



Photo: South Yarmouth Road, Dennis—2019



**SETUCKET ROAD COMMUNITY HOUSING
TOWN OF DENNIS
Community Preservation Committee
CPA Funding Application - May 6, 2022**

Habitat for Humanity of Cape Cod

411 Main Street Ste 6 • Yarmouthport, Massachusetts 02675
www.habitatcapecod.org • 508-362-3559 p • 508-362-3569 f

May 6, 2022

Dennis Community Preservation Committee
685 Route 134
S. Dennis, MA 02660

RE: 401 Setucket Road Community Housing (4 homes)

Dear Community Preservation Committee:

Thank you for the opportunity to submit a grant application to fund 401 Setucket Road Community Housing in Dennis. Habitat for Humanity of Cape Cod, Inc. a 501(c)3 organization was founded in 1988 and has significant experience permitting, building, and selling affordable housing. We have built and sold 165 affordable Cape Cod homes to date and look forward to building more. Habitat for Humanity of Cape Cod partners with families in need of an affordable home to build one of their own; fostering stability, self-reliance and a strong sense of community.

Submission Date:	May 6, 2022
Project Title:	Setucket Road Community Housing
Project Map/Parcel:	263-16
Estimate Start Date:	Infrastructure = 1 st Quarter 2023; Wall-Raising = October 2023
Estimated Completion Date:	Family Move-In Fall/Winter (4 homes) = October 2024
Purpose:	Community Housing
Applicant Entity:	Non Profit
Applicant Name:	Habitat for Humanity of Cape Cod, Inc.
Applicant Address:	411 Route 6A, Yarmouthport, MA 02675
Federal Tax ID:	22-2900430
Primary Contact:	Beth Hardy Wade, CPC Liaison; 508-362-3559 x 24
E-mail:	land@habitatcapecod.org
Website:	www.habitatcapecod.org
Funding Requested:	\$341,250 for land acquisition (\$85,312 per home)

Included in the following pages please find Application, Project Description, Timeline, Developer Experience, Project Pro Forma, Site and Building Information, as well as other documents requested by the Dennis Community Preservation Committee. We would be pleased to meet with you and other project stakeholders at your convenience, and we welcome the opportunity to answer any questions that may arise as you review our proposal.

Sincerely,

Elizabeth (Beth) Hardy Wade

Beth Hardy Wade, Director of Land Acquisition & Project Development/CPC Liaison

**APPLICATION FOR
DENNIS COMMUNITY PRESERVATION FUNDS
CALENDAR YEAR 2022 (FY 2023)**

I. APPLICATION REQUIREMENTS

SYNOPSIS

1. **Project Title:** Setucket Road Community Housing
2. **Organization Name:** Habitat for Humanity of Cape Cod, Inc.
3. **Amount Requested from CPA funds:** \$341, 250
4. **Purpose:** Affordable Housing
5. **Project site(s)/location.** As applicable, include tax map, parcel with site highlighted, acreage, and zoning district.
401 Setucket Road, Dennis – 2.79 acres, Parcel 263-16-0, Zoning District R-40, Old Kings Highway. **(See also Attachment A: Maps, Narrative, Plans)**
6. **Synopsis of Project.** This section is to be no more than one page in length and, if necessary, will be used by the CPC as a project description for public use (*press releases, etc.*).
(See also Attachment A: Maps, Narrative, Plans)

Habitat for Humanity of Cape Cod, Inc. (HHCC) is pursuing the purchase of a 2.79-acre site at 401 Setucket Road currently owned by the Friends of Dennis Senior Citizen’s, Inc. HHCC plans to purchase the land and then permit a four-home project under Massachusetts General Law, Chapter 40B. HHCC is proposing a subdivision of 401 Setucket Road into five parcels, with 1 home on each of 4 residential parcels contained on the northerly most portion of the lot; and a fifth parcel comprised of the southerly most portion. This fifth parcel contains most of the Eversource easement area and approximately 1.65 acres of unbuildable, naturalized land. The 5th parcel will be permanently restricted as Nitrogen Credit land for the four residential parcels. Habitat plans to donate this parcel to the Town or a Conservation entity as an open space lot. Once permitting is accomplished, we will use our volunteer and “sweat equity” program to build these four, single family homes that will be sold affordably to income-eligible households between 60% and 80% of area median income (AMI). 100% of the proposed homes will be affordable to these lower and moderate-income families as defined by Department of Housing and Community Development (DHCD). All subsequent sales (resale) of the homes will be at 80% of AMI or less, with home sale prices controlled in perpetuity by the DHCD approved deed riders and regulatory agreement to be recorded at the Barnstable County Registry of Deeds. Habitat will request from DHCD the maximum allowable local preference (up to 70%) for the sale of the homes. All homes will be eligible for the Town’s Subsidized Housing Inventory (SHI). Habitat for Humanity of Cape Cod is requesting \$341,250 for the acquisition of the land for this project for approval at the Fall Town Meeting.

Structure/Outcome: HHCC to purchase 2.79 acres at 401 Setucket Road for affordable housing, subject to a perpetual DHCD affordable housing restriction (80% AMI or below). Following permitting, four affordable homes will be built on four lots at the newly subdivided site. A fifth lot will remain in its naturalized state, deed restricted in perpetuity as nitrogen credit land. All homes will be SHI (Subsidized Housing Inventory) eligible, HHCC will request from DHCD the maximum allowed local preference units for the project. We plan infrastructure to start soon after the purchase of the parcel now proposed for the end of December 2022, with volunteer wall raising in October 2023, and homes completed in October 2024. Habitat is requesting \$341,250 for the purchase of the parcel (\$85,312 per unit).

(See Attachment B: Proforma/Home pricing rationale)

Schedule:

Projected or completed	Project Timeline for 401 Setucket Road HHCC Affordable Housing (4-3 Bedroom homes)
6/7/2021 completed	Executed Purchase and Sale agreement with Friends of Dennis Senior Citizen's Inc.
7/1/2021 completed	1st-All department heads meeting with the Town of Dennis
10/19/2021 completed	Dennis Select Board - preliminary project presentation
12/1/2021 completed	2nd-All department heads meeting with the Town of Dennis
3/10/2022 completed	3rd -All heads meeting to discuss final site plan and nitrogen credits
3/23/2022 completed	Submitted revised site plans to Dennis Planning Department
5/2/2022 completed	Submitted completed LIP application to Planning
5/6/2022 completed	Submitted CPC application (\$341,250)
5.17.2022	Presentation of LIP to the Selectboard for their endorsement
5.24.2022	Submit printed and bound signed LIP to DHCD
5.31.2022	30-day notice from DHCD to the Town
6.19.2022	Site visit by DHCD
7.1.2022	Project Eligibility Letter from DHCD
7.20.2022	ZBA application -submitted no later than
8.22.2022	ZBA hearings begin
9.26.2022 (or later)	ZBA decision
10.26.2022	Redline Regulatory Agreement to Town Attorney for review

(or earlier)	
11.2022	Town Meeting vote on acquisition funds for 401 Setucket Road (and approve transfer of nitrogen credits)
11.21.2022	ZBA Appeal Period ends - 20 days from delivery of decision to Town Clerk
11.28.2022	Comp permit is recorded at Registry of Deeds
12. 22.2022	RA signed by all parties
12. 29.2022	Closing on land - by December 31, 2022 (RA, nitrogen credit deeds, and Deed recorded)
Winter/spring 2023	Infrastructure work is completed
10/01/2023	Wall raising (volunteer construction begins) on 4 homes
10/01/2024	Certificate of Occupancy
10-12/2024	Sale of homes to eligible purchasers. Donation of parcel 5 to Conservation entity or Town (if applicable).

APPLICANT INFORMATION

7. **Project Title:** Setucket Road Community Housing Project
8. **Organization Name:** Habitat for Humanity of Cape Cod, Inc (HHCC)
9. **Address:** 411 Main Street, Suite 6, Yarmouth Port, MA 02675
Phone Number: 508-362-3667 x 24
Website Address: www.habitatcapecod.org
Email Contact: land@habitatcapecod.org
Fax Number: N/A
10. **Federal Tax Identification Number:** 22-2900430
11. **Primary Contact Person:** Elizabeth (Beth) Hardy Wade, Director of Land Acquisition
Email: land@habitatcapecod.org, **Phone:** 508-362-3559 x24

Secondary Contact Person: Wendy Cullinan, President & CEO
Email: wendy@habitatcapecod.org, **Phone:** 508-362-3559 x11
12. **Primary Contact Person to approve and receive funds:** Wendy Cullinan, President & CEO
Email: wendy@habitatcapecod.org, **Phone:** 508-362-3559 x11

APPLICANT BACKGROUND

13. **Brief applicant history**

Habitat for Humanity of Cape Cod, Inc. (a 501(c)3 organization) has significant experience permitting, building, and selling affordable housing. Since 1988, Habitat for Humanity of Cape Cod, Inc. has built over 165 homes throughout the region. In addition, as of the date of this application, we have 21 homes in some phase of construction; 2 homes with building permits pending; and potential for an additional 12 homes, contingent on the results of pre-development study or project permitting.

(See Attachment C: Habitat Background and Project Information)

14. Names of governing board, trustees or directors

Board of Directors – 2022

Wil Rhymer	Chair
Peter Kimball	Vice Chair
John Schoenherr	Treasurer
Jaime Carey	Clerk
Josh Jalbert	Assistant Clerk
Matt Anderson	Director
Warren Brodie	Director
Michael Duffany	Director
David Freelund	Director
Steve Jenney	Director
Lynn Johnson	Director
Matt Pitta	Director
Sue Partridge	Director
Leslie Schneeberger	Director
Cindy Roth	Director
Melissa Wheeler	Director

15. Summary of recently completed projects.

See also Attachment C: Habitat Background and Project Information

- Development of .91 acres at Mendes Way with the Town of Mashpee (2 affordable homes in perpetuity). 40B project. Completed in October 2021. CPC fund contributions for land acquisition (\$17,000) and early construction (\$100,000) totaling \$117,000. Total project cost: \$665,724.
- Development of 13.92 acres at Tubman Road with the Town of Brewster (14 affordable homes in perpetuity), built in 2 phases of 6 and 8 homes respectively. 40B project. Completed in December 2020. CPC fund contributions for land acquisition (\$847,000) and early construction (\$550,000) totaling \$1,397,000. A certain parcel of land was deeded back to the town for access/open space. Total project cost: \$5,525,954.
- Development of 1.72 acres at Durkee Lane with the Town of Wellfleet (2 affordable homes in perpetuity). Through special permitting Habitat created a 3-lot subdivision on land provided through RFP. Completed in October 2020. CPC fund contributions for early construction (\$240,000). A subdivided parcel of land with an existing home was deeded back to Town of Wellfleet Housing Authority for continued rental. Total project cost: \$848,893.
- Scatter site project development at two sites, So. Yarmouth Road and Janall Drive with the Town of Dennis (3 affordable homes in perpetuity). Special permitting. Completed summer 2019. CPC fund contributions for early construction (\$150,000). Total project cost \$811,710.

PROJECT INFORMATION

See also ATTACHMENTS

16. Project Concept

Habitat for Humanity of Cape Cod seeks to increase affordable housing ownership opportunities across the Cape and works closely with towns to do so. We are the only developer of affordable homeownership opportunities for those at 60-65% AMI (area median income). And we provide a beneficial housing opportunity for those ready to undertake the responsibility of homeownership.

Recently, Habitat for Humanity of Cape Cod's Board of Directors voted to increase some portion of our projects to include initial home sales to those at up to 80% AMI. It is our hope this will increase our impact, allowing greater opportunity across a broader range of income.

Specific to our Setucket Road Dennis project the income target levels will be set through the LIP application process. 100% of homes will be Affordable and sold initially to those at 80% AMI or less with some priority given to those at 65% AMI or less. All future home sales will be deeded restricted in perpetuity with resales to those at 80% AMI or less.

As with our other successful Dennis builds, potential income eligible buyers will submit to a rigorous application process to determine their opportunity for placement in the lottery pool.

APPLICATION FOR DENNIS COMMUNITY PRESERVATION FUNDS CALENDAR YEAR 2022

Following the lottery selected purchaser-families will partner with Habitat and invest 250 to 500 hours building their homes alongside community volunteers (250 hours for single adult families; 500 hours for two adult families). This promotes homeowners who are well educated on building and maintenance and fosters a true sense of community. Habitat works closely with our buyers, not just through the application process, but throughout the construction period, providing significant homebuyer education including preparation for closing, budget counseling, and workshops in caring for their home and landscaping. Sweat equity and pre-purchase workshops have proven to be key elements in fostering successful homeownership. Volunteer family partners continue their relationship with these new home buyers at least through the first full year of ownership.

Habitat looks forward to again partnering with the whole Dennis community, seeking donations of materials, professional services, and labor. Habitat works to create a collaborative spirit where the whole community can be actively involved in helping to address the affordable housing crisis. We are grateful for this opportunity and look forward to another successful build at 401 Setucket Road.

17. Project Goals/Objectives

Habitat for Humanity of Cape Cod's goal is to build four 3-bedroom family homes to:

- Provide permanently restricted as affordable homeowner housing. Initial sales at 60-80% AMI, with all subsequent sales at or below 80% AMI. **See Attachment D Restrictive Documents.**
- Provide maximum allowable (70%) of the homes as local preference units (preference for applicants living in the Town of Dennis, working in the Town of Dennis, employed by the Town of Dennis, or with children enrolled in Town of Dennis public schools) at initial sales.
- Increase Dennis's subsidized housing inventory (SHI) listings towards its goal of 10% affordable housing.
- Provide an opportunity for the whole community to be involved in an affordable housing project through volunteer participation, donations, and interactive community events, such as our Community Kick off, Wall Raisings and Home Dedications.
- Increase long term affordability through low consumer energy costs by way of home energy efficiency through our use of "green technologies" and targeted tight building techniques as evidenced by low HERS score at certificate of occupancy (CO).

Support from the Community Preservation Committee and the Town of Dennis is critical for the start of this important affordable housing project. Without the purchase of this parcel of land, Habitat for Humanity will not be able to provide critical affordable ownership units increasing diversity in housing opportunity for low- and moderate-income families.

18. Describe any legal issues, ramifications, impediments about this project, if any.

We will be submitting the LIP application to the Dennis Selectboard in May 2022. And on their signature of the application will submit the same to the Department of Housing & Community Development (DHCD). Following the issuance of DHCD's project eligibility letter we will submit our 40 B application to Dennis ZBA. We are subject to the public hearing process and will not be assured of our ability to proceed with the project until the 20-day ZBA decision appeal period ends.

19. Describe how this project accomplishes the goals and objectives of the CPA.

Habitat for Humanity's Setucket Road Community Housing project accomplishes the following goals and objectives of the CPA:

- Increases the number of units in the town's affordable housing inventory.

All four Habitat homes will be eligible for inclusion to the town's Subsidized Housing Inventory (SHI) list.

- Promotes a socioeconomic environment that encourages a diversity of income, ethnicity, religion and age.

Our homes target those not served by any other housing program. We build affordable ownership units with opportunities for affordable mortgages and encourage applications from a diverse group. Regarding minority inclusion – a recent application round included a 34% minority response; with 31% qualifying to advance to the lottery.

- Provides housing that is harmonious in design and scale with the neighborhood.

Our homes are compatible with home designs in the area around the site. The older neighborhoods in the area include similar sized Cape's and ranches. Our immediate neighbors to the west include some larger homes but fencing and a treed buffer will be in place.

- Results in a higher percentage of affordable units than otherwise required.

We will utilize 40B permitting for the project which will allow higher density with smaller lots than is allowed under current zoning. Also, while 40B developers are generally required to have only 20-25% of units affordable; Habitat for Humanity's homes are all 100% affordable with every unit deed restricted as affordable at 80% AMI or less in perpetuity.

- Ensures affordability in perpetuity.

All four homes will have initial sales targeting those with incomes between 60% and 80% AMI. Each homes' deed will have DHCD approved deed rider in perpetuity for any future sales at 80% AMI or less. There will also be a DHCD, and Town approved regulatory agreement recorded prior to start of construction.

- Promotes the use of existing buildings or construction on previously developed or town owned sites.

The project will be developed on vacant land, but on an infill, transitional parcel between an existing neighborhood to the west and the Center for Active Living to the east. One lot (1.65 acres) in the subdivision will be permanently encumbered for nitrogen credits and left in its natural state. We also hope to utilize nitrogen credits from a town owned lot at 8 Acorn Road to increase the two ranch homes from 2-bedrooms to 3-bedrooms. The lot at 8 Acorn would allow only a 1-bedroom standalone home to be built but coupling the available credits and our land allows a 2-bedroom increase. Once encumbered, the parcel at 8 Acorn will also be left in a permanent natural state.

- Ensures that new community housing is harmonious with the existing community and neighborhood and will incorporate similar characteristics designed to maintain architectural harmony, density consistency, and conserving the natural landscape.

As outlined in above paragraphs.

20. Describe how this project is relevant to the current and future needs of Dennis

News channels abound with stories about Cape Cod’s desperate need for affordable housingⁱ. Once an enclave of market-rate affordable homes, beginning with the 2008 financial crisis and escalated by the 2020 Covid-19 pandemic, opportunities for moderately priced Dennis homes have disappeared as investors and highly paid workers, working remotely, have driven Dennis home prices well beyond the average Dennis-based worker’s reach. Affordable housing is critical to a community’s economic and social wellbeingⁱⁱ. *See also HFCC Economic Impact Results at Attachment E.*

The purchase of this land provides an opportunity to add four affordable homes to the Town’s affordable housing inventory through this infill, transitional lot development. The homes will remain as part of the Town’s affordable housing inventory in perpetuity, increasing housing choice diversity for those at 80% AMI or below.

21. Describe how this project relates to the Dennis Local Comprehensive Plan

- 3.1 Goal: To promote economic development that is compatible with Dennis’ environmental, cultural, and economic strengths in order to ensure a balanced economy.
- 3.3 Goal: To encourage the creation and diversification or year-round employment opportunities.
- 3.3.1 Goal: Development and redevelopment will be evaluated for job creation, occupational and salary opportunities for local workers, and for their impact on decent affordable housing for employees.

Habitat for Humanity of Cape Cod broadly supports these three economic development goals through its production of Affordable housing units. Purchasers of our homes work in professions that support the economic wellbeing of their home community. A sampling of a jobs from several recent projects show our buyers are employed as US Postal Service workers, administrative assistants at doctor, dental and ophthalmology practices, home health aides, clerks from DTA to town offices to convenience stores, carpenters, overnight direct support staff & supervisors, foremen for landscape companies, Comcast installers, bartenders, chefs, waitstaff, theater supervisor, addiction counselors, house painters, warehouse workers, mental health case managers and more. All contribute to the local economy and their community through their work, stable housing allows them to remain rooted to the area.

- 5.5 Goal: To seek out, provide support for, and encourage the development of

energy efficient strategies in affordable housing.

Habitat for Humanity's homes are highly energy efficient. On May 3, 2022, at the RESNET Building Performance Virtual Conference, Habitat for Humanity of Cape Cod was recognized as the top Habitat affiliate nationwide in creating and producing energy efficient housing . Habitat Cape Cod has the Lowest HERS® Index of all United States Habitat affiliates.

The HERS (Home Energy Rating System) Index is based on RESNET's ANSI standards that measures a home's energy efficiency. It is the nationally recognized system for inspecting and calculating a home's energy performance. The better the HERS Index, the lower the cost of operating a home, like "miles per gallon" for cars.

Background: Habitat's energy efficiency program was originally born out of a need to provide clean-air, healthy homes for our families. Low-and-moderate-income families are disproportionately exposed to inadequate and/or poorly functioning heating and cooling systems which can lead to mold and mildew; and fossil-fuel source heating and cooling systems can produce airborne irritants exacerbating many lung conditions (American Lung Association). We found this to be true with many of our families' children suffering from asthma and other issues related to air quality that were directly attributable to their past living conditions. Understanding this we determined to provide homes offering the best air quality possible. Air source heat pumps (which heat and cool our homes) make a significant contribution to that end goal.

Safe, healthy and efficient, air source heat pumps become extremely economical to use when coupled with solar. Habitat homeowners with solar typically report little to no electric expense from April to May through to at least November or December, between power generated and used immediately in warm, sunny months and grid-stored net metering credits used to offset cost in darker, cooler months. In this way, solar yields big benefits for these low- and moderate-income homeowners, who find energy costs moderated and proportionate to their income thereby providing energy equity to previously underserved members of our community. We plan to include solar on the Dennis homes if funding is available.

- 5.0 Housing Implementation plan: The Town should encourage the construction or rehabilitation of affordable housing units by Habitat for Humanity and other non-profit and/or limited dividend corporations.

We are looking forward to working with the Town of Dennis on the Setucket Road Community Housing Project.

Habitat for Humanity's project at 401 Setucket Road meets the following qualitative goals of the recently DHCD approved 2021 Housing Production Plan:

- Identify suitable publicly and privately-owned sites for facilitating affordable housing production.
Undertaking the “friendly 40B route to permitting” Habitat has been working with the town to determine suitability of the site and density of development. We have also identified a best use for a town owned lot at 8 Acorn Road for nitrogen credits to increase our build by two bedrooms.
- Allow mixed-use and higher-density development in appropriate areas such as transportation corridors, existing commercial/industrial areas, and village centers.
While not fully applicable to our project, our Habitat development meets the goal, in part, through its use of this in-fill, transitional lot. It creates density and allows a remainder of the parcel (1.65 acre) to be left in its naturalized state; and on approval, the .45-acre parcel at 8 Acorn will also remain naturalized.
- Address the severe housing cost burdens facing many Dennis households.
Our Habitat home prices are set to ensure homeowner success. Our homes targeting those with incomes at 60-65% AMI are priced at what would be affordable to those at 40% AMI. We also consider our pricing using a 25% housing cost to income ratio, rather than the traditionally used 30% housing cost to income ratio. Our strategy builds in an extra cushion of affordability, so should unforeseen expenses or some unforeseen circumstances arise for the family they will be able to hold on to their home and recover. Our strategy has paid off with only one foreclosure (of 165 homes built) in our history.
- Preserve existing year-round and affordable housing by discouraging conversion to seasonal or market rate units.
While this project does not preserve existing affordable housing units, the creation of these permanently restricted affordable homes disallow any future conversion to seasonal or market rate units.
- Utilize infill and redevelopment strategies to avoid increasing impervious surface area in town.
As described above.

