



REGULATORY AGREEMENT

AGREEMENT entered into this *3rd* day of *November*, 1975, between Massachusetts Housing Finance Agency (the "Agency"), a body politic and corporate, organized and operated under the provisions of Chapter 708 of the Acts of 1966 as amended (the "Act"), and EVERETT SQUARE PLAZA ASSOCIATES, a limited partnership organized pursuant to Massachusetts General Laws, Chapter 109, of which Security Properties - '75, a limited partnership pursuant to the Laws of the State of Washington, and Salvy J. Sacro are the General Partners, with a principal place of business at 744 Broadway, Everett, Massachusetts 02148 ("Owner")

IN CONSIDERATION of the first mortgage loan which the Agency has agreed to advance the Owner for the construction of a residential housing project (the "Project"), on property located in Everett, Massachusetts, which is more fully described in the mortgage which is referred to below, evidenced by the Owner's mortgage note of even date herewith, the Owner covenants and agrees that in connection with ownership and operation of the Project it will comply, and will require any purchaser of the Project to comply, with the following:

1. Rentals in the Project shall be in accordance with the rental schedule previously approved by the Agency, which is attached hereto as Appendix A and is hereby made a part hereof. Any change in said schedule shall require the Agency's prior written approval, except for (i) increases which do not exceed five percent (5%) for any single unit and do not in the aggregate increase the total rentals of all the units of the Project, (ii) increases made following the expiration of two (2) years after initial occupancy, which do not exceed five percent (5%) per year for any single unit or for the total rentals of all the units and are necessitated by increased operating costs, not including taxes and (iii) increases required to meet the increased cost of real property taxes, resulting from either increased rates or increased assessments, over and above taxes for the first year in which taxes were based upon a fully completed project. Notwithstanding any rental increases pursuant to the immediately preceding sentence, not less than 25% of the units shall be rented at all times to low-income persons or families at or below the "actual rentals" which are shown on said schedule; and in fulfilling this requirement the Owner will accept referrals of tenants from the Public Housing Authority in the city or town in which the Project is located, and will not unreasonably refuse occupancy to any prospective tenants so referred. No tenant will be selected for occupancy in the Project whose annual income exceeds six times the rent to be charged for the unit to be occupied. Income verifications satisfactory in form and manner to the Agency will be made at least every two years for all tenants, or annually if necessary to comply with requirements for Federal subsidies. In cases where annual income exceeds seven times the actual rental then being charged to the tenant (regardless of whether a portion of the total actual rental for the unit is contributed by someone other than the tenant), the actual rental for the unit shall be increased to a figure which is the lesser of the market rate rental and one-seventh of the tenant's then annual income. As used in this Agreement, the term "low income families" shall mean persons or families eligible at any given time for occupancy

in public housing in the city or town in which the Project is located; the terms "adjusted rental," "below market rental," and "market rate rental" shall have the same meaning as in Section 6 of the Act, and the term "annual income" shall have the same meaning as in Section 1(e) of the Act.

2. The requirement of section (1) above that 25% of the units of the Project be rented to persons and families of low income is intended by the parties to be achieved by the following means: The parties will use best efforts, while the Mortgage is in effect, to ensure that: (1) 131 of the units are the subject of an interest subsidy under the provisions of Chapter 23A, Section 13A, of the Massachusetts General Laws as from time to time amended, and

(2) 33 of the units are leased to the Housing Authority. In the event of the unavailability to the Project at any time while this Agreement is in effect of any of these programs, Owner will use best efforts to secure assistance under any other presently or subsequently enacted Federal or State program under which low income persons may be eligible for public assistance in paying for the cost of shelter. In the event of the unavailability of such housing subsidy programs at any time while this Agreement is in effect, Owner will make every reasonable effort to fulfill the Agency's statutory requirement that 25% of the units be available to low income persons and families at rents not exceeding 25% of their annual income, by upward adjustment of rentals for the units occupied by other than low income persons or any other means that are then available, and the actual rentals payable by the persons and families of low income occupying at least 25% of the units will be increased only in the event of proof, to the Agency's reasonable satisfaction, that the only alternative to such increase would lead to Owner's inability to meet his obligation to amortize the permanent mortgage loan. In the event of any such increase, the rentals payable by said persons and families will be reduced again upon determination by the Agency that such additional rental is no longer required to prevent said inability to amortize the loan.

