed in lieu of foreclosure, to the holder of a first mortgage, shall extinguish a subordinate lien for assessments which became due and payable prior to such sale or transfer, except as otherwise provided by Chapter 183A. 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 assessment made thereafter.

(g) To ensure that there will be cash available for additional Condominium expenditures or to acquire additional equipment or services deemed necessary or desirable by the Trustees, there shall be a working capital fund at least equal to two (2) months' estimated Common Charges for each Unit. Each Unit's share of the working capital fund shall be collected at the time of closing of the initial sale of each Unit by Declarant. An additional two (2) months' estimated Common Charges must be paid to the Trustees for deposit into the working capital fund upon each subsequent conveyance of a Unit to a new Unit Owner. The working capital fund shall be maintained in a segregated account for the use and the benefit of the Condominium.

Amounts paid into the working capital fund shall not be considered as advance payment of regular assessments. The working capital fund established pursuant to this Section cannot be used to defray the expenses, reserve contributions or construction costs which are the responsibility of Declarant in its role as developer of the Condominium or to make up budget deficits, nor shall funds from the working capital fund be deemed common profits available for distribution to the Unit Owners.

(h) Consistent with the provisions of Chapter 183A, 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.

(i) Nothing in this Master Deed shall be construed to impair the right of each Unit Owner to unrestricted ingress and egress to its Unit, which right shall be perpetual and shall run with the land as an appurtenant right to each Unit.

#### ARTICLE 14 - MISCELLANEOUS

Section 14.01. Conflicting Provisions. In the event of a conflict between the Condominium Documents and Chapter 183A, the provisions of Chapter 183A shall control.

Section 14.02. Covenants Running with the Land. All provisions of the Condominium Documents shall, to the extent applicable, and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the owners of all or any part thereof, or interest therein, and their heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create, nor shall they be construed as creating, any rights in or for the benefit of the general public. All present and future and occupants of Units shall be subject to and shall comply with the provisions of the Condominium Documents, as the same may be amended from time to time. The acceptance of a deed or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Condominium Documents, as the same may be amended from time to time, are accepted and ratified by such owner or occupant, and all 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 such Unit, as though such provisions were recited and stipulated at length in each and every deed or occupancy agreement thereof.

Section 14.03. Right to Cure. If any Unit Owner shall fail to perform any work or take any action required to be done or taken by such Unit Owner pursuant to the Condominium Documents, the Trustees, after giving written notice to Listed Mortgagees of such Unit of such failure to perform or take action and allowing such Listed Mortgagees not less than thirty (30) days to cure any such failure, may, but shall not be required to, do so and assess such Unit Owner for the costs thereof, for which such Unit Owner shall be liable in addition to and as part of such Unit Owner's share of the Common Expenses, and until such charges are paid by

such Unit Owner, the same shall constitute a lien against such Unit pursuant to the provisions of this paragraph and the provisions of Section 6 of Chapter 183A.

Section 14.04. References to Declarant, Unit Owners. References in this Master Deed to the "Declarant" shall mean Declarant described in Section 1.10 as aforesaid and its successors and assigns. References to any "Unit Owner" shall mean Declarant until such Unit is conveyed of record to other persons or entities and thereafter, such grantees, their successors and assigns. Declarant's rights and reserved rights under this Master Deed are freely assignable, provided that any such assignee of Declarant assumes and agrees to be bound by all of the obligations of Declarant set forth in this Master Deed. Notwithstanding the foregoing, if Declarant assigns its right, title and interest hereunder to a mortgagee of record, such mortgagee shall only be bound by such obligations of Declarant to the extent such mortgagee expressly assumes such in writing at the time of such assignment or to the extent such obligations are appurtenant to any Units to which such mortgagee is Declarant's successor-in-interest. References herein to any Unit Owner shall also mean and include the successors and assigns thereof, provided that all such successors and assigns shall comply with applicable provisions of the Condominium Documents.