PROJECT IMPLEMENTATION & BUDGET

22. Total CPA Funding Request:

\$341,250 for land acquisition.

23. A Financial Plan, which must include a line-item project budget (see Attachment B: Proforma, Housing Pricing Rationale)

24. Evidence of interest from potential lenders

Cape Cod Five has provided construction funding for many recent projects and will do so for this project. See lender letter at **Attachment B**.

25. List of other funding source(s), include private/public/in-kind

Habitat for Humanity comes to the project with a strong fundraising history. We begin fundraising for a specific project at the point of permitting and continue through construction to sale of the homes. Typically, project funders exclusive of Town CPA or Housing Trust include:

- Federal Home Loan Bank of Boston
- Private home sponsorships of each home (minimum donation of \$50,000 each). All 6 homes at our current Harwich Murray Lane project have home sponsors, as do all 10 homes in our current Falmouth Willett Way project.
- Faith communities – sponsorship of at least one home in each town.
- Grants – past grants have been received from Charlesbank Homes, Housing Ministries of New England, Cape Cod Five, Cape Cod Health Care, Cape Cod Foundation, The Cooperative Bank of Cape Cod, amongst many others.
- Ongoing events and donor opportunities such as our “Shed for Homes” raffle, our annual “Home-in-One” golf tournament, and our annual “Ride for Homes” all provide funding toward our home builds.
- In-kind donations, or “Habitat-friendly pricing” from generous partner/donors such as Shepley Wood Products, Fraser Construction, Boston Granite Exchange, among other companies.
- Revenues from our two ReStores contribute funding to each home build.
- Revenue from the affordable home sales also support the project.

26. A five-year income and expenses plan for this project, if applicable.

N/A

SUPPORT DOCUMENTS

27. Letters of support from community organizations or other such sources (no more than five)

- a. Brad Boyd, Dennis Resident & Rotarian
- b. Wesley K. Blair, Dennis Resident & Supporter

28. References

- a. Dan Fortier, Dennis Town Planner
- b. See also attachment C

29. Other Relevant Materials specific to the project.

- a. Attachment A: Maps, Narrative, Plans**
 - i. Maps and photos
 - ii. Project Narrative
 - iii. Site Plans
 - iv. Sample Home Plans
- b. Attachment B: Proforma/Home Pricing Rationale**
 - i. Project Proforma
 - ii. Home Pricing Rationale
 - iii. Cape Cod Five Lending Letter
 - iv. Appraisal
- c. Attachment C: Habitat Background and Project Information**
- d. Attachment D: Restrictive Documents**
 - i. Site Control Document: Purchase & Sale Agreement
 - ii. Sample Regulatory Agreement and Deed Rider
 - iii. Nitrogen Credit Restriction Packet
- e. Attachment E: Other Information**
 - i. HFHCC Economic Impact Results
 - ii. RESNET – press release
 - iii. RESNET- draft brochure
 - iv. Support letters

30. Copy of most recent US Income tax form 990

See Attachment E.

31. Certificate of non-collusion

See Attachment E.

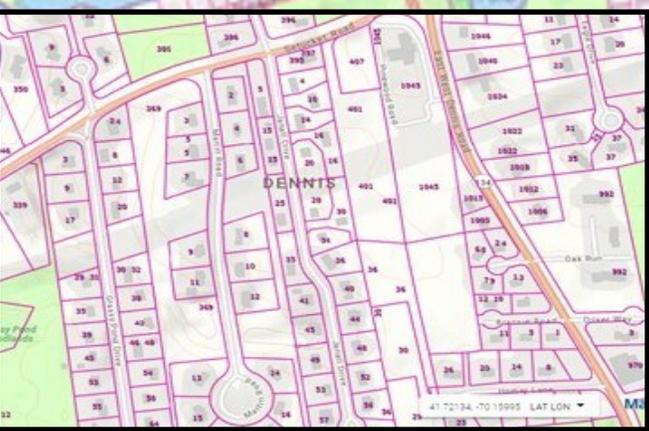
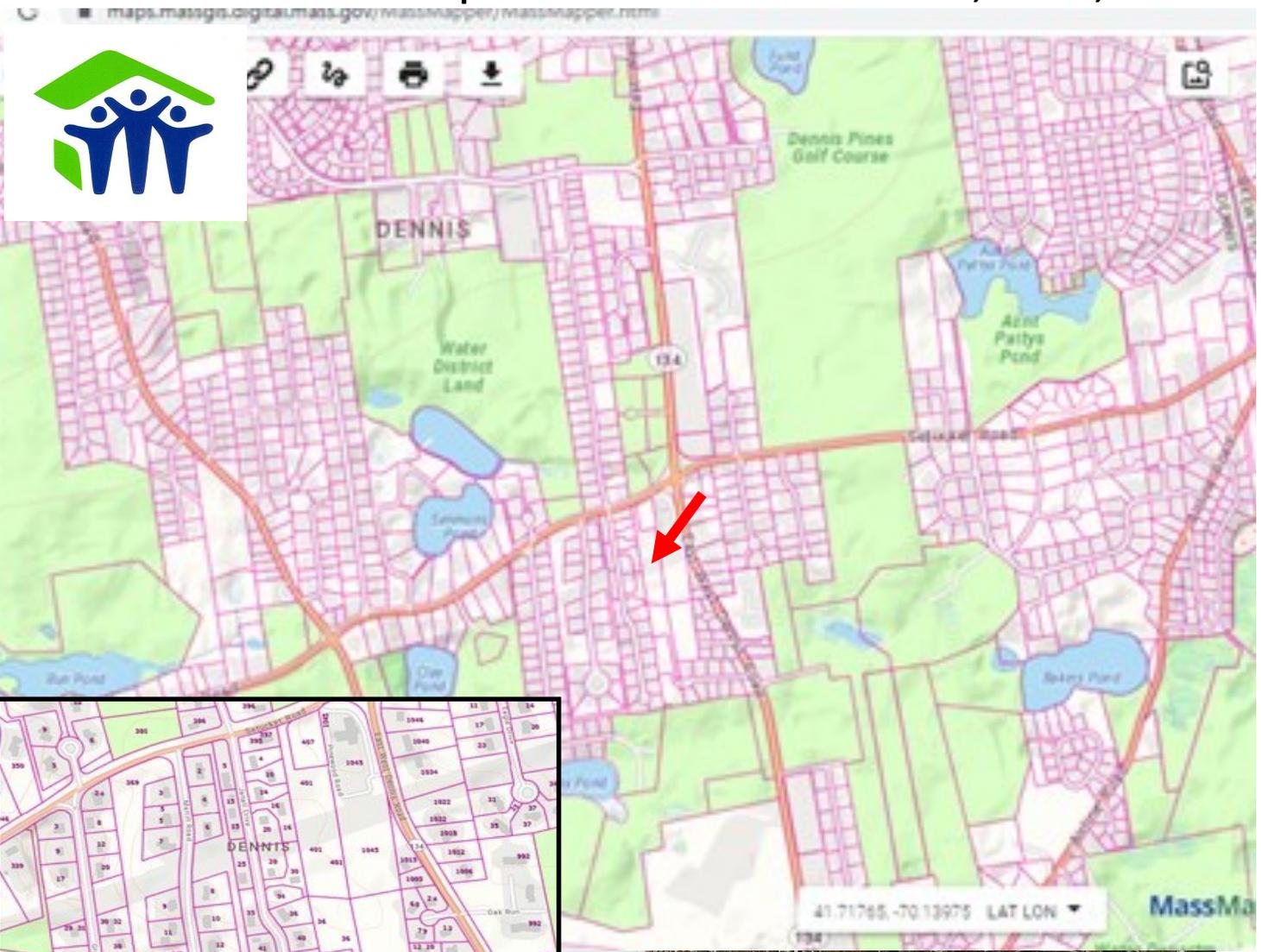
ⁱ See “Stores closing, families leaving: Sky-high housing prices are changing Cape Cod” by Jennette Barnes. 10/27/2021. CAI News. “Dennis Select Board approves plan to work toward housing” by Asad Jung. 8/13/2021. Cape Cod Times. “Detailing data on Cape Cod’s new homeowners” by the Cape Cod Commission. 1/20/2022. And “Hope in Sight for Cape Crisis?” Scott Van Voorhis. 1/10/2022. Banker and Tradesman.

ⁱⁱ See articles on community wellbeing at: Urban Institutes Initiative: <https://housingmatters.urban.org/topic/housing-access-and-stability>

Attachment A: Maps, Narrative, Plans

i. Maps and photos

Attachment A.i—Maps and Photos: 401 Setucket Road, Dennis, MA

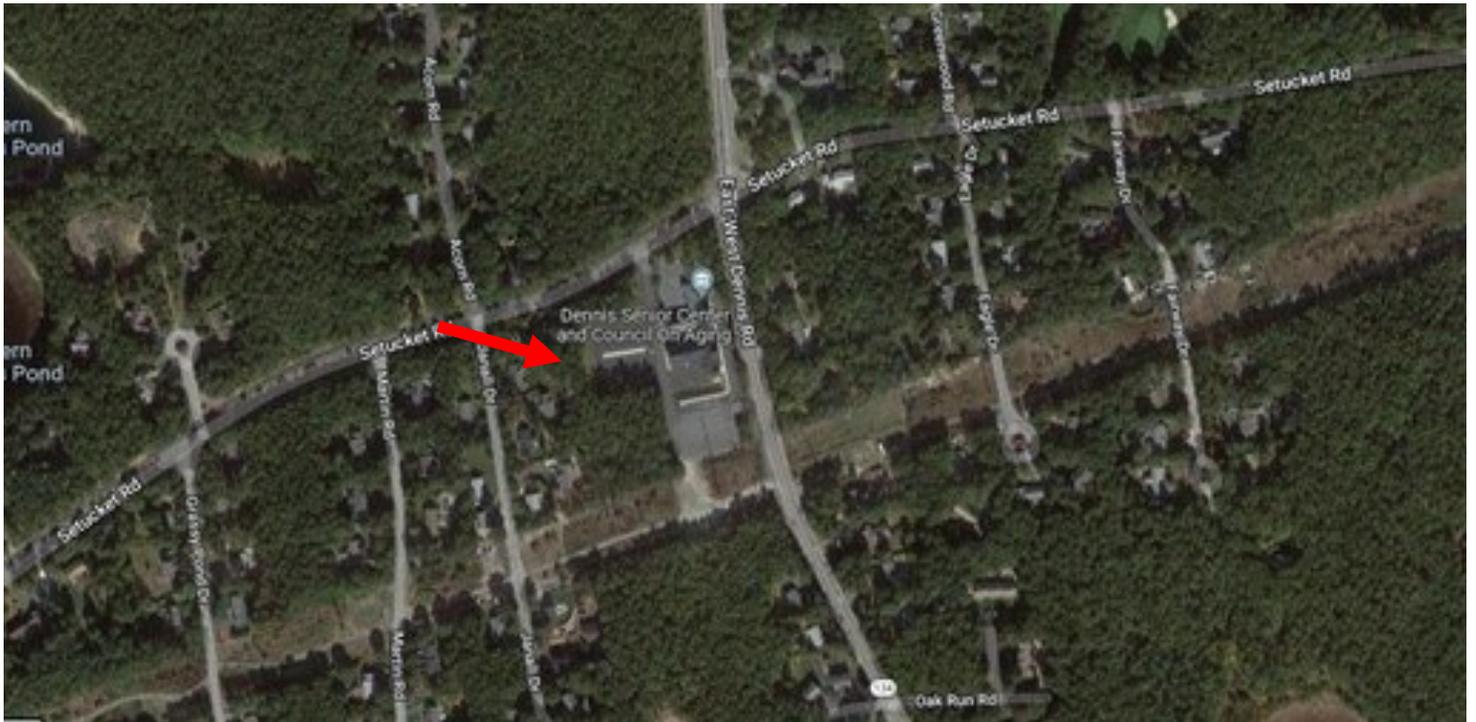


**LOOKING EASTERLY
From panhandle roadway entrance**

Attachment A.i—Maps and Photos: 401 Setucket Road, Dennis, MA



Location—401 Setucket Road—MASS Mapper Map and Google Map



Attachment A.i—Maps and Photos: 401 Setucket Road, Dennis, MA



Above Google Street View: Looking in easterly direction on Setucket Road from near proposed 401 Setucket roadway entrance.



**Above photos: On left a view of proposed entrance to #401 from Setucket Road.
On right a view of roadway area from adjacent parking lot.**

Attachment A.i—Maps and Photos: 401 Setucket Road, Dennis, MA



Above Google Street View: looking in westerly direction on Setucket Road from near 401 proposed drive entrance. Entrance will be on left just prior to the “yellow” house (#395 Setucket Road) driveway.



Above and right:

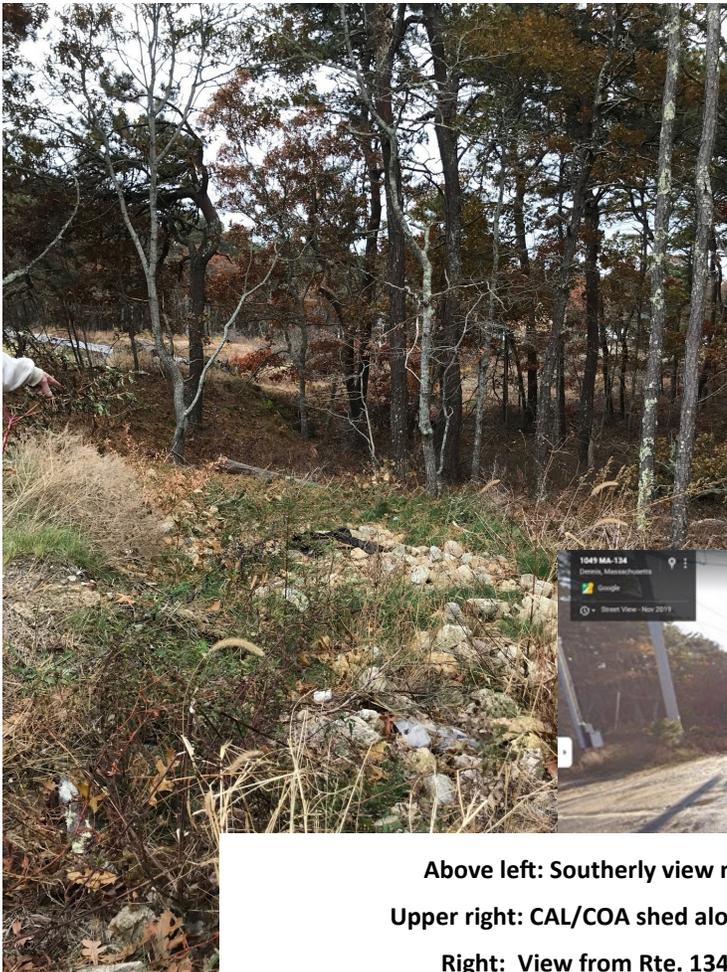
**Looking northly towards
Back of #395 Setucket along fence line
toward proposed entrance of 401
Setucket along the panhandle above the
parking area of the Active Living Center/
COA.**



Attachment A.i—Maps and Photos: 401 Setucket Road, Dennis, MA



Left: View west from parking lot of CAL/COA
Right: View from panhandle toward CAL/COA



Above left: Southerly view near bound with easement.
Upper right: CAL/COA shed along easterly property sightline.
Right: View from Rte. 134 toward utility easement.

Attachment A.i—Maps and Photos: 401 Setucket Road, Dennis, MA



**Pictures are of views along
westerly property line of
401 Setucket Road**

Attachment A.i—Maps and Photos: 401 Setucket Road, Dennis, MA

Some of our Neighbors—within 300 ft of our proposed development

photos are from public accessor database



Janall Drive



Janall Drive



Janall Drive



Janall Drive



Janall Drive



Janall Drive



Janall Drive



Setucket Road



Setucket Road



Acorn Road



Acorn Road



Acorn Road

Representative home styles in neighborhoods adjacent to our proposed development

Attachment A: Maps, Narrative, Plans

ii. Project Narrative

Attachment A.ii - Project Narrative

NARRATIVE -401 Setucket Road, Dennis.

401 Setucket Road is owned by the Friends of Dennis Senior Citizen's, Inc. and is under contract for purchase by Habitat for Humanity of Cape Cod, Inc. (HHCC). An offer to purchase was executed between the parties on June 7, 2021, giving HHCC site control for the purpose of building four Affordable homes.

HHCC plans to permit the project under Massachusetts General Law, Chapter 40B, through a "friendly" 40B process. HHCC is proposing a subdivision of 401 Setucket Road into five parcels, with 1 home on each of the 4 parcels contained on the northerly most portion; and a fifth parcel comprised of the southerly most portion. The fifth parcel contains most of the Eversource easement area and approximately 1.65 acres of unbuildable, naturalized land. This parcel will be permanently restricted as Nitrogen Credit land for the four residential parcels.

The subdivision is to be accessed from Setucket Road via a 40' wide minor way layout. See attached, "Site Plan for Zoning Board of Appeals; 401 Setucket Road, Dennis, MA; J.M. O'Reilly & Associates, Inc. 4/26/2022"

Once permitting is accomplished, we will use our volunteer and "sweat equity" program to build these four, single family homes that will be sold affordably to income-eligible households. 100% of the proposed homes will be affordable to lower income families as defined by Department of Housing and Community Development (DHCD).

Habitat and Friendly 40B.

We have sought to involve the Town of Dennis, from the start of the project:

- We have been in close contact with the Town of Dennis Planning office. Following initial discussions in early May, a narrative and preliminary engineering plan were submitted on 6/23/2021, with an "all department heads" meeting held on 7/1/2021.
- On 10/19/2021, Habitat appeared (virtually) at a Dennis Selectboard meeting to present preliminary information on the project. The board raised questions regarding maximum use of the lot and suggested changing access from Setucket Road to access via the parking area at the Center for Active Living (f/k/a Dennis COA) to open the full site for development including the area across the utility easement. These suggestions were carefully considered but eventually ruled out due to many factors, including cost, complexity/legality of proposed access route (including strong public safety official opposition), and site limitations, most significantly nitrogen credit limits restricting allowable number of bedrooms.
- On 11/30/2021 we submitted a refined site plan and project narrative to the Planning Department. A second "all department heads" meeting was on held on 12/1/2021. Along with other town staff, Chris Wickson of the engineering department provided recommendations for plan revisions.
- Based on those recommendations, on 3/7/2022 we submitted a revised plan and narrative inclusive of our request for nitrogen credit land at 8 Acorn Road to the Planning Department. Our third "all department heads" meeting was held on 3/10/2022. A few minor tweaks were requested. The final plan, and nitrogen credit exhibit plan were submitted to the Planning Department on 3/23/2022, with additional guidance provided on 4/15/2022.

Prior to our ZBA submission, we will meet with the Old King’s Highway Committee, Board of Health and Town’s Water Commission (regarding nitrogen credits), the Dennis Housing Trust and the Community Preservation Committee. We have also kept the Community Preservation Committee Chair informed through the process. We plan to apply for CPA funds for acquisition by the committee’s May 6th deadline.

On submission of the LIP application, we will send a letter (attached in materials) alerting neighbors to the LIP application and providing an opportunity to meet or comment during the 30-day LIP public comment period. There will also be the opportunity for public participation and input throughout the 40B ZBA permitting process.

40B and Dennis Zoning By-law 4.9 Provisions to Encourage the Development of Affordable Housing

Initially, Dan Fortier, Dennis Town Planner, suggested that Habitat seek permitting under the provision of Dennis Zoning Bylaw section 4.9, and/or under provisions for condominium ownership. Both options were ruled out early on. Habitat buyers typically use USDA 502 direct mortgages which disallow fund use for newly formed condominium unit purchases. To meet USDA requirements Habitat home ownership is in fee simple. It is also Habitat’s strong preference and general practice to seek 40B permitting based on the long-standing body of law in 40B process, proceedings and for right of appeal. It should be noted, however, that the density, setbacks, and proposed buildings are generally consistent with those contained within Dennis Zoning By-law 4.9.

Waivers requested under 40B – as compared to section 4.9 permitting requirements.

Dimensional Requirement	Section 4.9 Requirements	Proposed Lot 1	Proposed Lot 2	Proposed Lot 3	Proposed Lot 4
Minimum Lot Size	10,000 ft ²	8,301 ft ²	8,439 ft ²	8,417 ft ²	7,974 ft ²
Minimum Setbacks - Interior	10 ft	12.0 ft	11.0 ft	12.0 ft	11.9 ft
Minimum Setbacks - Exterior	20 ft	20.5 ft	N/A	14.3 ft	13.8 ft
Maximum Building Height	35 ft	<35 ft	<35 ft	<35 ft	<35 ft
Minimum Building Separation	20 ft	27.4 ft	27.4 ft	39.1 ft	39.1 ft
Maximum Building Coverage	15%	9.8%	9.6%	16.1%	17.0%

We do not meet the 20’ perimeter buffer requirement on the easterly side of the development, which directly abuts the Center for Active Living’s parking area. The home on Lot 3 is 14.3’ from the property line and the home on Lot 4 is 13.8’ from the property line. The project proposes stockade fencing along the easterly property line to separate the development from the Center for

Active Living. Though all residential lots will provide greater than 20' perimeter buffer to the westerly property line, the project still proposes to plant trees along the westerly line as shown on the site plan, and then continue stockade fencing following the property line from the neighbor's existing fence to Setucket Road, not obscuring the sightline on Setucket Road.

Description of Site.

The 2.79-acre (121,575 sf) site is located at 401 Setucket Road being Assessor's Parcel ID 263-16-0. And further identified in a deed from Cape Cod Bank and Trust Company, Trustee under the will of Arthur Cleatus Lohr, dated November 28, 1984, and recorded with the Barnstable County Registry of Deeds in Book 4331 Page 335.

The lot is sited within the authority of Dennis's Old King's Highway District and usually subject to new construction review. While this appearance is generally waived through the 40B process, we will present our plan to the committee for comment.

The lot is transitional, the area to be built on is in-fill, between the Town's Center for Active Living/COA building and parking lot at its easterly boundary, and a built-out residential neighborhood on Janall Drive at its westerly boundary.