3. This Agreement, the mortgage note or notes for either or both the construction and the permanent loans for the Project ("Note", which shall mean any such note which at a given time is outstanding), the mortgage instrument ("Mortgage"), and the construction loan agreement ("Loan Agreement") executed by the parties, all of even date and relating to the Project, shall be construed as a single agreement, and default by the Owner under the provisions of any one shall be deemed a default under each of the others. Said documents collectively shall be known as the "Contract Documents."
4. The Tenant Selection Plan which has been approved by the Agency will be complied with. Said Plan is hereby made a part of this Agreement, and is attached hereto as Appendix B. As between applicants equally in need and eligible for occupancy, preference shall be given in the leasing of units, in accordance with statutory requirements, to persons displaced by public action or natural disaster. There shall be no discrimination in the selection of tenants by reason of the fact that there are children in the family of the applicant.
5. There shall be no discrimination upon the basis of race, creed, color, sex, or national origin in the lease, use, or occupancy of the Project, or in connection with the employment or application for employment of persons for the operation and management of the Project.
6. All records, accounts, books, tenant lists, applications, waiting lists, documents, and contracts relating to the Project shall at all times be kept separate and identifiable from any other business of the Owner which is unrelated to the Project, and shall be maintained, as required by regulations issued by the Agency from time to time, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the Agency.

7. Commencing with final completion and acceptance of the Project, Owner shall establish and continue to maintain a reserve fund for replacements in a separate account under joint control of the Agency and the Owner of an amount equal to \$1,408.00 per month unless a different date or amount is approved in writing by the Agency. Such fund, whether in the form of a bank deposit, or invested in obligations of or fully guaranteed as to principal by the United States of America, shall at all times be under the joint control of the Agency and the Owner. Disbursements from such fund, whether for the purpose of effecting replacement of structural elements or mechanical equipment, may be made only after receiving the consent in writing of the Agency, which consent will not be withheld unreasonably. In the event of a default in the terms of the Mortgage whereby repayment of the loan is accelerated, the Agency may apply or authorize the application of the balance in such fund to the amount due on the mortgage debt as accelerated. In the event of prepayment of the loan pursuant to the provisions of the Mortgage, the balance in such fund shall belong to the Owner.
8. Owner shall establish an Earned Surplus Account, in accordance with the following requirements:
- (a) All rentals received with respect to any unit in the Project in excess of the below-market rental established for that unit, except (in the case of a project assisted through Section 236 of the National Housing Act) for any portion of any such excess which the Agency or the appropriate Federal authorities determine must be paid to the Secretary of Housing and Urban Development as rentals in excess of "basic rental charges" pursuant to Section 236(c) of the National Housing Act, shall be placed in the Earned Surplus Account, but segregated from the rest of the Earned Surplus Account and identified as the Excess Rentals Account.
 - (b) Only such further amounts may be allocated to the Earned Surplus Accounts as may remain after, and any amounts in the Earned Surplus Account shall always be available for:
 - (i) payment of or adequate reserve for all sums due or currently required to be paid under the terms of the Mortgage and the Mortgage Note;
 - (ii) payment of or adequate reserve for all current obligations of the Project other than the Mortgage Loan, unless funds for payment have been set aside or deferment of payment has been approved by the Agency;
 - (iii) segregation of all amounts required to be deposited in the reserve fund for replacements.
 - (c) No additional amount shall be allocated to the Earned Surplus Account and no amount shall be paid out of said Account when a default for which notice has been issued exists under this Agreement, the Mortgage Note, the Mortgage, or the Construction Loan Agreement, or when there has been failure to comply with Agency's notice of any reasonable requirement for proper maintenance of the Project, or when there is outstanding against all or any part of the Project any lien or security interest on the Project assets other than the Mortgage unless provided for to the Agency's reasonable satisfaction, by insurance, reserve, or in a similar manner. No amount shall be allocated to the Earned Surplus Account which constitutes or is derived from the borrowed funds or from the sale of capital assets, except with the prior written authorization of the Agency.
 - (d) Distribution to equity owners may be made from the Earned Surplus Account, provided that no distribution for any fiscal year may exceed that percentage of the Owner's equity in the Project which from time to time is permitted under the Act, and which, at the time of execution hereof, is, six percent (6%). Said equity is hereby agreed to be \$516.00, which amount shall be subject to adjustment at the time of the final mortgage advance in the event that the difference between the amount of the mort-