Section 14.05. Covenant of Further Assurances. Any party subject to the terms of this Master Deed, whether such party is a Unit Owner, an occupant of a Unit, the Trustees, or Declarant, shall upon reasonable prior written notice and at the sole cost and expense of the party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other actions as such other party may reasonably request to effectuate the provisions of this Master Deed or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

If any Unit Owner, the Trustees, Declarant or any other party subject to the terms of this Master Deed fails, within thirty (30) days after request therefor, to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, the Trustees, Declarant or other party is required to execute, acknowledge and deliver or to take pursuant to this Master Deed, then the party requesting such instrument or action is hereby authorized as attorney-in-fact for such other party (which power is coupled with an interest) to execute, acknowledge and deliver such instruments, or to take such action in the name of such Unit Owner, the Trustees, Declarant or other party, and such instrument or action shall be binding on such entities.

Section 14.06. Liability. Notwithstanding anything to the contrary contained herein, and notwithstanding any custom or usage to the contrary, it is expressly understood and agreed that only the interest in the Condominium of Declarant shall be bound by the provisions of this Master Deed. No member, manager, officer, director or employee of Declarant, or of any member of Declarant, shall have any personal liability hereunder.

Section 14.07. Invalidity. The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect 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.

Section 14.08. 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.

Section 14.09. Disputes. Any disputes that may ensue pursuant to the terms of this Master Deed shall be resolved in accordance with the dispute resolution provisions of Article 18 of the By-Laws.

Section 14.10. 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.

[Signatures on following page]

WITNESS the execution hereof under seal this 29<sup>th</sup> day of May 2009.

✓ Habitat for Humanity Greater Boston, Inc.,  
a Massachusetts non-profit corporation.

By: Lark Jurev Palermo ✓  
Name: Lark Jurev Palermo  
Title: President and Chief Executive  
Officer

**COMMONWEALTH OF MASSACHUSETTS**

Suffolk County, ss

May 29, 2009

On this 29<sup>th</sup> day of May, 2009, before me, the undersigned notary public, personally appeared Lark Jurev Palermo, President and Chief Executive Officer of Habitat for Humanity Greater Boston, Inc., personally known to me to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose and in such capacity. ✓

Linda S. Blake  
Notary Public  
My commission expires



## EXHIBIT A

### Legal Description of the Condominium Land

Lot 2, containing 10,055 square feet, as shown on a plan entitled "Plan of Land Being a Subdivision of Land Court Plan 11008A, 76 Webster Park Newton Massachusetts October 10, 2004 Scale 1"=40' City of Newton D.P.W./Engineering 1000 Commonwealth Avenue Newton, Massachusetts" last revised on March 4, 2005, and filed with the Middlesex South Registry District of the Land Court on May 18, 2006 as Land Court Plan 11008B.

For Title See

Cert. # 240206

Book 1343

Page 65

Doc. # 1452820

## **EXHIBIT B**

### **List of Recorded Plans**

As Built Site Plan entitled, "Webster Park Condominium, 74A and 74B Webster Park, Newton, MA" dated June 9, 2009, prepared by Mistry Associates, Inc. to be recorded herewith.

Plans entitled, "Webster Park Condominium, 74A and 74B Webster Park, Newton, MA" dated June 9, 2009, prepared by Mistry Associates, Inc. to be recorded herewith, and consisting of two sheets:

1. As Built Foundation & Attic Plans
2. As Built Floor Plans





**EXHIBIT D**

<u>Unit Number</u>	<u>Approximate Area in Square Feet</u>	<u>Immediate Common Area to which Unit has Access*</u>	<u>Number of Rooms</u>	<u>Location</u>	<u>Percentage Interest</u>
74A sold	1485 SF	Front Entry as shown on Sheet 2 of the Plans	5	74A is the east side Unit	50%
74B sold	1485 SF	Front Entry as shown on Sheet 2 of the Plans	5	74B is the west side Unit	50%
				Total	100

\* As shown on the Plans described in Article 6 of this Master Deed.

[\*\*Kitchen and Dining area are considered one room as there is no wall between them. In addition to the number of rooms noted in the table above, each Unit has one full bath and one half bath.]