While our homes will have higher density in fitting the homes to lots ranging from 7,974 sf to 8,439 sf lot, we have kept traditional looking, single family home designs respectful of the architecture of the residential areas near to Rte. 134 and this site. Our homes are high quality and will provide a positive visual contribution to the area.

We are proposing the subdivision be accessed via an 18' wide paved road from Setucket Road. Lot 1 at 8,301 sf will contain a 3 BR-Cape; Lot 2 at 8,439 sf will contain a 3-BR Cape; Lot 3 at 8,417 sf will contain a 3-BR Ranch; and Lot 4 at 7,974 sf will contain a 3-BR ranch. The 3-BR ranches on Lots 3 & 4 are conditioned on the acquisition of nitrogen credits from a Town owned parcel at 8 Acorn Road. Each home will be tied into Dennis's public water system; and contain their own Title-V septic system.

Lot 5 (approx. 1.65 acre) will remain undisturbed. Habitat believes there is the possibility of donating this unbuildable green space lot to the Town or a Conservation organization. Alternatively, this permanently restricted lot will be under the control of a homeowner's association.

Description of Homes to be Built.

We are proposing a traditional Cape, and a Cape-style ranch with a porch as we feel these homes fit into the surrounding neighborhoods, are "volunteer- friendly" for our build process and have floor plans that can be adapted to accommodate for disabilities if our selected buyer-family needs accommodations.

The plans we have submitted are illustrative. We may make slight elemental changes, but the key design features will be the same. Our 3-bedroom Cape home is 1276 square feet and has a bath and a half. Our 3-bedroom ranch home is 1256 square feet and has two baths. Should our request for nitrogen credits from 8 Acorn Road be denied, we will build two 2-bedroom ranch homes, each at

1008 square feet, with one bathroom. We include two parking spaces per home. Habitat builds our homes with full basements unless site conditions prohibit this, and we include an 8 x 10 shed, also when site conditions allow. We provide effective drainage and stormwater management as required by site topography. We incorporate low-impact landscaping and give our buyers the tools and education to take care of their homes and lawns. All Habitat homes meet or exceed DHCD Local Initiative Program Design and Construction Standards including requirements for square footage, bathrooms, and appliances. Homes comply with all applicable building codes.

In terms of “green” building, Habitat homes typically meet or exceed LEED standards, although for cost saving reasons, we do not seek certification. We use sustainable and renewable building materials whenever this is practical, and our homes consistently score advantageously in the Federal Home Loan Bank Boston “Affordable Housing Program” sections on Efficient Building and on Sustainable Building. Our homes have high R-value for insulation (with 2 x 6 construction which allows for such high insulation), have low HERS ratings, and are inherently efficient because the homes are built well and are modest in size (so less materials to build, less fuel to heat). We use Energy Star windows and appliances. We use highly efficient air source heat pumps, which we have found to be an affordable heating system and an aid in indoor air quality. We use low or no VOC products, and seek to use durable, renewable and rapidly renewable materials wherever practical. Additionally, Habitat has an innovative program to fund solar panels, and when site conditions and funding allow, we include solar panel installations in our builds. The Dennis homes will be positioned on the site to allow for optimal solar panel placement if funding is secured. In all cases, our homes are made solar-ready.

Nitrogen Credit Background and request

401 Setucket Road is in Zone II and at 121,571 sf with road coverage factored in is limited to ten bedrooms. As we prepared our LIP application, in discussion with town staff, we decided it would be ideal to maximize use of the property by adding a third bedroom to each of the two ranch homes. This can be carried out using nitrogen credits transferred from a town-owned lot at 8 Acorn Road. See, “Nitrogen Credit Land Exhibit Plan for 8 Acorn Road, Dennis, MA”. The lot at Acorn Road, East Dennis Map 263 Parcel 14 is roughly 19,000 sf. Obtained by the town in 1979, it was a part of a 1972 subdivision and if used in place for housing would be limited to a one-bedroom home. However, combined with our existing credits at 401 the lot’s nitrogen credits would allow the increase of these 2 additional bedrooms.

Habitat for Humanity of Cape Cod’s perpetual grant and use of the land at 8 Acorn Road by Habitat for nitrogen credits will be conditioned on the following: 1) Dennis BOH & Dennis Water District approval as required; 2) Dennis Select Board approval; 3) Town Meeting vote approval, as required; 4) Dennis ZBA project approval; and 5) Preparation & Execution of a Nitrogen Loading Restriction and Easement. These documents will be prepared by Habitat for Humanity’s Engineer and Attorney, and subject to approval by proper Town staff and/or the Town’s Legal Counsel. Please see attached sample documents from a recent Town of Sandwich project.

Affordability, DHCD, SHI.

Presuming project approval, all homes will be affordable in perpetuity, protected by a Department of

Housing and Community Development (DHCD) Local Initiative Program (LIP) Regulatory Agreement and Deed Rider. All homes will count on Dennis's DHCD Subsidized Housing Inventory (SHI). It is our current plan that the first sale of the homes will be affordable to very low-income households; households earning at or less than 65% of Area Median Income (AMI). However, should funding or other project requirements change Habitat would like to keep the option of offering one or two of these homes at or below 80% of AMI. Home sale prices to those at 65% AMI or below for the three-bedroom homes will be at or around \$169,250 and if applicable two-bedroom homes will be at or around \$151,000 (the price may be adjusted based on current income calculations at time of applicant outreach). AMI and pricing will be set with DHCD approval, prior to opening of applications for these homes. Any subsequent sale (resale) of the homes will be at 80% of AMI or less, with home sale prices controlled by the DHCD approved deed rider.

Habitat will work with the Town and DHCD requesting that at least two of the four homes be awarded a local preference (preference for applicants living in the Town of Dennis, working in the Town of Dennis, employed by the Town of Dennis, or with children enrolled in Town of Dennis public schools). Local preference guidelines are for a maximum of 70% of a project's units and awarded solely at the discretion of DHCD.

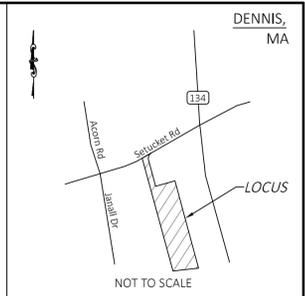
Our selected purchaser-families will partner with Habitat and invest 250 to 500 hours building their homes alongside community volunteers. This promotes homeowners who are well educated on building and maintenance and fosters a true sense of community. Habitat works closely with our buyers, not just through a rigorous application process, but throughout the construction period, providing significant homebuyer education including preparation for closing, budget counseling, and workshops in caring for their home and landscaping. Sweat equity and pre-purchase workshops have proven to be key elements in fostering successful homeownership.

We will again partner with the whole Dennis community, seeking donations of materials, professional services, and labor. We continue to strive to make our homes welcome in the neighborhood and to be good neighbors. Habitat will work to create a collaborative spirit where the whole community can be actively involved in helping to address the affordable housing crisis. We are grateful for this opportunity and look forward to another successful build.

Attachment A: Maps, Narrative, Plans

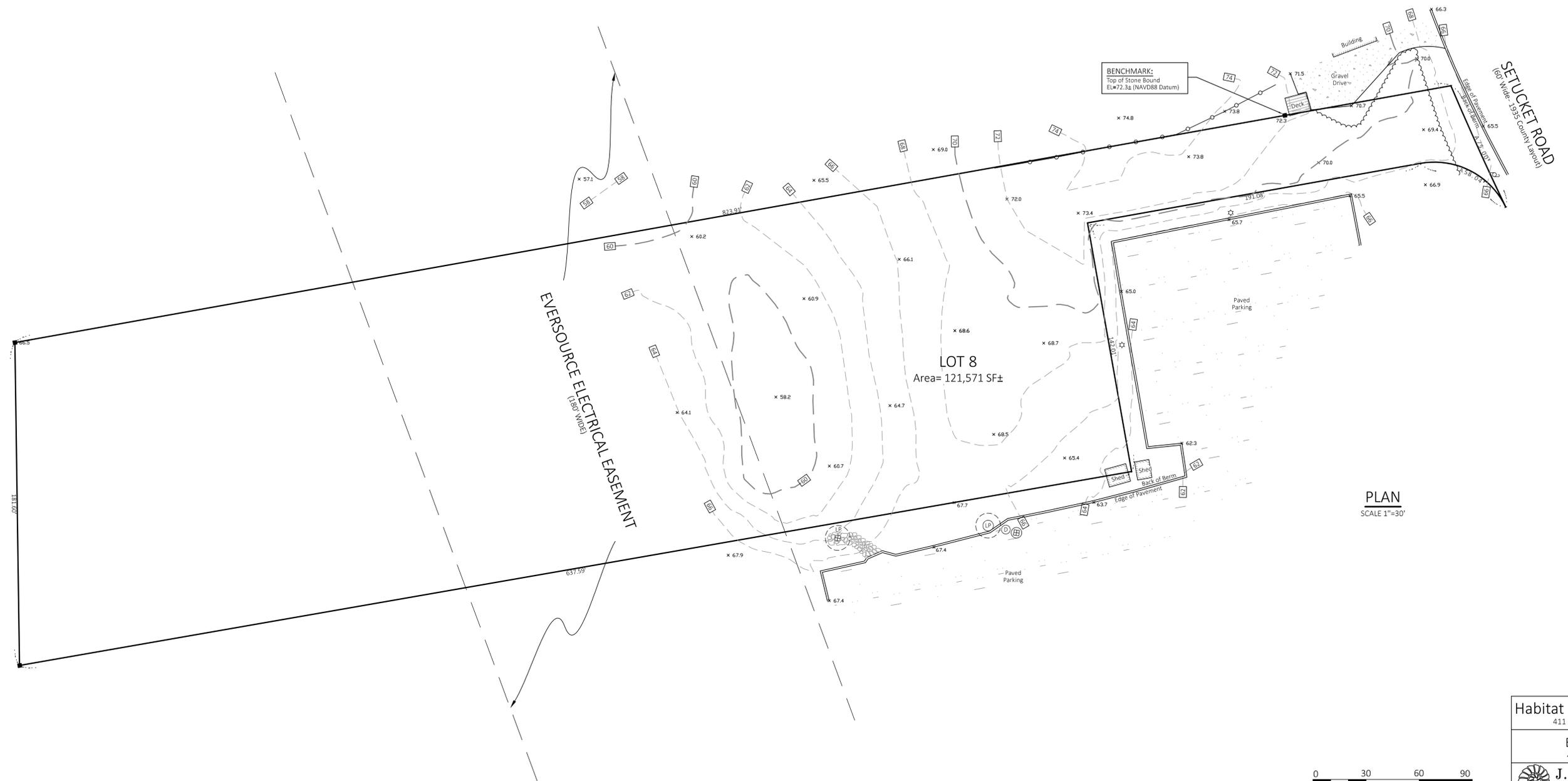
iii. Site Plans

- a. existing conditions**
- b. site plan**



LEGEND

- 22 — EXISTING CONTOUR
- 32 — PROPOSED CONTOUR
- x 12.34 EXISTING SPOT GRADE
- 24x5 PROPOSED SPOT GRADE
- W — WATER SERVICE LINE
- O — OVERHEAD UTILITY SERVICE
- U — UNDERGROUND UTILITY SERVICE
- G — GAS SERVICE LINE
- ⊙ TEST HOLE / BORING LOCATION
- ST SEPTIC TANK
- DB DISTRIBUTION BOX
- SAS SOIL ABSORPTION SYSTEM
- RES RESERVED FOR FUTURE
- LP LEACH PIT
- ⊕ UTILITY POLE
- ⊕ CATCH BASIN
- ⊕ FIRE HYDRANT
- ⊕ LIGHTPOST
- ⊕ DRAINAGE MANHOLE
- ⊕ STONE BOUND, FOUND
- LIMIT OF WORK
- EXISTING 6' STOCKADE FENCE
- PROPOSED 6' STOCKADE FENCE
- PROPOSED GUARDRAIL
- EDGE OF CLEARING
- STORMWATER FLOW ARROW



Habitat for Humanity of Cape Cod, Inc.
411 Main Street, Suite 6, Yarmouthport, MA 02675

EXISTING CONDITIONS PLAN
401 SETUCKET ROAD, DENNIS, MA

J.M. O'REILLY & ASSOCIATES, INC.
Professional Engineering & Land Surveying Services

1573 Main Street - Route 6A
P.O. Box 1773
Brewster, MA 02631 (508)896-6602 Fax

DATE:	SCALE:	BY:	CHECK:	JOB NUMBER:
11/12/2021	As Noted	FRF	JMO	JMO-9122

Attachment A: Maps, Narrative, Plans

iv. Sample Home Plans

3-BR CAPE FOR
HABITAT FOR HUMANITY OF CAPE COD
SAMPLE for 401 Setucket Road, Dennis



ARCHITECTS

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YARMOUTHPORT, MA. 02675

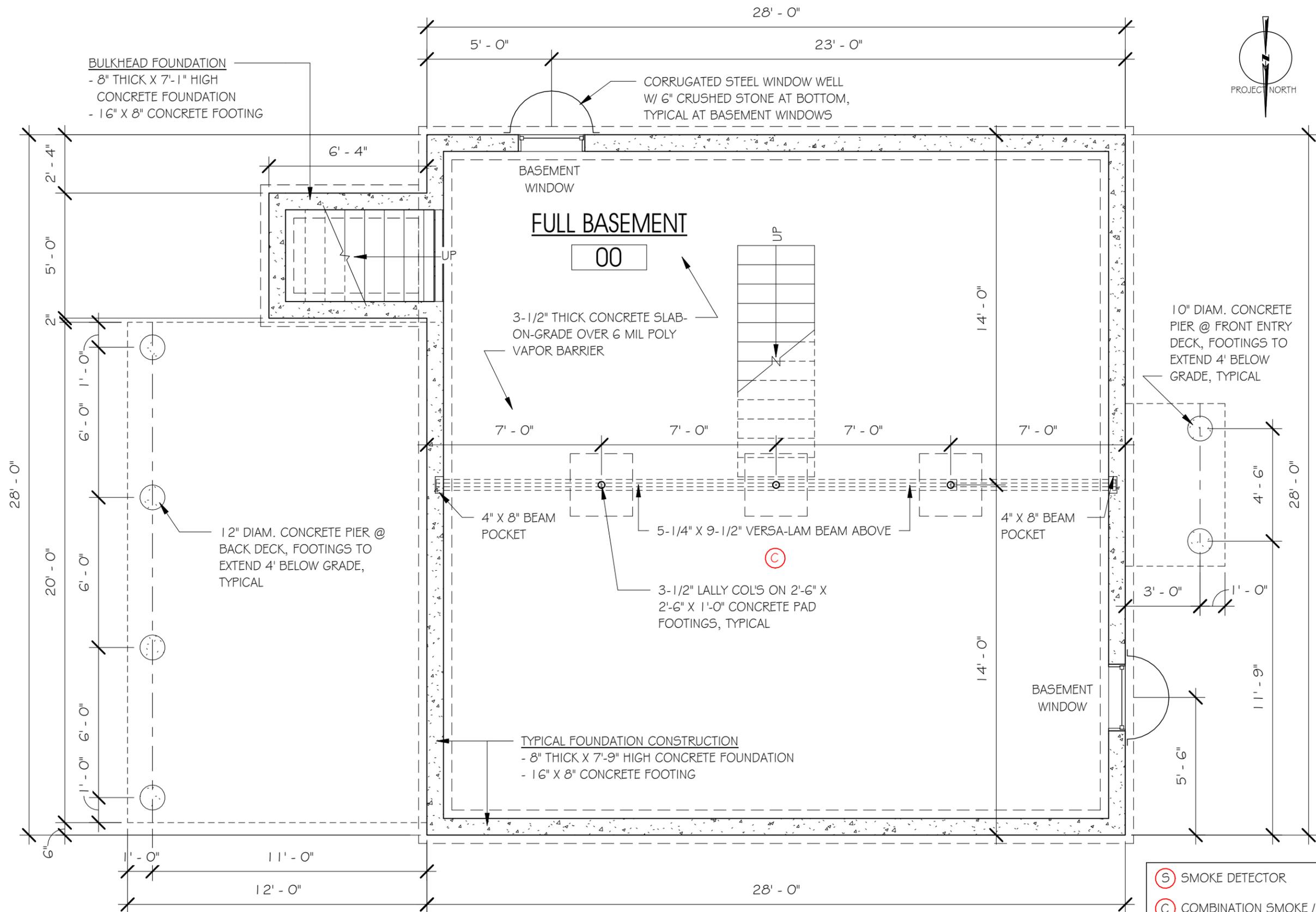
93B COURT STREET, UNIT 22
PLYMOUTH, MA. 02360

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BULKHEAD FOUNDATION
 - 8" THICK X 7'-1" HIGH
 CONCRETE FOUNDATION
 - 16" X 8" CONCRETE FOOTING

CORRUGATED STEEL WINDOW WELL
 W/ 6" CRUSHED STONE AT BOTTOM,
 TYPICAL AT BASEMENT WINDOWS

BASEMENT WINDOW

FULL BASEMENT

3-1/2" THICK CONCRETE SLAB-
 ON-GRADE OVER 6 MIL POLY
 VAPOR BARRIER

12" DIAM. CONCRETE PIER @
 BACK DECK, FOOTINGS TO
 EXTEND 4' BELOW GRADE,
 TYPICAL

4" X 8" BEAM
 POCKET

5-1/4" X 9-1/2" VERSA-LAM BEAM ABOVE

4" X 8" BEAM
 POCKET

3-1/2" LALLY COL'S ON 2'-6" X
 2'-6" X 1'-0" CONCRETE PAD
 FOOTINGS, TYPICAL

10" DIAM. CONCRETE
 PIER @ FRONT ENTRY
 DECK, FOOTINGS TO
 EXTEND 4' BELOW
 GRADE, TYPICAL

TYPICAL FOUNDATION CONSTRUCTION
 - 8" THICK X 7'-9" HIGH CONCRETE FOUNDATION
 - 16" X 8" CONCRETE FOOTING

BASEMENT WINDOW

- (S) SMOKE DETECTOR
- (C) COMBINATION SMOKE / CARBON MONOXIDE DETECTOR

1 FOUNDATION PLAN
 1/4" = 1'-0"

STAMP:



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 2828
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3-BR CAPE FOR
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TITLE:
FOUNDATION PLAN

DATE ISSUED: 06. 18. 2018

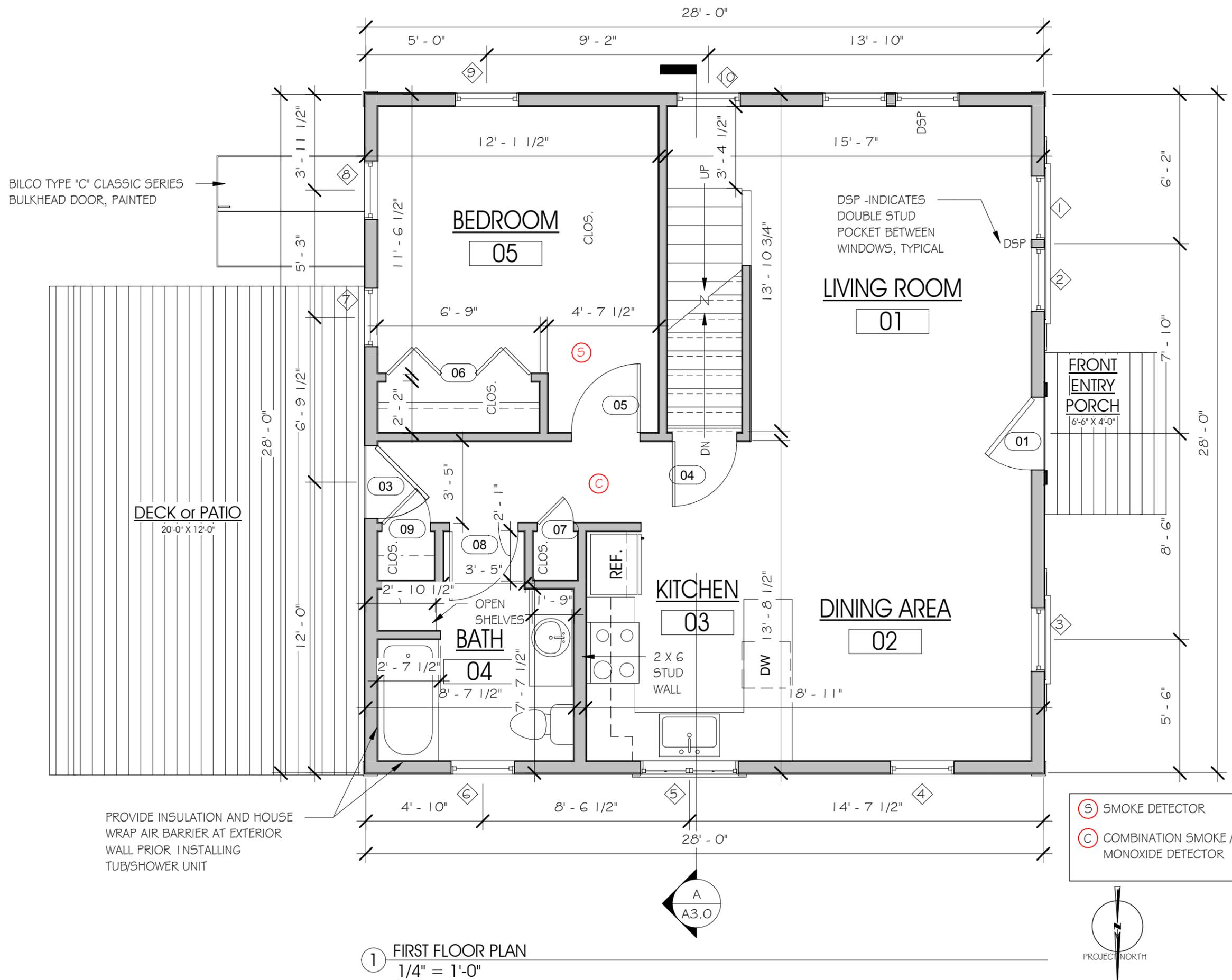
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BILCO TYPE "C" CLASSIC SERIES BULKHEAD DOOR, PAINTED