gage loan and the total project cost as described in Section 5(d) of the Act, differs from said agreed upon amount. Distributions shall be permitted with respect to each fiscal year of the Project, starting with the first fiscal year in which at least fifty percent (50%) of the units in the Project are occupied. In the event that distributions are not made in any succeeding year to the maximum percentage permitted by law at that time with respect to such year, then, in that event, but subject to the provisions of subsections (a) above and (e) below, such deficiency may be made up without interest, out of amounts in the Earned Surplus Account which have been accumulated over any three preceding or succeeding years. Distributions may in no case be made from the Excess Rental Account.

- (e) Whenever the Earned Surplus Account, including the Excess Rental Account, exceeds ten percent (10%) of the initial Agency approved rent roll for the Project, as computed to the Agency's satisfaction, rents in the Project shall be reduced to the extent necessary to reduce the Earned Surplus Account to ten percent (10%) in the following fiscal year of the Project. In making such rent reductions, amounts from the Excess Rentals Account may be used solely for, and priority shall at all times be given to, reducing rentals for the units designated as part of the 25% of total units to be rented to low income persons and families, in order to assure that the occupants can afford such rentals without expending more than 25% of their annual income, and to make it possible for persons and families of low income to occupy additional units in the Project at a rental which is at least ten percent (10%) below the below-market rental.
9. Occupancy shall be permitted only upon execution of a lease in form satisfactory to the Agency. All leases shall be expressly subordinated to the Mortgage, and shall contain clauses, among others, wherein each individual Lessee:
- (a) certifies the accuracy of the statements made in the application and income survey;
 - (b) agrees that the family income, family composition and other eligibility requirements, shall be deemed substantial and material obligations of his tenancy; that he will comply promptly with all requests for information with respect thereto from the Owner or the Agency, and that his failure or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of his tenancy;
 - (c) agrees that, if family income limitations for continuing occupancy established by the Agency's statute are exceeded, the lease may be terminated at the discretion of the Agency, upon receiving a thirty day notice in writing from the Owner at the direction of the Agency, unless he agrees to an increase in rental sufficient to ensure that his rental is at least that one-seventh of his then annual income and that in the event of such termination, he will quit and deliver up possession of the premises;
 - (d) agrees that at such time as the Owner or Agency may direct he will furnish to the Owner certification of then current family income, with such documentation as the Agency shall require.
 - (e) agrees to such charges as the Agency has previously approved for any facilities and/or services which may be furnished by the Owner or others to such tenant upon his request, in addition to the facilities and services included in the approved "Rental Schedule";
10. Owner shall not without the prior written approval of the Agency, which approval will not unreasonably be withheld, and any other governmental authority whose jurisdiction includes regulation of Owner, nor contrary to Agency law effective at the time in question:
- (a) convey, transfer, or encumber any of the mortgaged property, or permit the conveyance, transfer or encumbrance of such property.