Notes:

1. The approximate area of the Unit set forth in square feet in Exhibit D above does not include the square footage attributable to any Limited Common Element.
2. Limited Common Elements are not included in the number of rooms in the column entitled, "Number of Rooms."

## EXHIBIT E

### Easements and Restrictions of Record

1. Covenants, conditions, restrictions and any matters referred to in the Rider attached to the deed from Newton Conservators, Inc., to Habitat for Humanity Greater Boston, Inc., dated August 17, 2007, filed with Middlesex South Registry District of the Land Court as Document No. 1452820.
2. Conservation Restriction between Habitat for Humanity and Greater Boston, Inc., dated December 7, 2006, filed with Middlesex South Registry District of the Land Court as Document No. 1452823.
3. Driveway Easement Agreement dated as of June 29, 2006 by and between the Newton Housing Authority and the Newton Conservators Incorporated filed with Middlesex South Registry District of the Land Court as Document No. 01417346.

**DOCUMENT 01506080**

Southern Middlesex LAND COURT

REGISTRY DISTRICT

RECEIVED FOR REGISTRATION

On: Jul 01, 2009 at 10:25A

Document Fee:	125.00
Receipt Total:	\$3,942.00

NEW: CERT C 900 BK 00037 PG 30

OLD: CERT 240266 BK 1343 PG 45

# Memoranda Of Encumbrances

**Cert No: 240266,C900**

**Book/Page: 01343/65**

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**Cert No** 240266  
**Document Number** 1452821  
**Kind** CERTIFICATE  
**In Favor of**  
**Date of Instr**  
**Terms**  
**Date of Reg** 08/24/2007  
**Time of Reg** 3:49PM

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**Cert No** 240266  
**Document Number** 1452822  
**Kind** CERTIFICATE  
**In Favor of**  
**Date of Instr**  
**Terms**  
**Date of Reg** 08/24/2007  
**Time of Reg** 3:49PM

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**Cert No** 240266  
**Document Number** 1452823  
**Kind** RESTRICTIONS  
**In Favor of**  
**Date of Instr**  
**Terms**  
**Date of Reg** 08/24/2007  
**Time of Reg** 3:49PM

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**Cert No** 240266  
**Document Number** 1452823

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**Kind** ACCEPTANCE

**In Favor of**

**Date of Instr**

**Terms**

**Date of Reg** 08/24/2007

**Time of Reg** 3:49PM

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**Cert No** 240266

**Document** 1452823

**Number**

**Kind** APPROVAL

**In Favor of**

**Date of Instr**

**Terms**

**Date of Reg** 08/24/2007

**Time of Reg** 3:49PM

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**Cert No** 240266

**Document** 1452823

**Number**

**Kind** APPROVAL

**In Favor of**

**Date of Instr**

**Terms**

**Date of Reg** 08/24/2007

**Time of Reg** 3:49PM

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**Cert No** 240266

**Document** 1506077

**Number**

**Kind** MUNICIPAL LIEN CERTIFICATE

**In Favor of**

**Date of Instr** 06/18/2009

**Terms**

**Date of Reg** 07/01/2009

**Time of Reg** 10:25AM

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**Cert No** 240266

**Document** 1506078

**Number**

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**Kind** CERTIFICATE  
**In Favor of**  
**Date of Instr** 06/11/2009  
**Terms**  
**Date of Reg** 07/01/2009  
**Time of Reg** 10:25AM

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**Cert No** 240266  
**Document** 1506079  
**Number**  
**Kind** CERTIFICATE  
**In Favor of**  
**Date of Instr** 06/23/2009  
**Terms**  
**Date of Reg** 07/01/2009  
**Time of Reg** 10:25AM

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**Cert No** 240266  
**Document** 1506080  
**Number**  
**Kind** MASTER DEED  
**In Favor of**  
**Date of Instr** 05/29/2009  
**Terms**  
**Date of Reg** 07/01/2009  
**Time of Reg** 10:25AM

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**Cert No**  
**Document**  
**Number**  
**Kind**  
**In Favor of**  
**Date of Instr**  
**Terms**  
**Date of Reg**  
**Time of Reg**

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