DSP - INDICATES DOUBLE STUD POCKET BETWEEN WINDOWS, TYPICAL

PROVIDE INSULATION AND HOUSE WRAP AIR BARRIER AT EXTERIOR WALL PRIOR INSTALLING TUB/SOWER UNIT

1 FIRST FLOOR PLAN
1/4" = 1'-0"

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3-BR CAPE FOR
HABITAT FOR HUMANITY OF CAPE COD

TITLE:
FIRST FLOOR PLAN

DATE ISSUED: 06. 18. 2018

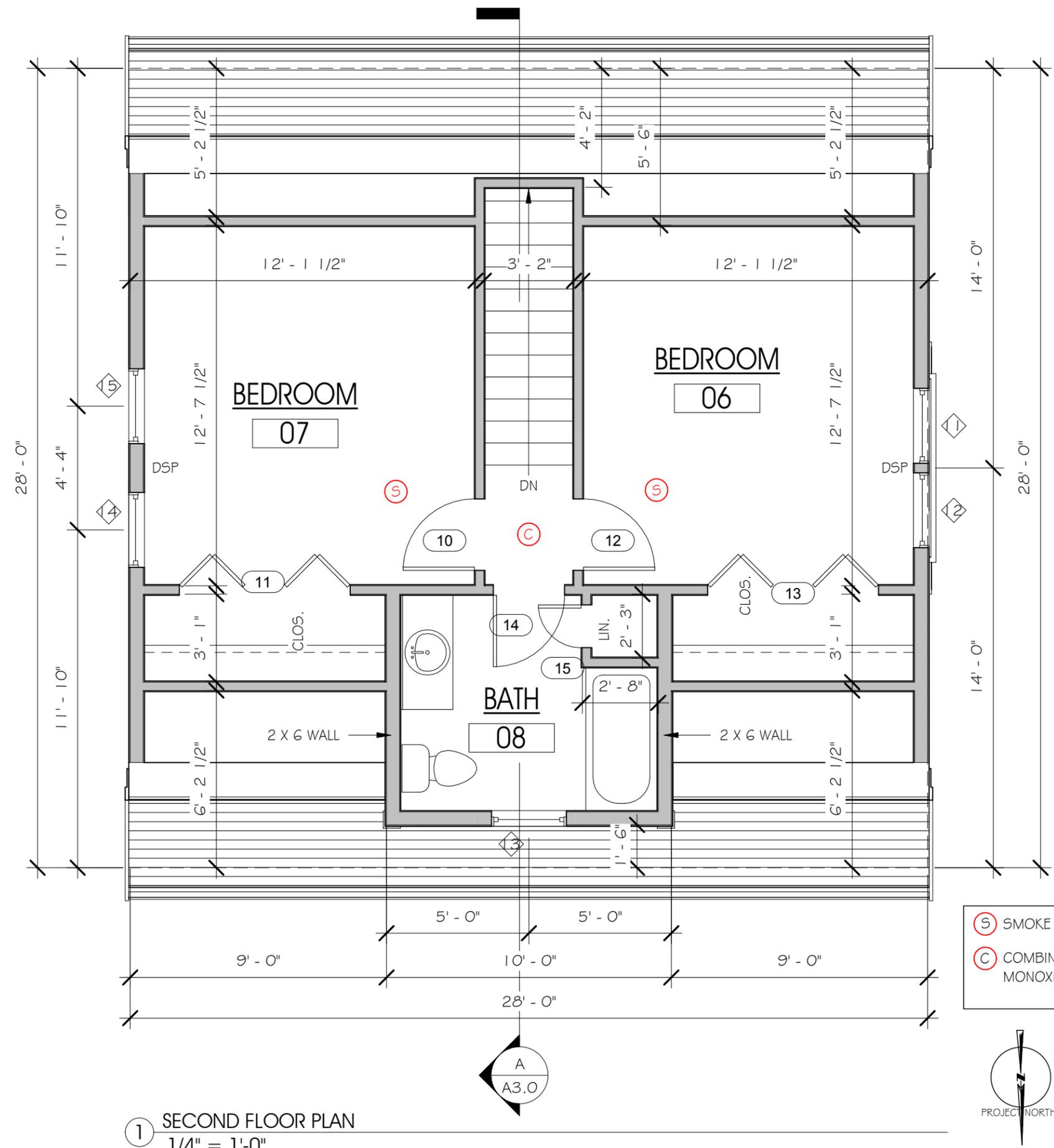
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- S SMOKE DETECTOR
- C COMBINATION SMOKE / CARBON MONOXIDE DETECTOR



1 SECOND FLOOR PLAN
1/4" = 1'-0"

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3-BR CAPE FOR
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TITLE:
SECOND FLOOR PLAN

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RIDGE
21' - 4 1/2"

WHITE CEDAR SHINGLE
AT +/-5" T.W., PAINTED

ALUMINUM STEP FLASHING TO
EXTEND BEHIND SIDING AND
ALTERNATE WITH SHINGLE COURSES

1 x3 OVER 1 X 8 PINE RAKE
BOARDS, PAINTED

SECOND FLOOR
8' - 11 1/8"

WINDOW HEAD TRIM TYPICAL AT
FRONT ELEVATION, SEE DETAIL #
3 ON SHEET A5.3

VINYL SHUTTERS TYPICAL
AT FRONT ELEVATION

FIBER CEMENT CLAPBOARD
SIDING, AT +/-5" T.W., PAINTED

FIRST FLOOR
0"

SOLAR PHOTOVOLTAIC PANELS

PREFINISHED (WHITE)
ALUMINUM CAP FLASHING OVER
WINDOW & DOOR CASING, TYPICAL

1 X 6 PINE CORNERBOARDS,
PAINTED

CLAD WOOD WINDOWS W/ 1 X 4
PINE CASING, PAINTED

FRONT PORCH W/ 5/4" X 6 P.T.
DECKING AND PINE RISERS, PAINTED

PILASTER AND CROSSHEAD DOOR TRIM

1 FRONT ELEVATION
1/4" = 1'-0"

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3-BR CAPE FOR
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TITLE:
FRONT
ELEVATION

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1 REAR ELEVATION
1/4" = 1'-0"

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2828

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FAX 508-362-
WWW.CAPROJECTS.COM

3-BR CAPE FOR
HABITAT FOR HUMANITY OF CAPE COD

TITLE:
REAR
ELEVATION

DATE ISSUED: 06. 18. 2018

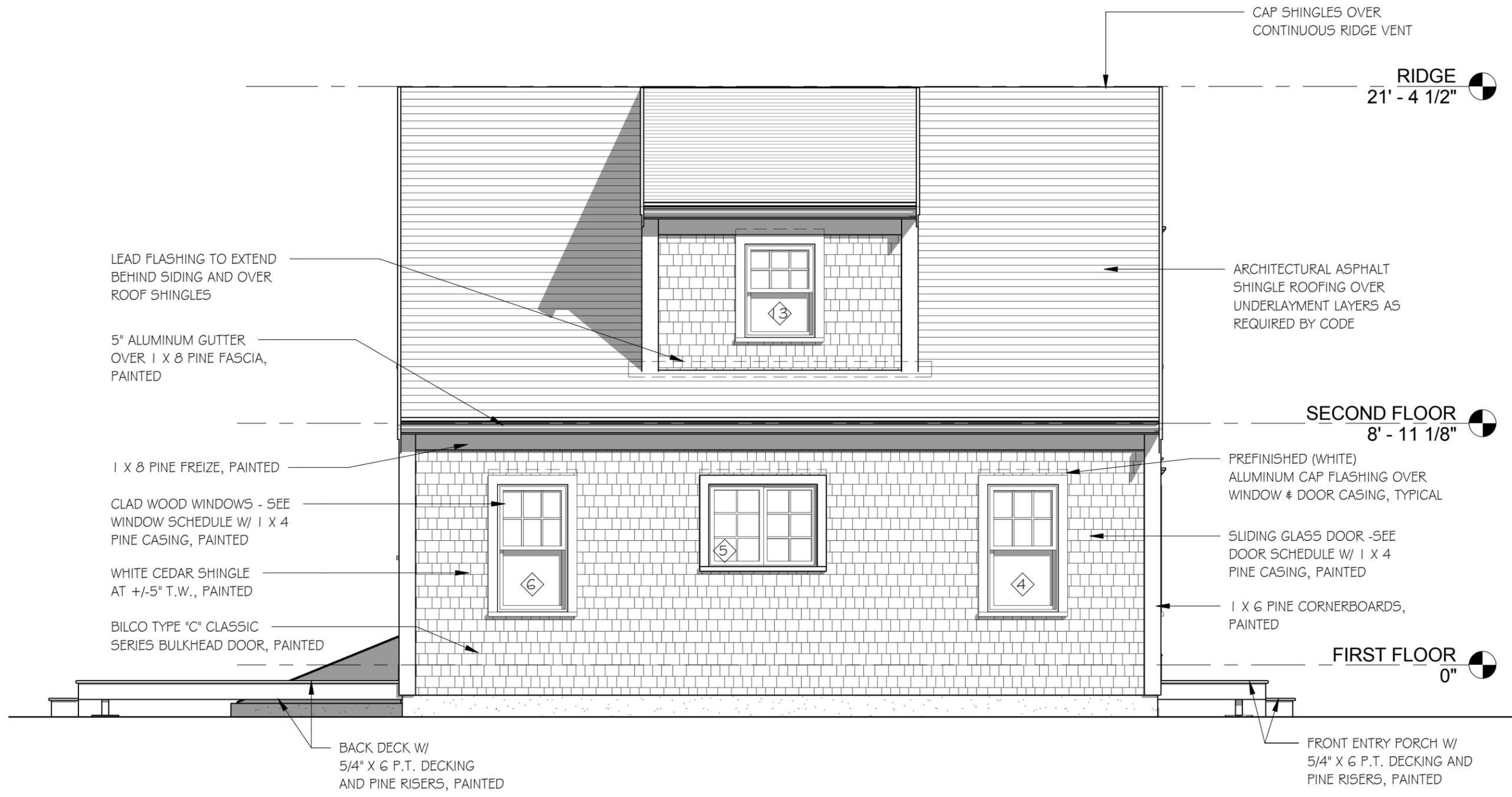
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CAP SHINGLES OVER CONTINUOUS RIDGE VENT

RIDGE
21' - 4 1/2"

LEAD FLASHING TO EXTEND BEHIND SIDING AND OVER ROOF SHINGLES

5" ALUMINUM GUTTER OVER 1 X 8 PINE FASCIA, PAINTED

1 X 8 PINE FREIZE, PAINTED

CLAD WOOD WINDOWS - SEE WINDOW SCHEDULE W/ 1 X 4 PINE CASING, PAINTED

WHITE CEDAR SHINGLE AT +/-5" T.W., PAINTED

BILCO TYPE "C" CLASSIC SERIES BULKHEAD DOOR, PAINTED

BACK DECK W/ 5/4" X 6 P.T. DECKING AND PINE RISERS, PAINTED

ARCHITECTURAL ASPHALT SHINGLE ROOFING OVER UNDERLAYMENT LAYERS AS REQUIRED BY CODE

SECOND FLOOR
8' - 11 1/8"

PREFINISHED (WHITE) ALUMINUM CAP FLASHING OVER WINDOW & DOOR CASING, TYPICAL

SLIDING GLASS DOOR -SEE DOOR SCHEDULE W/ 1 X 4 PINE CASING, PAINTED

1 X 6 PINE CORNERBOARDS, PAINTED

FIRST FLOOR
0"

FRONT ENTRY PORCH W/ 5/4" X 6 P.T. DECKING AND PINE RISERS, PAINTED

1 LEFT SIDE ELEVATION
1/4" = 1'-0"

STAMP:

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3-BR CAPE FOR
 HABITAT FOR HUMANITY OF CAPE COD

TITLE:
 LEFT SIDE ELEVATION

DATE ISSUED: 06. 18. 2018

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3-BR CAPE FOR HABITAT FOR HUMANITY OF CAPE COD

TITLE:
RIGHT SIDE ELEVATION

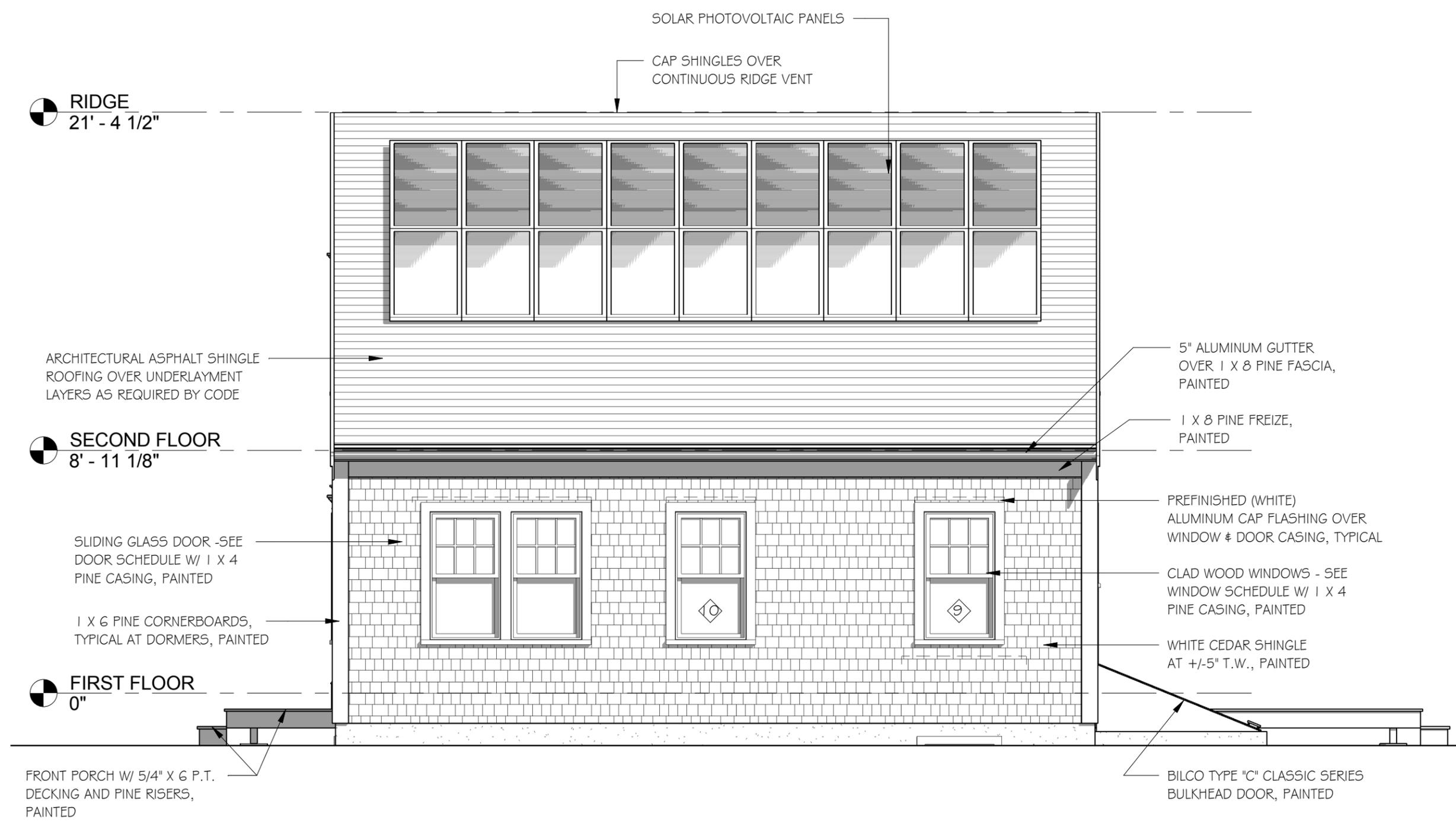
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DRAWING NO.:

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RIDGE
 21' - 4 1/2"

SECOND FLOOR
 8' - 11 1/8"

FIRST FLOOR
 0"

1 RIGHT SIDE ELEVATION
 1/4" = 1'-0"

SOLAR PHOTOVOLTAIC PANELS

CAP SHINGLES OVER CONTINUOUS RIDGE VENT

ARCHITECTURAL ASPHALT SHINGLE ROOFING OVER UNDERLAYMENT LAYERS AS REQUIRED BY CODE

SLIDING GLASS DOOR -SEE DOOR SCHEDULE W/ 1 X 4 PINE CASING, PAINTED

1 X 6 PINE CORNERBOARDS, TYPICAL AT DORMERS, PAINTED

FRONT PORCH W/ 5/4" X 6 P.T. DECKING AND PINE RISERS, PAINTED

5" ALUMINUM GUTTER OVER 1 X 8 PINE FASCIA, PAINTED

1 X 8 PINE FREIZE, PAINTED

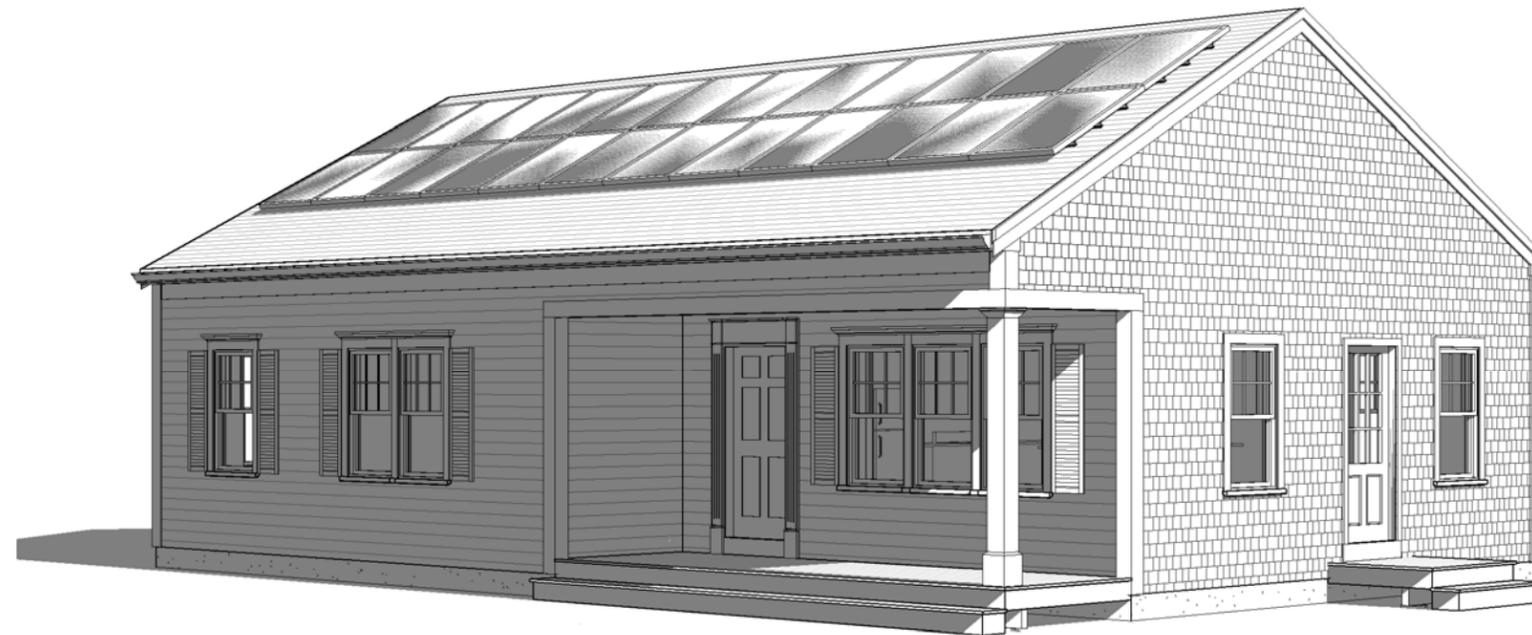
PREFINISHED (WHITE) ALUMINUM CAP FLASHING OVER WINDOW & DOOR CASING, TYPICAL

CLAD WOOD WINDOWS - SEE WINDOW SCHEDULE W/ 1 X 4 PINE CASING, PAINTED

WHITE CEDAR SHINGLE AT +/-5" T.W., PAINTED

BILCO TYPE "C" CLASSIC SERIES BULKHEAD DOOR, PAINTED

3-BR RANCH FOR
HABITAT FOR HUMANITY OF CAPE COD
SAMPLE - 401 Setucket Road, Dennis



ARCHITECTS

BROWN LINDQUIST FENUCCIO & RABER ARCHITECTS, INC.