- (b) assign, transfer, dispose of, or encumber any personal property of the Project, including rents, or pay out any funds other than: distributions with respect to equity expressly permitted hereunder, excess mortgage proceeds which are permitted to be distributed pursuant to the terms of the Construction Loan Agreement, reasonable operating expenses and necessary repairs, proceeds of the sale of ownership shares of the Owner and repayment of loans which the Owner makes to the Project at such rates and upon such conditions as the Agency reasonably agrees are fair and reasonable to the Project.
 - (c) convey, assign, transfer, or permit the surrender or relinquishment of any beneficial interests in the Owner which exceed, in the aggregate, 10% of the ownership at the time of execution hereof (or, in the case of a limited partnership which exceed in the aggregate 50% of the limited partnership shares or 10% of the general partnership shares), or any right to manage or receive the rents and profits of the Project, except with the Agency's prior written approval, and unless the transferees or assignees assume the obligations of this Agreement by an instrument in writing satisfactory to the Agency;
 - (d) substantially remodel, add to, reconstruct, or demolish any part of the mortgaged property or substantially subtract from any real or personal property of the Project;
 - (e) permit the use of the dwelling accommodations of the Project for any purpose except residences, or permit commercial use greater than that originally approved by the Agency, if any;
 - (f) incur any liability direct or contingent, out of the ordinary course of business in developing and operating a low and middle income residential housing project;
 - (g) except as stated expressly in the Contract Documents or otherwise approved by Mortgagor in writing, pay any compensation or make any distribution of income or other assets to any of the owners of shares of stock or of beneficial interest;
 - (h) enter into any general management contract;
 - (i) modify or amend the Owner's charter, bylaws, partnership agreement, or other governing instrument or instruments, except as permitted by the Contract Documents.
11. Owner shall provide for the management of the Project in a manner reasonably satisfactory to the Agency. Any management contract entered into by Owner, involving the Project shall contain a provision that it shall be subject to termination, without penalty and with or without cause, upon written request by the Agency addressed to the Owner. Upon receipt of such request Owner shall immediately terminate the contract within a period of not more than thirty (30) days and shall make arrangements reasonably satisfactory to the Agency for continuing proper management of the Project. In the event that, subsequent to 30 days after the termination of any management contract by the Owner (whether or not such termination is pursuant to the provisions of this section), Owner has not made arrangements reasonably satisfactory to the Agency for continuing proper management of the Project, the Agency shall have the right to designate the management agent of the Project.

12. Payment for services, supplies, or materials shall not exceed the amount ordinarily paid for such services, supplies, or materials in the area where the services are rendered or the supplies or materials furnished.
13. Within ninety (90) days following the end of each fiscal year of the Project, the Agency shall be furnished with a complete annual financial report for the Project based upon an examination of the books and records of the Owner, containing a detailed, itemized statement of all income and expenditures, prepared and certified by a Certified Public Accountant in accordance with the requirements of the Agency and in conformity with generally accepted accounting principles applied on a consistent basis, and further certified to by a duly authorized agent of the Owner.
14. At the request of the Agency, the Owner shall furnish quarterly occupancy reports and shall give specific answers to questions upon which information is reasonably desired from time to time relative to the ownership and operation of the Project.
15. All rents and other receipts of the Project shall be deposited in the name of the Owner or a nominee for the Owner in a bank or banks, whose deposits are insured by the F.D.I.C. Agency shall at all times be advised of the names of the accounts and names of the banks. Such funds shall be withdrawn only in accordance with the provisions of this Agreement. Any person receiving funds of the Project other than as permitted by the Contract Documents shall immediately deposit such funds in a Project bank account, and failing to do so in violation of this Agreement shall hold such funds in trust for the Project.
16. There shall be full compliance with the provisions of all state or local laws prohibiting discrimination in housing on the basis of race, religion, color, national origin, or ancestry, and providing for nondiscrimination and equal opportunity in housing. Failure or refusal to comply with any such provisions shall be a proper basis for the Agency to take any corrective action it may deem necessary including, but not limited to, the rejection of future applications for mortgage loans and the refusal to enter into future contracts of any kind with which the Owner or its shareholders, trustees, or beneficiaries are identified.
17. This Agreement shall bind, and the benefits shall inure to, respectively, the Owner and its successors and assigns, and the Agency and its successors and assigns, so long as the Mortgage continues in effect, whether or not the Agency shall continue to be the Owner of the Mortgage, provided, however, that this Agreement shall become a nullity upon payment and discharge of the Mortgage.
18. Owner warrants that it has not, and will not, execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations set forth and supersede any other requirements in conflict therewith.
19. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.
20. Notices shall be deemed delivered when mailed registered mail, return receipt requested, to the Owner at 744 Broadway, Everett
Massachusetts, and to the Agency at Old City Hall, 45 School Street, Boston, Massachusetts 02108, or to such other place as a party may designate in writing.