203 WILLOW STREET SUITE A
YARMOUTHPORT, MA. 02675

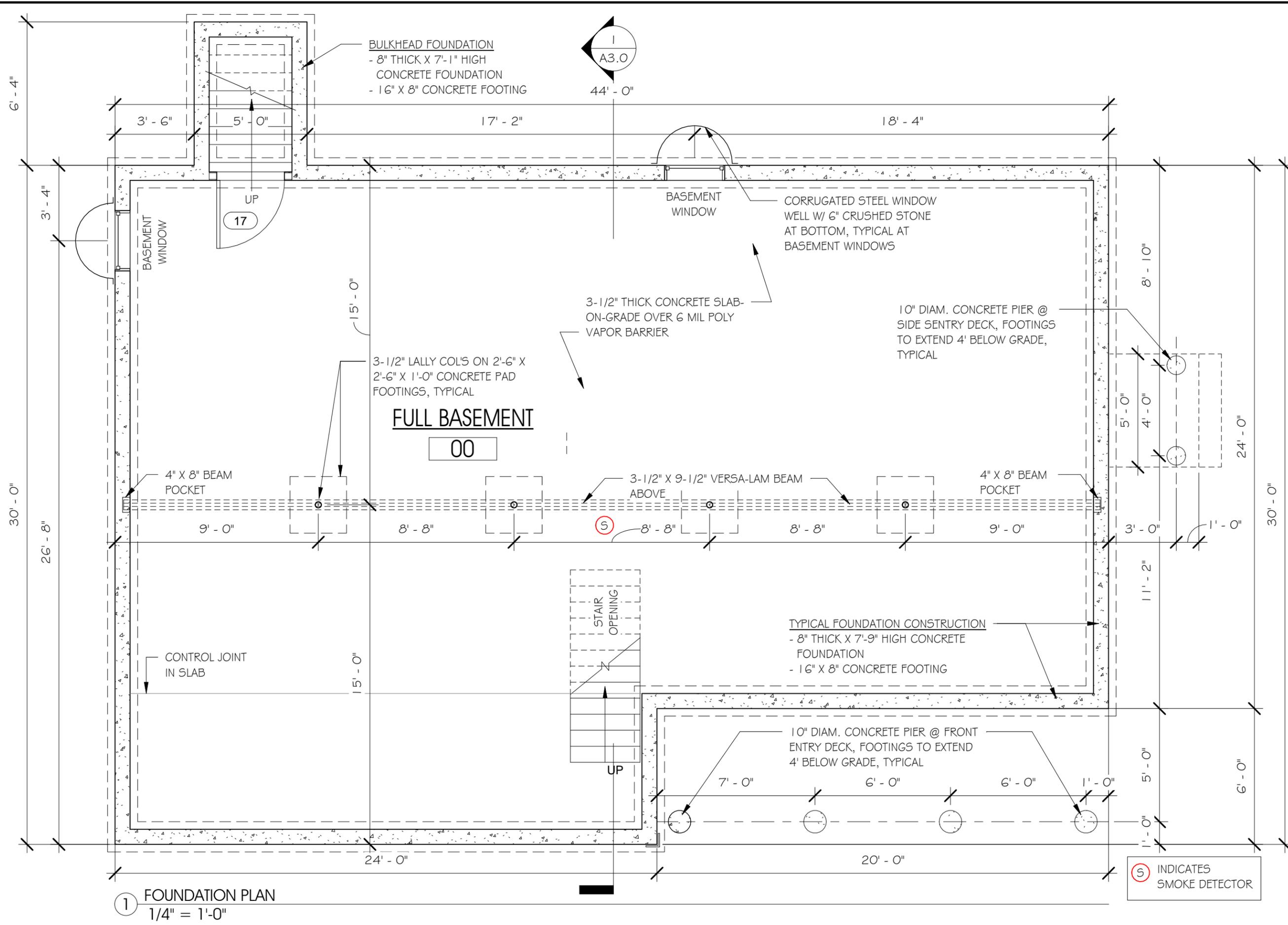
93B COURT STREET, UNIT 22
PLYMOUTH, MA. 02360

TEL. (508) 362-8382
WWW.CAPEARCHITECTS.COM

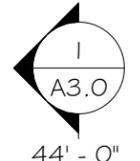
PERMIT SET

11.02.2016

11/4/2016 5:25:06 PM
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1 FOUNDATION PLAN
 1/4" = 1'-0"



STAMP:

BROWN LINDQUIST FENUCCIO & RABER ARCHITECTS, INC.
 203 WILLOW STREET, SUITE A
 YARMOUTHPORT, MA 02675
 2828
 PH 508-362-8382
 FAX 508-362-
 WWW.CAPARCHITECT.COM

3-BR RANCH FOR
 HABITAT FOR HUMANITY OF CAPE COD

TITLE:
FOUNDATION PLAN

DATE ISSUED: 11.02.2016

REVISIONS:

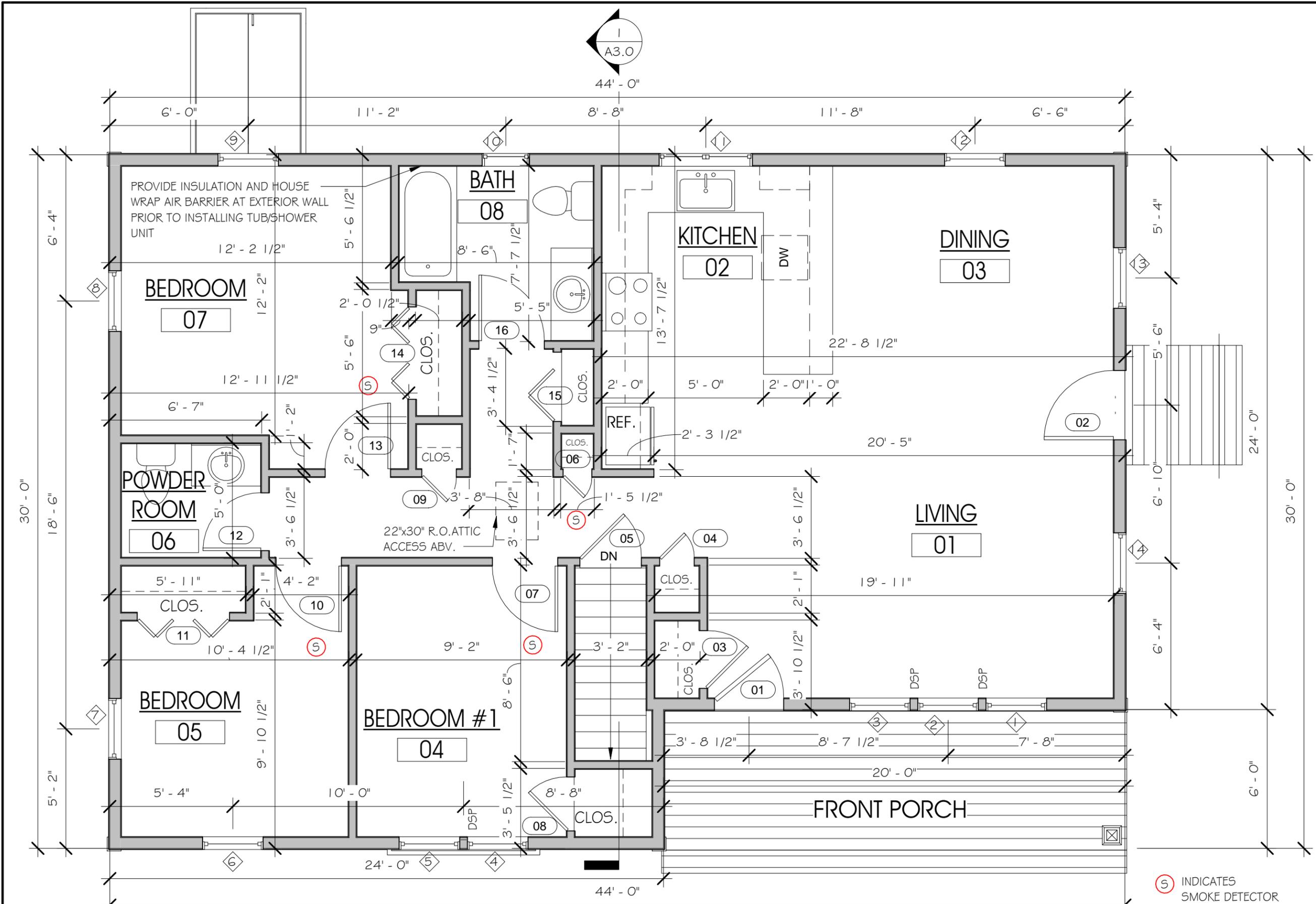
DRAWN BY:

DRAWING NO.:

A1.0

5 INDICATES SMOKE DETECTOR

11/4/2016 5:25:07 PM
 H:_Current Projects\Commercial\Habitat for Humanity of CC- 536 River Rd\Drawings_Current Dwgs_HFH 536 River Road 3BR Ranch LOT #4.rvt



1 FLOOR PLAN - 3BR RANCH
 1/4" = 1'-0"

5 INDICATES SMOKE DETECTOR

STAMP:

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 YARMOUTHPORT, MA 02675
 2828
 PH 508-362-8382
 FAX 508-362-
 WWW.CFPAARCHITECT.COM

3-BR RANCH FOR
 HABITAT FOR HUMANITY OF CAPE COD

TITLE:
FIRST FLOOR PLAN

DATE ISSUED: 11.02.2016

REVISIONS:

DRAWN BY:

DRAWING NO.:

A1.1

STAMP:

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 YARMOUTHPORT, MA 02675
 2828
 PH 508-362-8382
 FAX 508-362-2828
 WWW.CAPAARCHITECTS.COM

3-BR RANCH FOR
 HABITAT FOR HUMANITY OF CAPE COD

TITLE:
FRONT ELEVATION

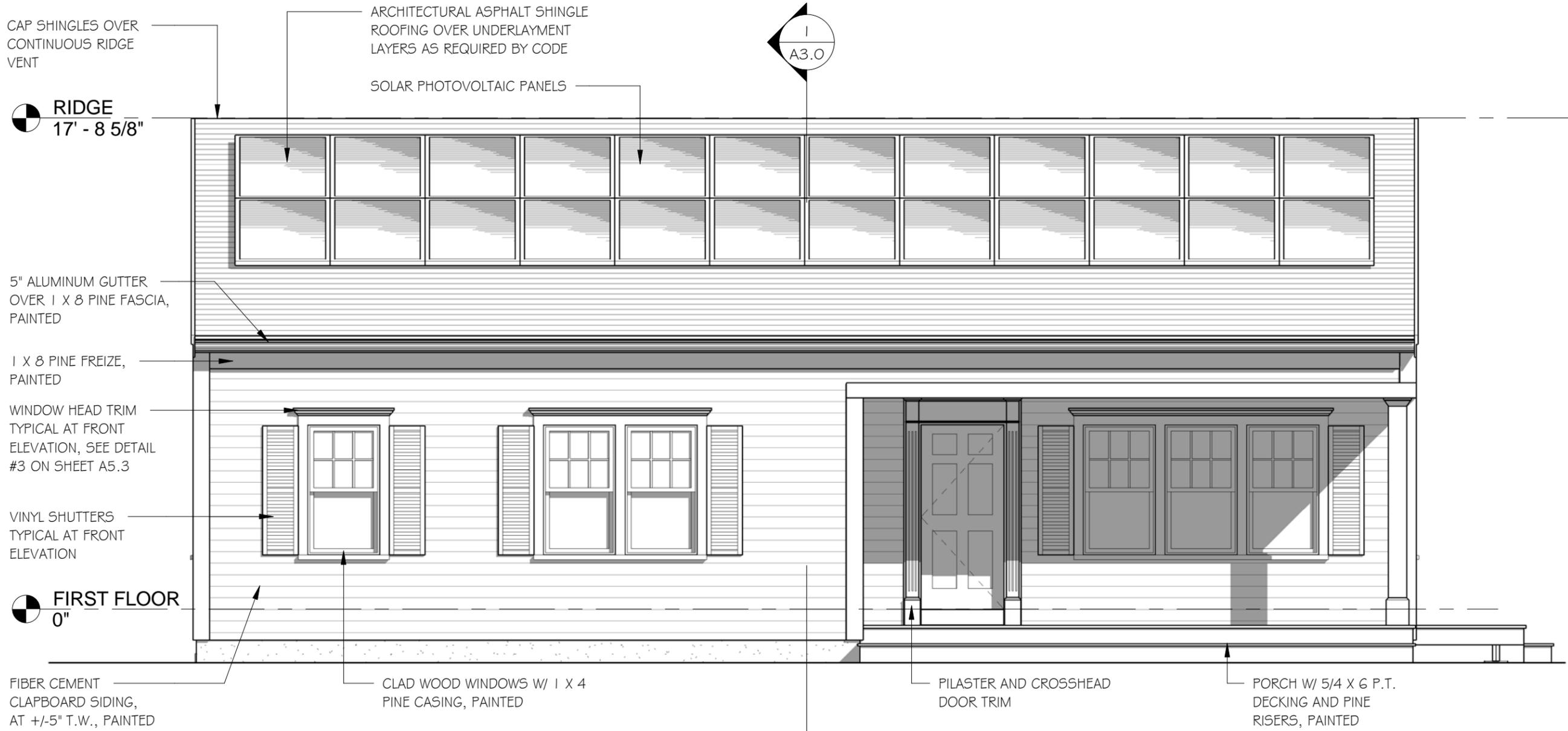
DATE ISSUED: 11.02.2016

REVISIONS:

DRAWN BY:

DRAWING NO.:

A2.1



1 FRONT ELEVATION
 1/4" = 1'-0"

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STAMP:

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YARMOUTHPORT, MA 02675
2828
PH 508-362-8382
FAX 508-362-
WWW.CAPARCHITECT.COM

3-BR RANCH FOR
HABITAT FOR HUMANITY OF CAPE COD

TITLE:

REAR
ELEVATION

DATE ISSUED: 11. 02. 2016

REVISIONS:

DRAWN BY:

DRAWING NO.:

A2.2

ARCHITECTURAL ASPHALT SHINGLE
ROOFING OVER UNDERLAYMENT
LAYERS AS REQUIRED BY CODE

CAP SHINGLES OVER
CONTINUOUS RIDGE VENT



RIDGE
17' - 8 5/8"

5" ALUMINUM GUTTER
OVER 1 X 8 PINE FASCIA,
PAINTED

1 X 8 PINE FREIZE, PAINTED

WHITE CEDAR SHINGLE
AT +/-5" T.W., PAINTED

CLAD WOOD WINDOWS
W/ 1 X 4 PINE CASING,
PAINTED

1 X 6 PINE CORNERBOARDS,
PAINTED

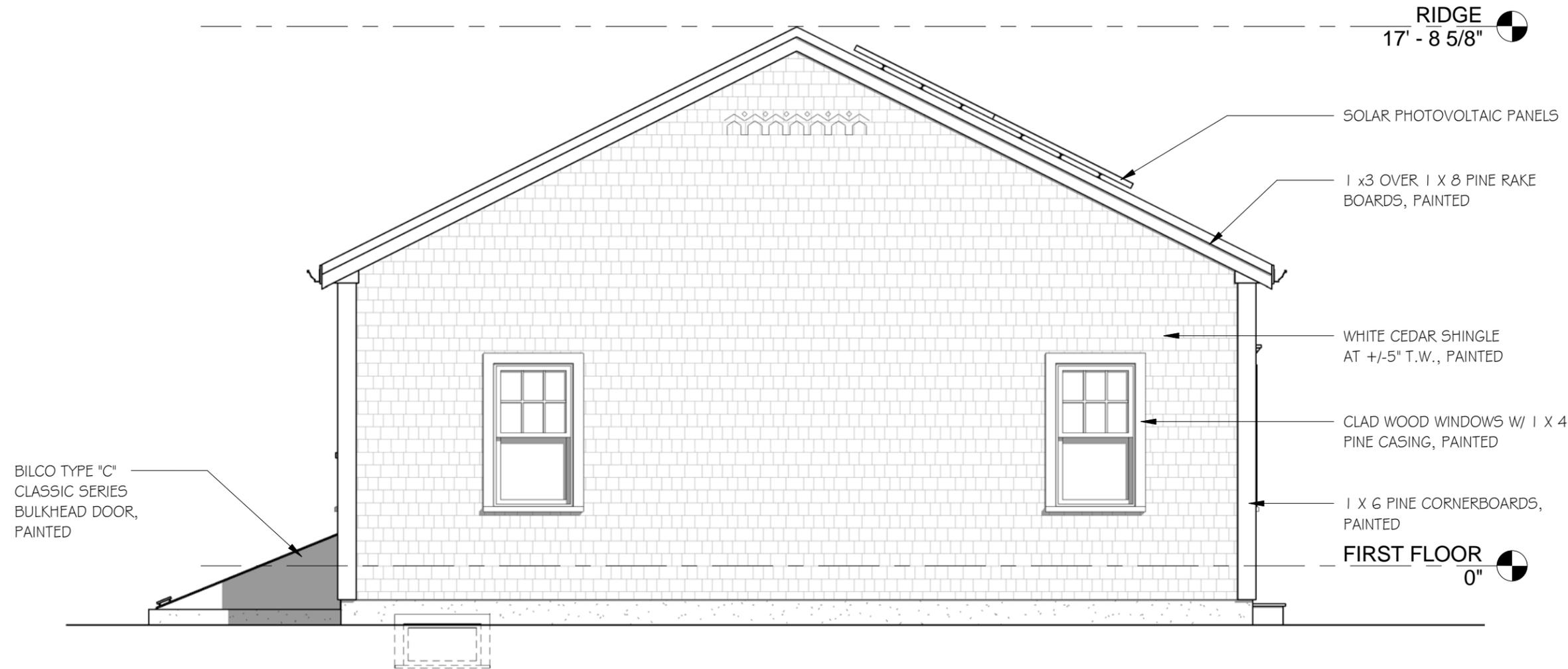
FIRST FLOOR
0"

BILCO TYPE "C"
CLASSIC SERIES
BULKHEAD DOOR,
PAINTED

1 REAR ELEVATION
1/4" = 1'-0"

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H:_Current Projects\Commercial\Habitat for Humanity of CC- 536 River Rd\Drawings_Current Dwggs_HFH 536 River Road 3BR Ranch LOT #4.rvt

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H:_Current Projects\Commercial\Habitat for Humanity of CC- 536 River Rd\Drawings\Current Dwgs_HFH 536 River Road 3BR Ranch LOT #4.rvt



① LEFT SIDE ELEVATION
1/4" = 1'-0"

STAMP:

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 YARMOUTHPORT, MA 02675
 2828
 PH 508-362-8382
 FAX 508-362-
 WWW.CFPAARCHITECTS.COM

3-BR RANCH FOR
HABITAT FOR HUMANITY OF CAPE COD

TITLE:
LEFT SIDE
ELEVATION

DATE ISSUED: 11. 02. 2016

REVISIONS:

DRAWN BY:

DRAWING NO.:

A2.3

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1 RIGHT SIDE ELEVATION
1/4" = 1'-0"

STAMP:



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2828
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FAX 508-362-
WWW.CAPARCHITECT.COM

3-BR RANCH FOR
HABITAT FOR HUMANITY OF CAPE COD

TITLE:
RIGHT SIDE
ELEVATION

DATE ISSUED: 11. 02. 2016

REVISIONS:

DRAWN BY:

DRAWING NO.:

A2.4

Attachment B: Proforma/Home Pricing Rationale

i. Project Proforma

SETUCKET ROAD, DENNIS		4 HOMES				
FUND USES	House Costs	Revised: 3/31/2022				
		BUDGET	PER UNIT	PER SF	% of TTL	
(a)	Site Acquisition	341,250	85,313	37	16%	
	Site Work/Hard Costs					
	Drainage	48,000	12,000	5	2%	
	Driveways and Parking	28,000	7,000	3	1%	
	Earthwork/Topsoil	46,200	11,550	5	2%	
	Excavate, Backfill, Septic, Waterline	92,000	23,000	10	4%	
	Lawns, Plantings and Walkways	32,000	8,000	3	2%	
	Other:	0	0	0	0%	
	Roadway	57,000	14,250	6	3%	
	Sheds	12,000	3,000	1	1%	
	Site Landscaping & Loam Shoulders	0	0	0	0%	
	Site Utilities (not extensions/road)	76,000	19,000	8	4%	
	Water/Wells	60,000	15,000	7	3%	
(b)	Subtotal Site Work	451,200	112,800	49	21%	
	Direct Construction					
	Appliances	16,000	4,000	2	1%	
	Cabinets & Vanities	34,000	8,500	4	2%	
	Carpentry/Doors & Windows	200,000	50,000	22	10%	
	Concrete	84,000	21,000	9	4%	
	Electrical	66,760	16,690	7	3%	
	Insulation	43,160	10,790	5	2%	
	Interior Finish	73,200	18,300	8	3%	
	Plumbing/HVAC	133,136	33,284	15	6%	
	Solar Install	0	0	0	0%	
c	SubTotal Direct Construction	650,256	162,564	71	31%	
d	SubTotal Site Wk & Direct Const (b + c)	1,101,456	275,364	120	52%	
	6% of d	General Requirements	66,087	16,522	7	3%
	6% of d	Builder's Profit	66,087	16,522	7	3%
	2% of d	Builder's Overhead	22,029	5,507	2	1%
e		Total Gen Req, Profit, Overhead	154,204	38,551	17	7%
f	5% of a,d,e	Construction Contingency	79,845	19,961	9	4%
g	TOTAL HARD/CONST COSTS (a+b+c+e+f)	1,676,755	419,189	183	80%	

SETUCKET ROAD, DENNIS		4 HOMES			
FUND USES	House Costs	Revised: 3/31/2022			
		BUDGET	PER UNIT	PER SF	% of TTL
Soft Costs					
	Accounting	4,000	1,000	0	0%
	Architectural	500	125	0	0%
	Bond Premium	0	0	0	0%
	Construction Interest	24,750	6,188	3	1%
	Engineering	12,900	3,225	1	1%
	Family Programs/Volunteer Services	24,584	6,146	3	1%
	Financing/Application Fees/Appraisals	500	125	0	0%
	Insurance	11,368	2,842	1	1%
	Legal	4,500	1,125	0	0%
	Maintenance (unsold units)	0	0	0	0%
3% of home \$	Marketing (Affirmative Fair Housing)	20,250	5,063	2	1%
	Permits/Surveys	2,000	500	0	0%
	Real Estate Taxes	0	0	0	0%
	Security	0	0	0	0%
	Site & Construction Supervision	74,977	18,744	8	4%
	Utilities	0	0	0	0%
	Less Discounts/Gifts in Kind	0	0	0	0%
(h)	Subtotal Soft Costs	180,329	45,082	20	9%
(i) 5% of h	Soft Cost Contingency	9,016	2,254	1	0%
(j)	TOTAL SOFT COSTS	189,346	47,336	21	9%
(k)	HARD AND SOFT COSTS	1,866,101	466,525	204	89%
(l) 12.5% of k	Developer's Fee	233,263	58,316	26	11%
TOTAL DEVELOPMENT COST		2,099,363	524,841	230	100%

FUND SOURCES		
\$675,000	Proceeds from Sale of Homes (USDA)	Note 1
\$341,250	Acquisition Funding	
\$0	Construction Funding	
\$120,000	FHLBB Grant-Anticipated	
\$475,000	Fundraising: Designated Grants & Sponsorships	
\$488,113	Habitat Developer Equity	
\$0	Solar Grants & Energy Rebates	Note 2
\$0	Other	
\$2,099,363		

Note 1:	The "Proceeds from Sale of Homes-USDA" is based on HHCC's Board approved June 2021 prices.
Note 2:	We will add a solar costs & funding sources for this project once it is identified.
Note 3:	The above Development Cost does not include donations and professional discounts, estimated at \$10K - \$20K per home.

Budget Description

To meet formatting requirements of funding partner the Federal Home Bank of Boston (FHLBB), and our subsidizing agency the MA Department of Housing and Community Development (DHCD), Habitat for Humanity of Cape Cod, Inc. proformas must include line items for contingencies and fees.

While acknowledging the need for built in contingencies to cover overages and organizational expenses related to the build, as a non-profit developer we do not fully fund these line items. For example, we do not transfer any fees such as Developer’s Fee, Builder’s Profit, or Builder’s Overhead. Our home prices are based on local AMI standards, not the cost of development.

The development portion of the pro forma consists of the following cost categories:

Cost Category	Description
Direct Costs	
Site Acquisition	Cost of land and in some instances, associated expenses such as realtor fees, conveyance fees, etc.
Site Work/Hard Costs	Site preparation and infrastructure direct costs readying the site for construction.
Direct Construction	On-site build and construction direct costs, not including labor.
Soft Costs	Labor and non-Direct Construction costs. Includes site supervisor, architecture, engineering, homebuyer marketing and processing, etc.
Contingencies and Fees	
General Requirements	Project-specific expenses (such as field offices, temporary utilities, and waste removal) that support the job rather than specific work items.
Construction Contingency	Percentage of a Site Work/Hard Costs and Direct Construction Costs, above, set aside for unpredictable changes in the scope of the work.
Soft Cost Contingency	Percentage of Soft Costs, above, set aside for unpredictable changes in the scope of the work.
Developer’s Fee	Fee to reimburse the developer for non-construction costs such as investigating the site/property, setting the design criteria or design program; cost limitations, determining the project size, use and ownership, coordinating legal review, awarding contracts, team

	coordination, construction monitoring, and obtaining project approvals.
Builder's Profit	For a for-profit builder, the allowable fee that accrues to the Builder for the value of the work performed.
Builder's Overhead	The portion of the costs incurred by the builder or general contractor to operate the business (such as office and administrative expenses), that is not attributable to any one job.

Attachment B: Proforma/Home Pricing Rationale

ii. Home Pricing Rationale

Rationale for Affordable Purchase Price

HOUSING PRICE MODEL	1 bedroom	2 bedroom	3 bedroom	4 bedroom
2020 Sales Price	\$131,750	\$150,250	\$168,250	\$182,900
Allowable 2021 Sales Price @ 40% AMI	\$132,750	\$151,000	\$169,250	\$184,000
Down payment	\$0	\$0	\$0	\$0
Mortgage	\$132,750	\$151,000	\$169,250	\$184,000
Interest rate	1.00%	1.00%	1.00%	1.00%
Amortization/Years	33	33	33	33
Monthly P&I Payments	\$394	\$448	\$502	\$546
Tax Rate	\$8.56	\$8.56	\$8.56	\$8.56
Monthly property tax	\$95	\$108	\$121	\$131
Hazard insurance	\$100	\$113	\$127	\$138
Private Mortgage Insurance (PMI)	\$0	\$0	\$0	\$0
Condo/HOA fees (if applicable)	\$60	\$60	\$60	\$60
Monthly Actual Housing Cost	\$648	\$729	\$810	\$875
Necessary Income:	\$31,103	\$34,983	\$38,863	\$41,998
Household Income:	1 bedroom	2 bedroom	3 bedroom	4 bedroom
# of Bedrooms	1	2	3	4
Sample Household size	2	3	4	5
80% Area Median Income	\$62,200	\$70,000	\$77,750	\$84,000
40% Area Median Income	\$31,100	\$35,000	\$38,875	\$42,000
Target Affordable Housing Cost (25% of income to housing cost)	\$648	\$729	\$810	\$875

ASSUMPTIONS:

Down Payment	0%
Interest Rate	1%
Amortization	33
Property Tax Rate	\$8.56
Hazard Insurance	\$9.00
PMI (Private Mtge Insurance)	0%
HOA fees, annual	\$60.00
Housing Affordabilty	25%
% of Area Median Income	40%

Attachment B: Proforma/Home Pricing Rationale

iii. Cape Cod Five Lending Letter



December 14, 2021

Wendy Cullinan, CEO & President
Habitat for Humanity of Cape Cod, Inc.
411 Main Street, Suite 6
Yarmouth Port, MA 02675

RE: Letter of Interest - Habitat LIP Proposal to DHCD - 401 Setucket Road, Dennis

Dear Ms. Cullinan:

Please accept this as a letter of interest in potentially financing the proposed four home affordable development at 401 Setucket Road utilizing the Local Initiative Program. In addition, we would be interested in acting as the Member Bank in a Habitat for Humanity of Cape Cod, Inc. application for Federal Home Loan Bank of Boston Affordable Housing Program grant funds to further support this project.

We appreciate your confidence in the Bank and have been very pleased with our existing lending relationship which has included providing construction financing for twenty Habitat developments to date. We look forward to the opportunity to expand this relationship by further reviewing a loan request for this upcoming project.

This letter of interest does not constitute a formal offer or commitment to lend. It is subject to satisfactory completion of due diligence, credit underwriting and approval as well as other terms and conditions as determined by Cape Cod Five Cents Savings Bank.

If I can be of further assistance, please contact me at (508) 247-5506 or shayes@capecodfive.com

With regards,

Shari L. Hayes
Vice President, Commercial Loan Officer
Cape Cod Five Cents Savings Bank
171 Falmouth Road
Hyannis, MA 02601

Attachment B: Proforma/Home Pricing Rationale

iv. Appraisal



APPRAISAL OF REAL PROPERTY

LOCATED AT:

401 Setucket Rd
East Dennis, MA 02641

FOR:

Habitat for Humanity of Cape Cod
411 Main Street ~ Suite 6, Yarmouth Port, MA. 02675

BY:

Kevin W. Lundy
82 Dolar Davis Rd, Centerville, MA 02632

LAND APPRAISAL REPORT

21DenSetucket401
File # 21DenSetucket401

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

CLIENT AND PROPERTY IDENTIFICATION

Property Address: 401 Setucket Rd City: East Dennis State: MA Zip Code: 02641
 Borrower: Habitat for Humanity of Cape Cod Owner of Public Record: Friends of Dennis Senior Center, Inc County: Barnstable
 Legal Description: Barnstable County Registry of Deeds: BK 4331 ~ PG 335
 Assessor's Parcel #: 263-16-0 Tax Year: 2021 R.E. Taxes: \$1288
 Neighborhood Name: Grassy Pond/Rte 134 Corridor Map Reference: 12700 Census Tract: 0114.00
 Special Assessments: 0 PUD Yes No HOA: \$0 Per Year Per Month
 Property Rights Appraised: Fee Simple Leasehold Other (describe) _____
 Assignment Type: Purchase Transaction Refinance Transaction Other (describe) _____
 Lender/Client: Habitat for Humanity of Cape Cod Address: 411 Main Street ~ Suite 6 Yarmouth Port MA. 02675

CONTRACT ANALYSIS

I did did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.
 Contract Price: \$350000 Date of Contract: 06/04/2021 Is the property seller the owner of public record? Yes No Data Sources: Public Records
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? Yes No
 If Yes, report the total dollar amount and describe the items to be paid. \$8750
 The buyers agent fee of \$8,750 will be rebated at the time of closing. A full price offer has been accepted after being listed on 04/01/2021.

NEIGHBORHOOD DESCRIPTION

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics	One-Unit Housing Trends	One-Unit Housing	Present Land Use %
Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE AGE	One-Unit <u>75</u> %
Built-Up <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply <input checked="" type="checkbox"/> Shortage <input type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$ (000) (yrs)	2-4 Unit <u>5</u> %
Growth <input type="checkbox"/> Rapid <input type="checkbox"/> Stable <input checked="" type="checkbox"/> Slow	Marketing Time <input checked="" type="checkbox"/> Under 3 mths <input type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	<u>325</u> Low <u>0</u>	Multi-Family <u>5</u> %
Neighborhood Boundaries <u>Route 6A (North); Route 6A/Mid-Cape Highway (South); Route 134 (East) and Old Bass River Rd (West).</u>		<u>750</u> High <u>150</u>	Commercial <u>5</u> %
		<u>425</u> Pred. <u>40</u>	Other Vacant <u>10</u> %

	Good	Average	Fair	Poor		Good	Average	Fair	Poor
Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Primary Education	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Police/Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employment Stability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Overall Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Neighborhood Description: Dennis is in the middle region of Cape Cod. Setucket Road is lined predominantly single family residential properties, while nearby Rte 134 (E'ly) includes a variety of mixed uses including the abutting (E'ly) Dennis Senior Center.

Market Conditions (including support for the above conclusions): _____
 Given the overall undersupply & rising demand for vacant, buildable lots, the overall appeal & marketability of the subject for residential use is good. The Federal Reserve opted to keep the 30-year fixed convention rate in the range 3%. Prices have been on the rise for most of 2021, while supply and days on market have been decreasing.

SITE DESCRIPTION

Dimensions: Varied metes & bounds Area: 2.79 Acres Sq.Ft. Shape: Irregular/Adeq. View: Residential/Wooded
 Specific Zoning Classification: R40 (Residential) Zoning Description: 40,000 sf minimum lots (0.92 ac minimum)
 Zoning Compliance: Legal Legal Nonconforming (Grandfathered Use) No Zoning Illegal (describe) _____
 Uses permitted under current zoning regulations: Single-family dwellings (Affordable Housing bylaws may allow 4 SF dwellings/12BRs total).
 Highest & best use: Residential
 Describe any improvements: None
 Do present improvements conform to zoning? Yes No No Improvements If No, explain: The subject is a 2.79 acre parcel with the 75 frontage feet on the S'ly side of Setucket Road, just west of the Dennis Senior Center @ Rte 134. The majority of the site is currently gently rolling & wooded, conducive to residential use. A electric transmission line crosses part of the site/not adverse.
 Present use of subject site: Vacant tract Current or proposed ground rent? Yes No If Yes, \$ _____
 Topography: Gently rolling/wooded Size: Adequate for residential use Drainage: Adequate
 Corner Lot: Yes No Underground Utilities: Yes No Fenced: Yes No If Yes, type: _____
 Special Flood Hazard Area: Yes No FEMA Flood Zone: X FEMA Map #: 25001C0581J FEMA Map Date: 07/16/2014

Utilities	Public Other		Provider or Description	Off-site Improvements		Type/Description	Public Other	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>In Street</u>	Street Surface	<u>Paved</u>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>In Street</u>	Street Type/Influence	<u>Public/Adequate</u>			
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>In Street</u>	Curb/Gutter	<u>Asphalt/Adequate</u>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sanitary Sewer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Septic systems would be needed</u>	Sidewalk	<u>Asphalt/Adequate</u>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<u>N/A</u>	Street Lights (type)	<u>Incandescent</u>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<u>N/A</u>	Alley	<u>None</u>		<input type="checkbox"/>	<input type="checkbox"/>

Are the utilities and off-site improvements typical for the market area? Yes No If No, describe: _____
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? Yes No If Yes, describe: _____
 Character is mostly wooded with exception to the Eversource transmission line that traverse the subject property about halfway deep into the lot. The presence of the crossing line does not appear to adversely affect marketability or hinder development potential.
 Site Comments: _____
 The subject has adequate land area, frontage, shape & topography conducive to potential development for residential use. There is approximately 75 frontage feet, while the lot depth is approximately 824 feet. The average width and (easement width) is approximately 180 feet.

LAND APPRAISAL REPORT

21DenSetucket401

File # 21DenSetucket401

There are 3 comparable sites currently offered for sale in the subject neighborhood ranging in price from \$250,000 to \$450,000
 There were 6 comparable sites sold in the past 12 months in the subject neighborhood ranging in sale price from \$250,000 to \$450,000

COMPARABLE SALES

FEATURE	SUBJECT	COMPARABLE # 1		COMPARABLE # 2		COMPARABLE # 3	
Address	401 Setucket Rd	26 Sesuit Neck Rd		434 Old Bass River Rd		15 Lindsey Ln	
City/St/Zip	East Dennis MA 02645	East Dennis MA 02645		South Dennis MA 02660		Dennis MA 02638	
Proximity to Subject		1.92 miles NW		0.50 miles SW		1.24 miles NW	
Data Sources	Inspection/TownRec	CC MLS #22003490;Assessors		CC MLS #22101304;Assessors		BK 34164 PG 17	
Verification Sources	Barnstable Reg.	Barnstable Cty Reg. Deeds		Barnstable Cty Reg. Deeds		Barnstable Cty Reg. Deeds	
Sale Price	\$ 350,000	\$ 450,000		\$ 261,500		\$ 300,000	
Price/ SF	\$ N/A	\$ N/A		\$ N/A		\$ N/A	
Date of Sale(MO/DA/YR)	06/15/2021	12/15/2020		06/08/2021		05/28/2021	
Days on Market	76	32		27		Unknown	
Financing Type	N/A	Cash		Cash		Cash	
Concessions	\$8,750 @ closing	None reported		None reported		None reported	
Location	Average	Superior -50000		Similar		Similar	
Property Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site Size ACRES	2.79 ac	3.09 ac		1.12 ac (\$50K/AC) +83500		0.92 ac (\$50K/AC) +93500	
View	Residential/Wooded	Cranberry Bogs -50000		Residential/Wooded		Residential/Wooded	
Topography	Rolling/wooded	Rolling/wooded		Level/wooded		Level/wooded	
Available Utilities	Water/Gas/Elec/TV	Water/Gas/Elec/TV		Water/Gas/Elec/TV		Water/Gas/Elec/TV	
Street Frontage	Adequate	Adequate		Adequate		Adequate	
Street Type	Public/Adequate	Public/Adequate		Public/Adequate		Public/Adequate	
Water Influence	Average	Average		Average		Average	
Fencing	None	None		None		None	
Improvements	None	None		None		None	
Net Adjustment (Total, in \$)		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 100,000		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 83,500		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 93,500	
Adjusted Sale Price of the Comparable Sales (in \$)		Net <u>-22.22%</u> Gross <u>22.22%</u> \$ 350,000		Net <u>31.93%</u> Gross <u>31.93%</u> \$ 345,000		Net <u>31.17%</u> Gross <u>31.17%</u> \$ 393,500	

The Appraiser has researched the transfer history of the subject property for the past 3 years and the listing history of the subject for the past 12 months prior to the effective date of this appraisal. The appraiser has also researched the transfer and listing history of the comparable sales for the past 12 months.

The appraiser's research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of the appraisal.

Data sources: Barnstable County Registry of Deeds

The appraiser's research did did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data sources: Barnstable County Registry of Deeds

The appraiser's research did did not reveal any prior listings of the subject property or comparable sales for the year prior to the effective date of the appraisal.

Data sources: Barnstable County Registry of Deeds

Listing/Transfer History (If more than two, use comments section or an addendum.)	Transfer/Sale (ONLY) of the Subject in past 36 months:	Listing and Transfer history of Comp 1 in past 12 months:	Listing and Transfer history of Comp 2 in past 12 months:	Listing and Transfer history of Comp 3 in past 12 months:
	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____

Subject Property Is Currently Listed For Sale? Yes No Data Source: CC MLS

Current Listing History	List Date	List Price	Days on Market	Data Source
		\$ _____		

Subject Property has been listed within the last 12 Months? Yes No Data Source: CC MLS

12 Month Listing History	List Date	List Price	Days on Market	Data Source
		\$ _____		
		\$ _____		

Comments on Prior Sales/Transfers and Current and Prior Listings:
 The subject has not sold during the past 3 years, nor has it been offered for sale during the past year. No other sales of the comps during the past 12 months except as cited. All of the comparable sales closed prior to the effective appraisal date and all prices and dates were confirmed via on-line records of the Nantucket County Registry of Deeds.

Summary of Sales Comparison Approach:

Comp 1 is located north of Rte 6A, in an area where predominant values are relatively higher warranting a downward adjustment for superior location. Comp 2, the most recent & proximate sale, was adjusted for site size (\$50,000 per acre). Comp 3 is also a recent sale, adjusted solely for inferior site utility. The subject value estimate is concluded at \$350,000, toward the mid-range of the adjusted sales, with generally equal weight placed on the selected indicators.

Reconciliation Comments:

Reliance is placed solely on the Sales Comparison Approach to Value. The Cost Approach was not employed as there are no existing improvements. The Income Approach is not applicable for the subject property type and little or no market area activity for land leases.

This appraisal is made "as is," subject to the following conditions or inspections:

Based on a complete visual inspection of the subject site and those improvements upon said site, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of market value, as defined, of the real property that is the subject of this report is:

Opinion of Market Value: \$ 350000 , as of: June 15, 2021 , which is the date of inspection and the effective date of this appraisal.

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? Yes No Unit type(s) Detached Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal name of project: _____

Total number of phases: _____ Total number of units: _____ Total number of units sold: _____

Total number of units rented: _____ Total number of units for sale: _____ Data sources: _____

Was the project created by the conversion of an existing building(s) into a PUD? Yes No If Yes, date of conversion: _____

Does the project contain any multi-dwelling units? Yes No Data source: _____

Are the units, common elements, and recreation facilities complete? Yes No If No, describe the status of completion: _____

Describe common elements and recreational facilities: _____

CERTIFICATION AND LIMITING CONDITIONS

This report form is designed to report an appraisal of a parcel of land which may have some minor improvements but is not considered to be an "improved site." All improvements are considered to be of relatively minor value impact on the overall value of the site. This report form is not designed to report on an "improved site" where significant value is derived from the improvements. This appraisal report form may be used for single family, multi-family sites and may be included within a PUD development.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions and certifications. The appraiser must, at a minimum; (1) perform a complete visual inspection of the subject site and any limited improvements, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions and conclusions in this appraisal report.

INTENDED USE: The intended use of the appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this report is the lender/client identified within the appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they consider their own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: OCC, OTS, FRS, & FDIC joint regulations published June 7, 1994)

* Adjustments to the comparables must be made for special or creative concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect the subject property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the subject property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties express or implied. The appraiser will not be responsible for any such conditions that do exist or for the engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal must not be considered as an environmental assessment of the property.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject site and any limited improvements. I have reported the information in factual and specific terms. I identified and reported the deficiencies of the subject site that could affect the utility of the site and its usefulness as a building lot(s).
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of the Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them unless indicated elsewhere within this report as there are no or very limited improvements and these approaches to value are not deemed necessary for credible result and/or reliable indicators of value for this appraisal assignment.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of the sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining multiple transactions into reported sales.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I have verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

CERTIFICATIONS AND LIMITING CONDITIONS (continued)

- 13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believed to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent.
22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations.
23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.
25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

- 1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SIGNATURES

APPRAISER

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature: [Handwritten Signature]
Name: Kevin W. Lundy
Company Name: Kevin W. Lundy & Associates
Company Address: 82 Dolar Davis Rd, Centerville MA 02632
Telephone Number: 508-790-4538
Email Address: capeappraiser@comcast.net
Date of Signature and Report: 07/01/2021
Effective Date of Appraisal: 06/15/2021
State Certification #: #2929
or State License #:
or Other (describe): State #:
State: MA
Expiration Date of Certification or License: 01/25/2022

Signature:
Name:
Company Name:
Company Address:
Telephone Number:
Email Address:
Date of Signature:
State Certification #:
or State License #:
State:
Expiration Date of Certification or License:

ADDRESS OF PROPERTY APPRAISED

SUBJECT PROPERTY

401 Setucket Rd
East Dennis MA 02645
APPRAISED VALUE OF SUBJECT PROPERTY \$: 350000

Did not inspect subject property
Did inspect exterior of subject property from as least street
Date of Inspection:

LENDER/CLIENT

COMPARABLE SALES

Name: Ms. Beth Wade, Director of Land Acquisition
Company Name: Habitat for Humanity of Cape Cod
Company Address: 411 Main Street ~ Suite 6, Yarmouth Port MA 02675
Email Address:

Did not inspect exterior of comparable sales from street
Did inspect exterior of comparable sales from street
Date of Inspection:

Photograph Addendum

File No. 21DenSetucket401
21DenSetucket401

Borrower Habitat for Humanity of Cape Cod	
Property Address 401 Setucket Rd	
City East Dennis	County Barnstable
State MA	Zip Code 02641
Lender/Client Habitat for Humanity of Cape Cod	Lender's Address 411 Main Street ~ Suite 6, Yarmouth Port, MA. 02675
Appraiser Kevin W. Lundy	Appraiser's Address 82 Dolar Davis Rd, Centerville, MA 02632



Subject Front



Subject Rear

Middle Portion ~ Easement Area



Subject Street

Setucket Road ~ E'ly to Rte 134
(subject toward right)

Photograph Addendum

File No. 21DenSetucket401
21DenSetucket401

Borrower Habitat for Humanity of Cape Cod	
Property Address 401 Setucket Rd	
City East Dennis	County Barnstable
State MA	Zip Code 02641
Lender/Client Habitat for Humanity of Cape Cod	Lender's Address 411 Main Street ~ Suite 6, Yarmouth Port, MA. 02675
Appraiser Kevin W. Lundy	Appraiser's Address 82 Dolar Davis Rd, Centerville, MA 02632



Looking south toward subject
along right



From abutting Senio Center lot
(subject toward left)



Setucket Road ~ W'ly
(subject toward left)