21. If the Owner is a partnership, (i) no general or limited partner of the Owner, except with respect to the provisions of this Section 21, shall have any personal liability for payment or performance of any of the Owner's obligations hereunder, and the Agency shall look only to the Owner's assets for such payment or performance, (ii) no amendments will be made to the Owner's Partnership Agreement which would affect the Agency's rights under any of the Contract Documents, without the Agency's prior written approval, (iii) in the event of retirement, death or insanity of a general partner business will be continued by the remaining general partners, and (iv) no general partner will voluntarily withdraw from the partnership without the Agency's prior written approval. Following completion of the Project, said approval will not be unreasonably withheld if there are one or more remaining or substitute general partners who, in the Agency's opinion, are capable and competent to cause the Owner to have the capacity to effectively own and operate the Project.

IN WITNESS WHEREOF the parties have caused these presents to be signed and sealed by their respective, duly authorized representatives, as of the day and year first written above.

MASSACHUSETTS HOUSING FINANCE AGENCY

(Corporate Seal)

By: 

EVERETT SQUARE PLAZA ASSOCIATES
Managing Developing Partner

(Seal)

By: 

Salvy J. Sacro, General Partner

By Security Properties - '75
General Partner

By: 

Peter H. Leach,

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

November 3 1975

Then personally appeared the above named Salvy J. Sacro, General Partner of Everett Square Plaza Associates, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said limited partnership.

Before me,

 Notary Public
My commission expires:


COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

November 3 1975

Then personally appeared the above named Peter H. Leach,
of Security Properties, General Partner of
Everett Square Plaza Associates, and acknowledged the foregoing
instrument to be his free act and deed and the free act and
deed of said corporation.

Before me,


Notary Public
My commission expires: 12/18/75

ATTACHMENTS:

- APPENDIX "A" - Rent Schedule
- APPENDIX "B" - Tenant Selection Plan.

RESIDENT SELECTION AND AFFIRMATIVE MARKETING PLAN

11-236-N

EVERETT

APPENDIX "B"

This Resident Selection Plan outlines the procedures and criteria by which Homestead Realty Co. will conduct the rental process, affirmatively market, and select residents for occupancy at Everett Square Plaza
School Street, Everett, Mass.

To meet the statutory requirements of Mass. Housing Finance Agency, a minimum of 25% of the units will be rented to persons of low income, as defined by public housing levels. To achieve an economically integrated development, a number of Federal or State programs may be used as well as skewed or market rentals. At rent-up the most current income limits under the applicable program will be used. In the case of HUD programs, the administrative regulations of 236 and/or rent supplement will be followed.

For the purpose of initial selection, an applicant's net income may not exceed six times the annual rent of the unit he is to occupy. In all cases the MHFA Management Dept. will approve every application before residency occurs. All applications, including those that are rejected, will be reviewed by MHFA. In the case of a local Housing Authority leasing unit at this development, the Housing Authority and this Management Company will approve all applications. However, residents occupying such units must meet the intent of this Resident Selection Plan.

In order to establish eligibility on a continuing basis, all low and moderate income residents will be recertified annually. All market income residents will be certified bi-annually. At recertification, if a resident's income exceeds more than seven times the MHFA market rent, the resident will be charged no more than the fair market rent for that unit.

FORM 03-13-73

At the time of r t-up a Resident Placement Plan will be submitted to the MHFA Management Dept. for approval. This Plan will be prepared so as to insure a sound economic, racial, and social mix in the development. The final decision of bedroom distribution at low income will be made by the MHFA Management Dept.

In addition to income, the priorities for resident selection at this development will also relate to need. The preferences are in order as follows:

1. Persons displaced by natural disaster.
2. Persons displaced by public action.
3. Persons displaced by private action beyond their control.
4. Persons living in substandard housing.
5. Persons living in overcrowded conditions.
6. Persons paying rent greatly in excess of their means.
7. Given equal need, chronology of application will determine priority.

Of the low income category, one quarter of the units will be made available for persons whose major source of income is a form of welfare assistance. The four categories of welfare are Aid to Families of Dependent Children, General Relief, Disability Assistance, Old Age Assistance. To achieve this objective, this Management Company will work with the Housing Unit of the Mass. Department of Public Welfare.