Borrower **Habitat for Humanity of Cape Cod**

Property Address **401 Setucket Rd**

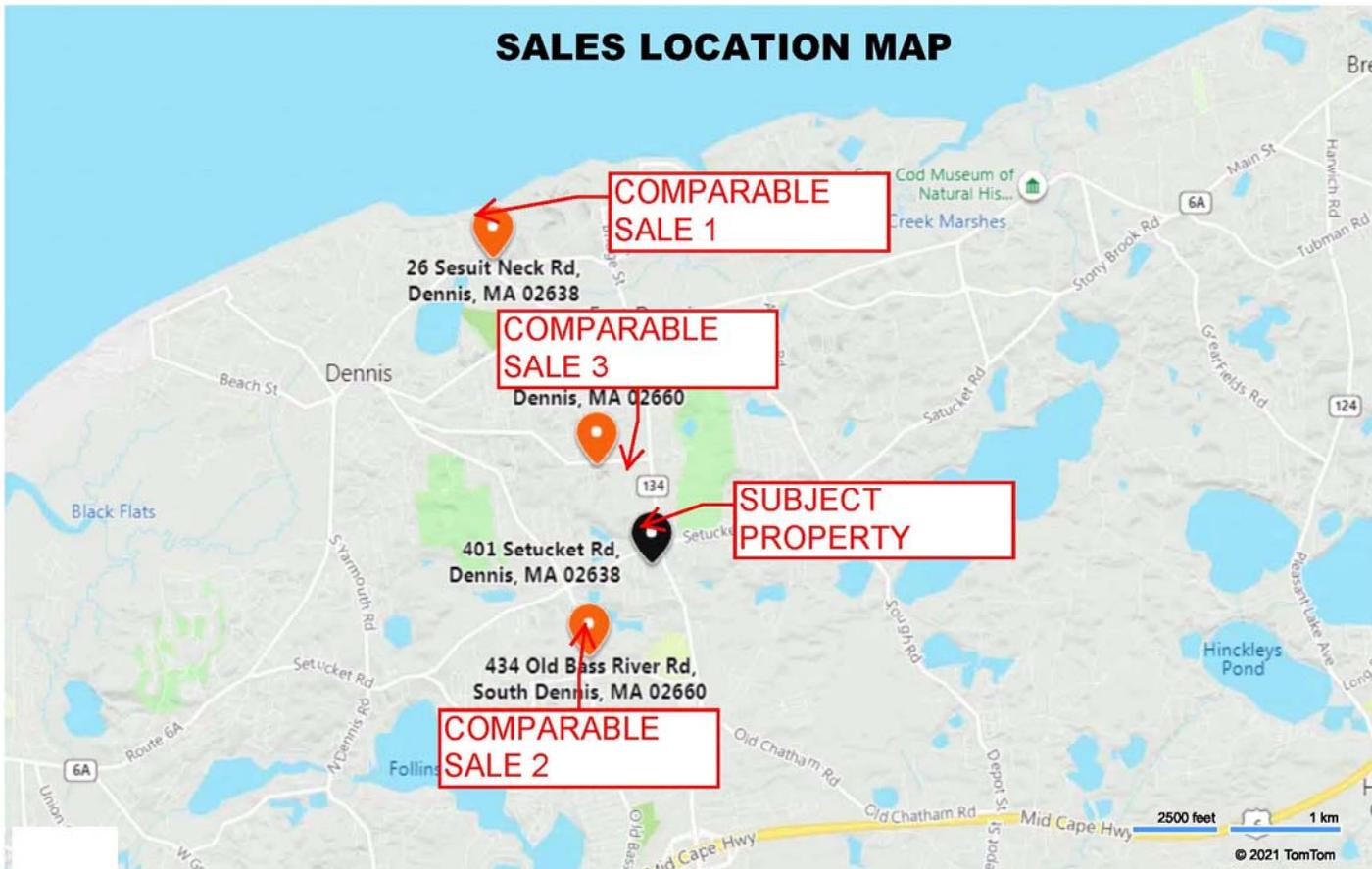
City **East Dennis**

County **Barnstable**

State **MA**

Zip Code **02641**

Lender/Client **Habitat for Humanity of Cape Cod, 411 Main Street ~ Suite 6, Yarmouth Port, MA. 02675**



Borrower Habitat for Humanity of Cape Cod

Property Address 401 Setucket Rd

City East Dennis

County Barnstable

State MA

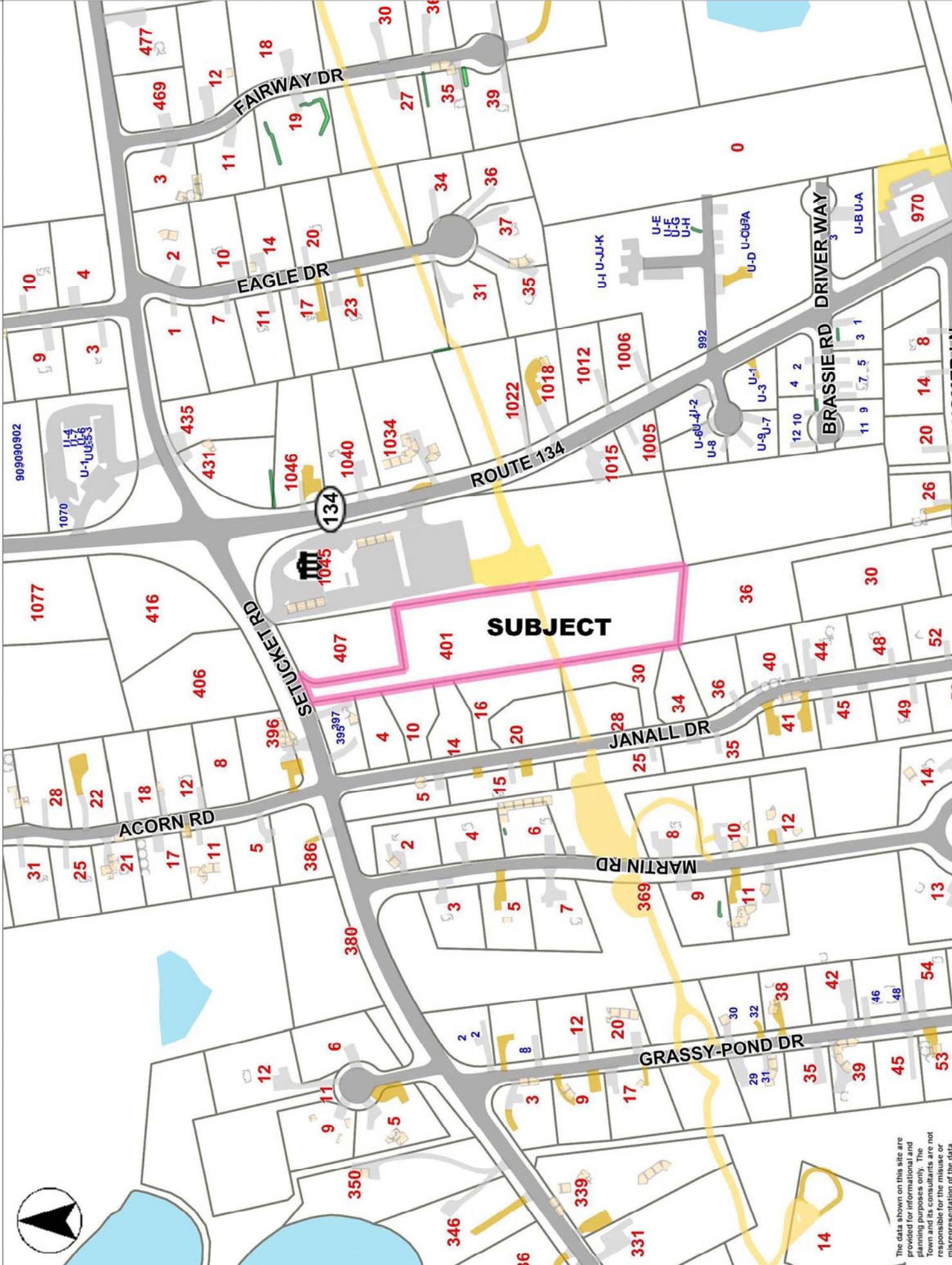
Zip Code 02641

Lender/Client Habitat for Humanity of Cape Cod, 411 Main Street ~ Suite 6, Yarmouth Port, MA. 02675

ASSESSORS PLAT/GIS MAP



- Places of Interest - Facility
- Fire Station
- Police Station
- Town Hall
- COA
- Town Hall Annex
- Public Library
- School
- Community Health C
- Ice Rink
- Beach
- Beach (Fresh Water)
- Beach (Way To Wait)
- Landmark
- Golf
- Museum
- Recreation
- Stonewall
- Retaining Wall Line
- Hedge (Line of Bushes)
- Road Unpaved
- Road Paved
- Parking Unpaved
- Parking Paved
- Driveway Unpaved
- Driveway Paved
- Parcels
- Parcels w/Aerials
- MA Highways
- Interstate
- US Highway
- Numbered Routes
- Town Boundary
- MA Buildings
- Streets
- Water Bodies



The data shown on this site are provided for informational and planning purposes only. The Town and its consultants are not responsible for the misuse or misrepresentation of the data.

Borrower Habitat for Humanity of Cape Cod

Property Address 401 Setucket Rd

City East Dennis

County Barnstable

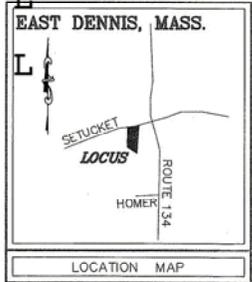
State MA

Zip Code 02641

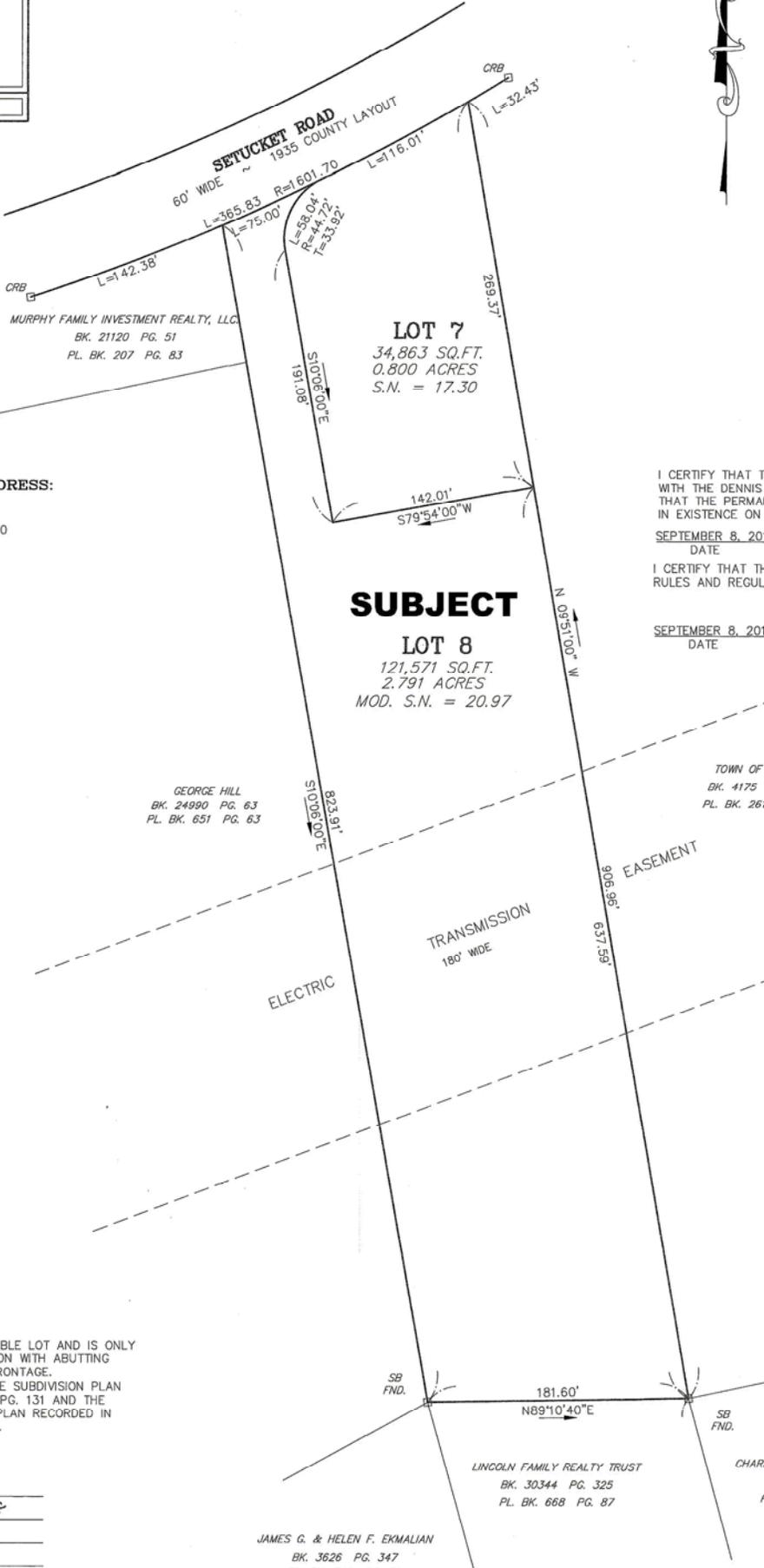
Lender/Client Habitat for Humanity of Cape Cod, 411 Main Street ~ Suite 6, Yarmouth Port, MA. 02675

BOOK 673 PAGE 85

OFFICIAL REGISTER OF DEEDS JOHN MEAD



ZONING CLASSIFICATION - RESIDENTIAL R-40
AREA = 40,000 S.F.
FRONTAGE = 50' MIN.



APPLICANT'S ADDRESS:
TOWN OF DENNIS
685 ROUTE 134
SOUTH DENNIS, MA. 02660

ASSESSORS SHEET: 263
PARCEL: 16
OWNER'S ADDRESS:
FRIENDS OF DENNIS SENIOR CITIZENS, INC.
POST OFFICE BOX 287
SOUTH DENNIS, MA. 02660
DEED REFERENCE:
BK. 4331 PG. 335
PLAN REFERENCES:
PL. BK. 202 PG. 131
PL. BK. 203 PG. 143 FR. 1
AREA:
LOTS: 156,441 S.F. 3.591 AC.

I CERTIFY THAT THIS PLAN WAS MADE IN ACCORDANCE WITH THE DENNIS PLANNING BOARD INSTRUCTIONS AND THAT THE PERMANENT POINTS SHOWN ON THE PLAT ARE IN EXISTENCE ON THE GROUND.

SEPTEMBER 8, 2017
DATE PROFESSIONAL LAND SURVEYOR

I CERTIFY THAT THIS PLAN CONFORMS TO THE 1976 RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

SEPTEMBER 8, 2017
DATE PROFESSIONAL LAND SURVEYOR

GEORGE HILL
BK. 24990 PG. 63
PL. BK. 651 PG. 63

TOWN OF DENNIS
BK. 4175 PG. 145
PL. BK. 261 PG. 63

NOTE:
1. LOT 7 IS A NON-BUILDABLE LOT AND IS ONLY TO BE USED IN CONJUNCTION WITH ABUTTING LAND HAVING ADEQUATE FRONTAGE.
2. THIS PLAN RESCINDS THE SUBDIVISION PLAN RECORDED IN PL. BK. 202 PG. 131 AND THE APPROVAL NOT REQUIRED PLAN RECORDED IN PL. BK. 203 PG. 143 FR. 1.

APPLICATION: 9/29/17
HEARING DATE: 1-8-2018
DATE APPROVED: 1-8-2018
DATE SIGNED: 1-8-2018

William
Lisa M. Farmer
Jeffrey S. Colville
Emilio B. B...

JAMES G. & HELEN F. EKMALIAN
BK. 3626 PG. 347
PL. BK. 340 PG. 51

LINCOLN FAMILY REALTY TRUST
BK. 30344 PG. 325
PL. BK. 668 PG. 87

CHARLES E. CHAMBERLAIN, JR.
BK. 2949 PG. 1
PL. BK. 327 PG. 69

RESCISSION
PLAN OF LAND IN EAST DENNIS, MASSACHUSETTS
AS PREPARED FOR
FRIENDS OF DENNIS SENIOR CITIZENS, INC.

SCALE 1" = 40' SEPTEMBER 8, 2017

0 20 40 80 120 160
SWEETSER ENGINEERING
203 SETUCKET ROAD
P.O. BOX 713
SOUTH DENNIS, MASS.



I, *Theresa T. Buice*, CLERK OF THE TOWN OF DENNIS HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE DENNIS PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO NOTICE OF APPEAL WAS RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SAID NOTICE

DENNIS PLANNING BOARD

Borrower Habitat for Humanity of Cape Cod

Property Address 401 Setucket Rd

City East Dennis

County Barnstable

State MA

Zip Code 02641

Lender/Client Habitat for Humanity of Cape Cod, 411 Main Street ~ Suite 6, Yarmouth Port, MA. 02675

FLOOD MAP

Legend
SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE) Zone A, V, A99
- With BFE or Depth Zone AE, AO, AH, VE, AR
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee. See Notes. Zone X
- Area with Flood Risk due to Levee Zone D

OTHER AREAS

- NO SCREEN Area of Minimal Flood Hazard Zone X
- Effective LOMRS
- Area of Undetermined Flood Hazard Zone D

GENERAL STRUCTURES

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES

- Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS

- Digital Data Available
- No Digital Data Available
- Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 7/1/2021 at 4:37 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, north arrow, date, time, latitude, longitude.



National Flood Hazard Layer FIRMette

70°9'52"W 41°4'33"N



Borrower Habitat for Humanity of Cape Cod	
Property Address 401 Setucket Rd	
City East Dennis	County Barnstable
State MA	Zip Code 02641
Lender/Client Habitat for Humanity of Cape Cod, 411 Main Street ~ Suite 6, Yarmouth Port, MA. 02675	



**MLS # 72807367 - Under Agreement
Land - Residential**

401 Setucket Rd List Price: **\$350,000**

Dennis, MA East Dennis, 02641

Barnstable County

Grade School:

Middle School:

High School:

Directions: Site is on the south side of Setucket Rd, just west of the intersection of Rte 134 and Setucket Rd,

Remarks

Undeveloped land adjacent to the Dennis Senior Citizens Center. It is bisected by the 180' wide, electric transmission easement running east & west down the middle of the Cape. This penhandle shaped lot is wooded with mixture of native underbrush and pitch pines. The land is mainly level with sloping areas as well. There is 75' frontage on Setucket Rd and approx. 824' of depth. Average width is about 180'.

Property Information

Total Approx. Acres: **2.79 (121,532 Sq. Ft.)**

Cultivation Acres:

Home Own Assn: **No**

No. of Approved Lots: **1**

Pasture Acres:

Assn Req:

Approx. Street Frontage: **75 Ft**

Timber Acres:

HOA Fee:

Disclosures:

Features

Beach: **No**

Cable Available: **Yes**

Documents: **Legal Description, Land Survey, Recorded Plat, Appraisal**

Electric: **At Street, Nearby**

Gas: **At Street**

Lot Improvements: **None**

Land Description: **Easements, Level, Rolling, Sloping, Wooded**

Road Type: **Public, Paved, Publicly Maint.**

Sewer Utilities: **Other (See Remarks)**

Water Utilities: **Public, At Street**

Waterfront: **No**

Water View: **No**

Zone Usage: **Single Family, Multi-Family**

Other Property Info

Adult Community: **No**

DEQE/DEP#:

Disclosure Declaration: **No**

Permit Test: **No**

Short Sale w/Lndr.App.Req: **No**

Lender Owned: **No**

Tax Information

Pin #: **263-16-0**

Assessed: **\$211,200**

Tax: **\$1,288** Tax Year: **2021**

Book: **4331** Page: **335**

Cert:

Zoning Code: **RES**

Map: **263** Block: Lot: **16**

Compensation

Sub-Agent: **Not Offered** Buyer Agent: **2.5%**

Facilitator: **0**

Compensation Based On: **Gross/Full Sale Price**

Office/Agent Information

Listing Office: **Kinlin Grover Real Estate** (508) 362-3000

Listing Agent: **Merchilidon Hagopian Team** (508) 221-0676

Team Member(s): **Jesse Hagopian** (774) 994-3741, **Lee Merchilidon** (508) 274-8000, **Dorothy Merchilidon** (508) 221-0676

Sale Office:

Sale Agent:

Listing Agreement Type: **Exclusive Right to Sell**

Entry Only: **No**

Showing: Sub-Agent: **Sub-Agency Relationship Not Offered**

Showing: Buyer-Agent: **Go Direct, Sign**

Showing: Facilitator: **Go Direct, Sign**

Special Showing Instructions:

Market Information

Listing Date: **4/1/2021**

Listing Market Time: **MLS# has been on for 85 day(s)**

Days on Market: **Property has been on the market for a total of 85 day(s)**

Office Market Time: **Office has listed this property for 85 day(s)**

Expiration Date:

Cash Paid for Upgrades:

Original Price: **\$350,000**

Seller Concessions at Closing:

Off Market Date: **6/16/2021**

Ant. Sale Date: **12/30/2022**

Offer Date: **6/16/2021** Days to Offer: **76**

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Borrower Habitat for Humanity of Cape Cod

Property Address 401 Setucket Rd

City East Dennis

County Barnstable

State MA

Zip Code 02641

Lender/Client Habitat for Humanity of Cape Cod, 411 Main Street ~ Suite 6, Yarmouth Port, MA. 02675

MASSACHUSETTS QUITCLAIM DEED BY CORPORATION (LONG FORM) 788

BOOK 4331 PAGE 335

57984

N O T
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CAPE COD BANK AND TRUST COMPANY, a banking corporation duly established under the laws of the Commonwealth of Massachusetts and having its principal place of business in Barnstable (Hyannis), Barnstable County, Massachusetts, TRUSTEE under the Will of ARTHUR CLEATUS LOHR, late of Dennis (West), Barnstable County, Massachusetts, Barnstable Probate No. 52519, by power conferred by said Trust Agreement dated October 7, 1973, and every other power, OFFICIAL OFFICIAL for consideration paid, and in full consideration of \$15,000.00 OFFICIAL COPY

grants to FRIENDS OF DENNIS SENIOR CITIZENS, INC., a Massachusetts corporation having its principal place of business at: Route 134 and Setucket Road, Dennis (East), Barnstable Massachusetts, (Mail: P.O. Box 257, S. Dennis, Ma. 02660) with quitclaim covenants

the land in Dennis (East), Barnstable County, Massachusetts, bounded and described as follows:

(Description and encumbrances, if any)

On the NORTHWEST by Setucket Road, one hundred ninety-one and 01/100 (191.01) feet;

On the SOUTHWEST by land now or formerly of the Heirs of Nathan Chapman, eight hundred twenty-three and 91/100 (823.91) feet;

On the SOUTH by land now or formerly of Hannah Crowell, one hundred eighty-one and 60/100 (181.60) feet; and

On the NORTHEAST by land now or formerly of Luther Sears, nine hundred six and 96/100 (906.96) feet.

Subject to the easements to the Cape & Vineyard Electric Company et al, recorded with Barnstable County Registry of Deeds in Book 692, Page 232, and Book 1339, Page 1186.

Containing an area of about 3.57 acres and including Lots numbers 1 through 6 and "Pine Wood Road" as shown on the Subdivision Plan made for Charles E. Chamberlain, Jr. et ux, dated June, 1966, and recorded with Barnstable County Registry of Deeds in Plan Book 203, Page 143.

For title, see Probate of Estate of Arthur Cleatus Lohr, Barnstable County Probate No. 52519. See also deed from Charles E. Chamberlain, Jr., et ux, to Arthur C. Lohr, dated July 14, 1966, and recorded in the Barnstable County Registry of Deeds in Book 1341, Page 591.