All phases of resident selection will be carried out to ensure that the public interest is served without favoritism or partiality at all times. Further, it is the policy of this Management Company that the racial composition of residents in this Development will reflect the racial composition of the area as defined by the MHFA Management Dept.

To ensure a racially mixed Development and full marketing in the community, the following steps will be taken:

1. At construction start, an on-site sign will be placed in a conspicuous location and will be large enough to be fully legible to all passers-by. It will state that the Development is financed by the Massachusetts Housing Finance Agency and that all units are available on an open occupancy basis. In addition, this Management Company will always display the State and Federal Fair Housing signs in a prominent location in the rental office and state that the Development is financed by the Massachusetts Housing Finance Agency.

2. This Management Company will make specific recruitment efforts directed at minority groups in the development area. If no such groups exist in the immediate area, affirmative marketing will extend to the nearest minority communities. The list of minority churches and agencies or organizations working with minority persons, community newspapers, media sources and other publications along with the text of the Manager's correspondence to these sources will be submitted to the MHFA Management Dept. for approval at least one week prior to their publication.

3. Comprehensive and community-wide advertising will also take place to ensure that the full economic and social range of persons are notified that the Development is about to take applications. Organizations such as the Housing Authority, local Welfare Dept., Senior Citizens' group, Anti-poverty Agency, Relocation Agency, Fair Housing Committee as well as churches and synagogues, religious and fraternal organizations, local employers and local newspapers all will be contacted. The list of these sources along with the text of the Manager's correspondence will be submitted to the MHFA Management Dept. for approval at least one week prior to their publication.

4. All newspaper advertising, marketing brochures and flyers will state that the Development is financed by the Massachusetts Housing Finance Agency and that all units are available on an open occupancy basis.

5. Community-wide and affirmative marketing publication will occur at the same time. A specific time period will be set when applications will be taken at the Development. This time period will be approved by the MHFA Management Dept. All completed applications will be dated and numbered as they are submitted to the Manager. Applications will be reviewed for priority consideration by this Management Company and MHFA Management Dept. at the close of this time period. If additional advertising is necessary, it will be done with the approval of the MHFA Management Dept.

6. A rental application approved by MHFA will be used by this Management Company. No one will be refused the right to fill out an application.

7. When applications have been approved for 50% of the units, this Management Company will notify the MHFA Management Dept. of the racial composition of the Development and of the composition of the remaining applicants. If this Management Company's affirmative marketing program has not been successful, earlier minority community contacts will be followed-up with a more active public information program. This will be developed jointly with the MHFA Management Dept.

8. Applicants will be notified in writing as quickly as possible as to their status, whether he is accepted or not accepted.

9. A waiting list will be established according to the resident selection priorities outlined in this Plan. Persons on the waiting list will be contacted as suitable vacancies occur. Annually the

waiting list will be updated to determine if those on it are still interested in occupancy.

Approximately four months prior to occupancy a meeting with the MHFA Management Dept. and this Management Company will be held to discuss thoroughly the time schedule for rent-up at this Development. Such items as the set-up of the model apartment and rental office will be discussed. Marketing costs will be detailed. A review of the MHFA Occupancy Agreement will take place. If applicable, use of Federal and State subsidy programs will be explained.

This Management Company will not charge a security deposit, credit investigation or application fee for any of its applicants. No fee for any item except rent will be charged a resident without the prior approval of the MHFA Management Dept.

This Management Company will prepare a Resident Handbook at the time of rent-up in accordance with MHFA guidelines. It will be approved prior to publication by the Management Dept. of MHFA.

Resident pre and post occupancy orientation will take place in accordance with MHFA guidelines.

THE Homestead Realty Co. AGREES TO FOLLOW IN FULL THIS MASS. HOUSING FINANCE AGENCY RESIDENT SELECTION AND AFFIRMATIVE MARKETING PLAN AT Everett Square Plaza, Everett, Mass.

Hugh J. Dingley for Homestead Realty Co.

Date: June 22, 1973

[Signature] for MHFA Management Dept.

Date: 8/29/73