CANCELLED

Borrower Habitat for Humanity of Cape Cod
 Property Address 401 Setucket Rd
 City East Dennis County Barnstable
 State MA Zip Code 02641
 Lender/Client Habitat for Humanity of Cape Cod, 411 Main Street ~ Suite 6, Yarmouth Port, MA. 02675

N O T
 BOOK 4831 PAGE 336
 O F F I C I A L C O P Y
 N O T
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 O F F I C I A L C O P Y

In witness whereof,

the said CAPE COD BANK AND TRUST COMPANY
 has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and
 delivered in its name and behalf by STEPHEN B. LAWSON,
 its Senior Vice Pres. hereto duly authorized, this 27th
 day of NOVEMBER in the year one thousand nine hundred and eighty-four.

Signed and sealed in presence of

For corporate authority,
 see VOTE attached
 hereto.

by } CAPE COD BANK AND TRUST COMPANY.....
 Stephen B. Lawson, Senior Vice President

The Commonwealth of Massachusetts

Barnstable

ss.

NOV 27, 1984

Then personally appeared the above named Stephen B. Lawson, Senior Vice President
 and acknowledged the foregoing instrument to be the free act and deed of the CAPE COD BANK AND TRUST
 COMPANY, before me,

Christina W. Houghton
 Notary Public - Justice of the Peace
 My commission expires March 25, 1988



Borrower	Habitat for Humanity of Cape Cod
Property Address	401 Setucket Rd
City	East Dennis
County	Barnstable
State	MA
Zip Code	02641
Lender/Client	Habitat for Humanity of Cape Cod, 411 Main Street ~ Suite 6, Yarmouth Port, MA. 02675

OFFER TO PURCHASE REAL ESTATE

“THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE”

TO Friends of Dennis Senior Citizen's Inc. (“Seller”) of PO Box 287, South Dennis, MA 02660

Habitat for Humanity of Cape Cod, Inc. (“Buyer”) hereby offers to buy the property identified as follows:

401 Setucket Road, East Dennis, MA Map/Parcel 263/16 and shown as Lot 8 on a Plan entitled “Rescission Plan of Land in East Dennis, Massachusetts as prepared for Friends of Dennis Senior Citizens, Inc.” dated September 8, 2017 by Sweetser Engineering and recorded with the Barnstable Registry of Deeds in Plan Book 673 Page 85. For Title reference see Book 4331 Page 335 (the “Property” or the “Premises”).

Buyer hereby offers to buy the Property under the following terms and conditions:

- (1) Buyer will pay therefor Three Hundred and Fifty Thousand and 00/100 Dollars (\$350,000.00), of which:
 - (a) \$ 5,000.00 is paid herewith as a deposit to bind this Offer.
 - (b) \$ 12,500.00 to be paid at Purchase and Sale Agreement.
 - (c) \$ 332,500.00 is to be paid in cash, certified check or bank draft at the time of the delivery of the Deed.
- (2) This Offer is good until 4:00 P.M. on June 10, 2021 at or before which time a copy hereof shall be signed by the Seller, signifying acceptance of this Offer, and returned to Buyer forthwith; otherwise, this Offer shall be considered as rejected and any money deposited herewith shall be returned to Buyer forthwith. ,
- (3) The parties hereto shall, on or before 4:00 P.M. on July 1, 2021 execute a Purchase and Sale Agreement, which when executed, shall be the Agreement between the parties.
- (4) Contingencies: The Buyer’s obligation to accept a deed of the Premises shall be conditioned upon the following:
 - (a) Buyer receiving the approval from Habitat for Humanity of Cape Cod, Inc.’s Board of Directors’ Executive Committee, such approval to be obtained on or before June 17, 2021.
 - (b) Appraisal: This Agreement is contingent upon Property appraising at no less than the specified total purchase price. The Buyer, on or before June 17, 2021 may arrange for an appraisal of the property, by a person of Buyer’s choice and at Buyer’s sole cost and expense.
 - (c) Buyer, at its expense and to its satisfaction and upon its sole discretion, obtaining information that there are no encroachments on the Premises, that there is legal access to and from a public road, that there is no presence of hazardous waste on the Premises or in the immediate vicinity that is likely to impact the Premises; and there are no endangered species on or near the Premises in accordance with the Massachusetts Natural Heritage and Endangered Species Act, such due diligence to be completed on or before June 24, 2021.
 - (d) Buyer having obtained the award and release of funds in the amount of \$350,000 for the purchase of the Property from the Town of Dennis Municipal Affordable Housing Trust Fund, Dennis CPA fund, or another funder.
 - (e) The Premises are buildable for the intended purposes of the construction, use and occupancy of a minimum of four (4) single family affordable dwelling units containing a total of 12 bedrooms and customary appurtenances thereto under all applicable land use laws, by-laws, and regulations.
 - (f) Buyer having obtained all necessary permits and approvals including but not limited to a special permit issued by the Planning Board pursuant to section 4.9 of the Town of Dennis Zoning By-Law, or a comprehensive permit issued by the Board of Appeals pursuant to M.G.L. c. 40B §§20-23, for the development and the construction of a minimum of four (4) affordable single family dwelling units, which dwelling units are includable on the Subsidized Housing

Borrower	Habitat for Humanity of Cape Cod
Property Address	401 Setucket Rd
City	East Dennis
County	Barnstable
State	MA
Zip Code	02641
Lender/Client	Habitat for Humanity of Cape Cod, 411 Main Street ~ Suite 6, Yarmouth Port, MA. 02675

Inventory compiled by the Department of Housing and Community Development for the Town of Dennis, but not including building permits; and

- (g) the lapse of all appeal periods for all permits obtained by the Buyer with no appeals having been filed.
- (5) Buyer shall have the right, from time to time, at Buyer's sole cost, expense, risk and hazard and in all such manner as Buyer may reasonably determine, without material damage being imposed upon the Premises and remaining unrepaired, to enter upon the Premises to make, or cause to be made, engineering and development findings and assessments in respect thereto, including (without limitation) surveying, conducting percolation tests, conducting test borings in order to determine subsoil conditions of ledge, peat or other soft materials, the making of tests to determine the presence of hazardous waste, and, in general conducting other tests, analyses and studies of the Premises. Buyer intends to conduct any and all such other research and assessments as Buyer deems necessary in order to determine whether the Premises meet all regulatory and permitting requirements and whether the development and construction of four (4) affordable single-family homes under Massachusetts General Law Chapter 40B is economically and financially feasible.
- (6) A good and sufficient Deed, conveying a good, clear and marketable title of record shall be delivered within fourteen (14) days from written notice from Buyer to Seller of the satisfaction of all of the conditions set forth in paragraph 4 hereof at the office of Buyer's counsel or the Barnstable County Registry of Deeds, unless otherwise agreed upon in writing.
- (7) If Seller does not fulfill Seller's obligations under this Agreement, said Agreement shall be enforceable both at law and in equity, inclusive of specific performance.
- (8) A Broker's fee for professional services of 2.5% of the purchase price is due from the SELLER to *Kathleen Nagle, Kinlin Grover Real Estate*, the Broker herein. Buyer's agent's fee of \$8,750.00 (2.5% of the purchase price) due to Kinlin Grover Real Estate shall be rebated to Buyer at time of closing. Broker's commission shall be paid only upon full consideration of the sale, including recording of the deed.
- (9) Time is of the essence hereof.

WITNESS our hands and seals on the dates written below:

<p>BUYER: HABITAT FOR HUMANITY OF CAPE COD, INC.</p> <p>By: <u>Wendy Cullinan</u> Wendy Cullinan, Executive Director</p> <p>Date: <u>6.4.2021</u></p>	<p>SELLER: FRIENDS OF DENNIS SENIOR CITIZEN'S INC.</p> <p>By: _____</p> <p>Date: _____</p>
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Borrower Habitat for Humanity of Cape Cod	
Property Address 401 Setucket Rd	
City East Dennis	County Barnstable
State MA	Zip Code 02641
Lender/Client Habitat for Humanity of Cape Cod, 411 Main Street ~ Suite 6, Yarmouth Port, MA. 02675	



Attachment C: Habitat Background and Project Information

ATTACHMENT C - Habitat Background & Project Information

Development Team, and Board Members' Experience, and Recent Projects



Habitat for Humanity of Cape Cod partners with families in need of an affordable home to build one of their own, fostering stability, self-reliance, and a strong sense of community.

Our Homes: Habitat for Humanity of Cape Cod has built over 165 homes throughout the Cape Cod region since our founding as an affiliate of Habitat for Humanity International in 1988. Currently we have 21 open and active building permits, 2 permits pending, and the potential of 12 homes currently in predevelopment, feasibility or permitting.

Our Construction Team: Habitat relies on the skills and passion of over **600 volunteers**. On any given job site, anywhere from 130-260 different volunteers will give of their time and resources to help build the homes and ensure our success. We have volunteers with specialized skills or licenses, others with decades of experience working with their hands, and we also have volunteers who have never worked with tools before. All are welcome! We have active volunteers in their nineties and volunteers as young as six (while construction volunteers must be at least 16 years old, we have woodworking and other projects appropriate for youth groups). Some volunteers work a single 7-hour shift, others put in 700 hours over the course of a multi-home project. Volunteers come from the Cape and beyond, from all walks of life, and bring a variety of perspectives. They all share a simple passion: the desire to make a difference for working families on Cape Cod and doing so while working side by side with their neighbors.

Habitat also relies on **Bob Ryley** as our **Director of Construction**. Bob has forty plus years' experience as a general contractor and sub-contractor in wood frame, has worked throughout the Cape and Islands, and has made training and instruction a focus. Bob was a member of the Habitat Board from 2006 to 2010, and volunteered as a Crew Leader, an instructor, and on a Youth United home build. Bob is a member of the Green Building Council, Cape Cod's Climate Change Collaborative and has been a driving force behind Habitat's efforts in reaching Net Zero.

Barry Clickstein and **Bob Leary** both serve Habitat as stipend-volunteer construction **Site Supervisors**. Mr. Leary, a retired shop teacher at Falmouth high School, has been a Habitat volunteer for over twenty years, worked as a builder in an early career and is a licensed contractor. Mr. Clickstein is a talented carpenter and respected leader and got the Habitat "bug" after volunteering on his first Habitat construction site in 2007. Each of these fine gentlemen lead crews of 8-30 volunteers, supervising the work, assigning tasks to capable and loyal volunteers, and teaching tasks to novices.

Desmond McMahon has been on the Habitat staff as a **Lead Carpenter** since 2012. He had made his living in residential and commercial construction before joining Habitat's staff. While a builder in the private sector, he attained 10-year volunteer status with Habitat helping on Saturdays and participating on disaster relief trips with Habitat crews. **Mike Sullivan** joined the staff in 2017, when the affiliate's growth necessitated another Lead Carpenter to supervise and lead crews of volunteers at multiple jobs sites. Before joining Habitat, Mike spent over 35 years as a self-employed designer and builder of residential properties. All construction staff have construction supervisors' licenses.

Habitat is led by **CEO/President, Wendy Cullinan**. After an extensive open search process, Wendy was unanimously affirmed by the Board of Directors to assume the responsibility of Executive Director on January 1, 2020. As Habitat Cape Cod's Resource Development Director 2013-2019, Wendy ably managed all fundraising operations, including grant proposals, corporate relations,

marketing, and communications. She also worked closely with and grew Habitat's relationships with the faith-based community, and volunteer committees focusing on special events and ReStore development. Prior to her position at Habitat, Wendy enjoyed working as a consultant for several Cape Cod non-profits including, the National Marine Life Center, Association to Preserve Cape Cod, Woods Hole Research Center and Gosnold Treatment Center. Earlier in her career she worked in restaurant management and event planning.

Warren Brodie is Habitat's **Permitting Attorney**. Warren is the principal of Law Offices of Warren H. Brodie, P.C., a law firm with offices in Wellesley and Falmouth, MA. He has been in private practice since 1979. The firm specializes in construction law and litigation, including the representation of developers, general contractors, subcontractors, and material suppliers at all levels of the judicial process, including the Massachusetts Appeals Court and Supreme Judicial Court. Warren has been involved with Habitat since 2003 primarily involved with land acquisition and permitting, including Comprehensive Permits under Massachusetts General Laws, chapter 40B. Warren has been involved in well over 100 Habitat homes.

Elizabeth (Beth) Hardy Wade is Habitat's **Director of Land Acquisition & Project Development**. Beth has been involved in real estate and the construction industry for over 28 years. She has held Real Estate Brokers licenses in Maine and Massachusetts. She also has broad experience with Affordable Housing and the non-profit sector through her position as the Executive Director of CHAMP Homes in Hyannis, and her work with the Friends of Chatham Affordable Housing Committee and the Community Development Partnership. Beth joined Habitat in 2018.

Habitat also has a strong staff that supports the breadth and depth of programs that make up the Habitat experience. Habitat staff also includes a Family Programs Manager, a Volunteer Services Manager, a Finance Director, a Resource Development Director, a Fundraising Events Coordinator, as well as office staff, office volunteers, and key contractors (including a conveyance attorney and engineer). Resumes are available on request.

Habitat for Humanity of Cape Cod, Board of Directors 2021-2022

The Board is made up of dedicated individuals from many fields, including construction, real estate, social services, finance, and faith leadership. Their collective expertise helps guide our programs, informs our strategic direction, and assesses the effectiveness of our organization. These men and women lead us in our mission to build homes, hope, lives, and community.

OFFICERS

Wil Rhymer

Chair. Wil is the Assistant Vice President and Branch Manager of the Cape Cod Five Cents Savings Bank's Wellfleet and Provincetown locations. A native of the US Virgin Islands, Wil was a department head at the VI Department of Labor before moving to Cape Cod in 1991. Wil is an advocate for the sustainability of our community and affordable housing and has expertise and experience with a range of non-profit organizations. Wil first joined the Board of Habitat for Humanity of Cape Cod in 2010 and served as Board President from 2014-2017. He has also served as a Treasurer for the Provincetown Chamber of Commerce, Wellfleet SPAT and the Community Development Partnership. Wil has business degrees from Babson School of Financial Studies, New England College of Business and Finance, and Cheney University.

Peter Kimball

Vice-Chair. Peter is a respected and experienced home builder and remodeler based in Orleans. He is the past president of Home Builders and Remodelers Association of Cape Cod. Peter has been the organizer and a participant in 4 Habitat Blitz Builds. He is an active committee member and Board member.

John Schoenherr

Treasurer. John, now retired, had a career in high tech, managing the development of Business Intelligence applications for Oracle. In 2016, John became a construction volunteer with Habitat Cape Cod and has since become a familiar face on many sites. In 2019 he joined a team of volunteers to transition our organization to Habitat Connect, our new platform for volunteer management, and in 2020 he started helping in the area of financial reporting and analysis. John lives in Centerville.

Jaime Carey

Clerk. Jaime is the former Chief Operating Officer and Chief Merchant of Barnes & Noble, Inc., the world's largest retail bookseller. His senior leadership responsibilities included the areas of strategic planning, marketing, merchandising, e-commerce, and new store development. Jaime served for eight years on the Board of the National Book Foundation, the presenter of the National Book Awards. He is currently a member of the Advisory Committee for Habitat's ReStores here on the Cape. In addition, he was a family partner and construction volunteer on our Marston's Mills build. Jaime and his wife Rosemary live in North Falmouth near the Shining Sea Bikeway, which they both love to ride.

Josh Jalbert

Assistant Clerk. Josh has worked at Shepley Wood Products of Hyannis for 8 years and is currently in an Outside Sales position. He was born and raised on Cape Cod into a large family. He has 13 aunts and uncles most of whom still live and work on the Cape and too many cousins to name! He grew up in the home building industry and is proud to be serving Habitat and local community in which he lives. He currently resides in South Dennis and enjoys spending time on the beach or at the parks with his wife Farran and 4-year-old son Russell.

DIRECTORS**Matt Anderson**

Matt is the owner of Anderson Framing & Remodeling, a Cape Cod based residential framing contractor. Prior to operating Anderson Framing & Remodeling Matt attended Northeastern University where he graduated in 2004 with a dual concentration in Finance and Entrepreneurship. In addition to sitting on the Habitat for Humanity board Matt also currently serves as President of the Home Builders and Remodelers Association of Massachusetts, sits on the Town of Sandwich Finance Committee and is past President of the Home Builders and Remodelers Association of Cape Cod. Matt first became involved with Habitat in 2013 providing the labor to frame the 1st Blitz Build home in collaboration with HBRACC. He has since provided framing labor for all four Blitz Build houses HBRACC has built. Currently Matt resides in East Sandwich with his wife Stephanie and their two daughters Addison and Audrey.

Warren Brodie

Warren is the principal of Law Offices of Warren H. Brodie, P.C., a law firm with offices in Falmouth and Wellesley, MA. The firm specializes in construction law and litigation, including the representation of developers, general contractors, subcontractors, and material suppliers at all levels of the judicial process, including the Massachusetts Appeals Court and Supreme Judicial Court. Warren has been involved with Habitat since 2003 primarily with land acquisition and permitting, including Comprehensive Permits under Massachusetts General Laws, chapter 40B. Warren has been involved in well over 100 Habitat homes.

Michael Duffany

Mike is the owner of M. Duffany Builders, has been a builder in the town of Falmouth for over 30 years. He is active in many aspects of the Falmouth community, as a Town Meeting member, board member of Falmouth Community Television and The 300 Committee, past president of the Home Builders and Remodelers Association of Cape Cod. He is also active with organizations such as The Alliance for Community Preservation, the Boy Scouts, and is co-founder of Falmouth Youth Football, and has donated his company's time, expertise, and employees for all Blitz Builds since the first in 2013.

Rabbi David Freelund

David is the rabbi of the Cape Cod Synagogue in Hyannis where he has been for the last thirteen years. Prior to living on the Cape, he served a community in Tucson, AZ where he was introduced to

Habitat. His other interests include music, cooking, and social justice. He and his wife, Bettina, live in Centerville.

Steve Jenney

Steve is CEO and President of Oceanside, Inc. Steve has been involved in the restoration industry for over 25 years. Serving as Director of Operations at Oceanside for over 20 years and having worked previously as an Insurance Adjuster for a local adjustment firm. In 2012, Steve had the opportunity to purchase Oceanside, Inc. Steve holds a Mass. Construction Supervisors license as well as many other certifications. He was born and raised on Cape Cod and attended schools in Yarmouth. He now lives in West Barnstable with his significant other, Eileen Kennedy. He is the proud father of three daughters and two stepsons. Four of our five children have recently graduated from college and the youngest in her junior year at Seton Hall. Steve and Ellen are avid golfers and spend time between the Cape and Myrtle Beach when the weather changes. Oceanside is proud to be a supporter of many charitable organizations on the Cape including Cape Kids Meals, Community Connections, Cape Cod Military Foundation, and the Sandwich Food Pantry to name a few.

Lynn Johnson.

Lynn is a retired trainer of thorough bred & standard bred racehorses in New Jersey. She moved to the Cape after marrying her husband, Murray. They live in Harwich. Their son Ian is currently attending Mass Maritime Academy. Lynn is a member of the HHCC Faith Relations committee, is a volunteer family partner and has been a construction volunteer. Lynn has worked at the front desk, as a dental assistant and as the facilities manager at her husband's dental practice. She is currently a PSIA (Professional Ski Instructors of America) certified alpine and adaptive ski instructor at Mount Snow. Lynn is the head coach for Special Olympics at Mount Snow. She has a passion for working with adults and children with special needs. Lynn serves on the Mission Committee as the Chairperson of the Personnel Committee at the First Congregational Church in Harwich Center.

Sue Partridge

Sue is an HR professional with over 25 years of experience. She is Director of Human Resources for Convention Data Services in Bourne, MA, where she has been for 10+ years. She is also held HR leadership positions in healthcare and human services and began her career in banking and manufacturing. Sue is active with the Cape Cod Human Resources Association, currently serving as VP/Program Chair. She also serves on the SHRM MA State Council. Sue earned her BA from Bridgewater State University and holds SPHR and SHRM-SCP designations. She grew up in Norwood, MA, spent much of her adult life in the Wrentham and Plainville areas, moving to the Cape 13 years ago, when the nest emptied. Sue and her husband Brad live in West Barnstable. They are very lucky to have 2 sons, 2 daughters-in-law and a precious granddaughter who they love to spend time with. Sue also enjoys the beach, yoga, reading and all the other good things life on the Cape can offer.

Matt Pitta

Matt is the Director of Communication for the Davenport Companies and a 30-year journalist who has covered news across Cape Cod, the state, and the nation. At The Davenport Companies, he

oversees external communications and community relations for all divisions within The Davenport Companies including Davenport Realty Trust, Davenport Building Company, Thirwood Place, Cape Cod Fence Company, Red Jacket Resorts, Blue Rock Golf Course and Cape Self Storage. Pitta is also involved in various aspects of marketing for The Davenport Companies. He is the former news director of Cape Cod Broadcasting, iHeart Media and the previous Quantum Communications. Matt spent many years working with the Associated Press as a broadcast editor and reporter, covering major stories across New England. He has been recognized with three Edward R. Murrow Awards for excellence in journalism and dozens of Associated Press awards.

Cindy Roth

Cindy Roth has a BA in Business Management, specializing in Hospitality from the University of the Sacred Heart in San Juan, Puerto Rico. She has over 20 years' experience in the Hospitality Industry having worked for Hilton Hotels, InnSeason Resorts and Bluegreen Resorts, in positions such as HR EEOC Officer & Employee Relations Manager, Regional Director of Training and Resort General Manager before becoming a Real Estate professional. Cindy began working with Kinlin Grover Real Estate in 2012 and manages over 100 vacation rental properties on Cape Cod. She is also currently a member of the Cape & Islands Association of Realtors Diversity & Inclusion Committee.

Cindy, her husband Daniel and two children have made Cape Cod their home for almost 20 years and reside in Orleans.

Leslie Schneeberger

Leslie took the helm of the Siemasko + Verbridge, SV Design, Chatham office in 2015, where she heads up SV Design's practice on the Cape and Islands. A long-time Cape Cod resident and accomplished architect, Leslie has a passion for designing innovative buildings that complement their surroundings, elevate the community, and enrich their owners' daily lives. Over the past fifteen years, she has designed and administered the construction of custom homes and commercial projects throughout the Cape. Leslie earned a Master of Architecture from the University of Colorado; a BA from St. Lawrence University; and studied Interior Design at Pratt Institute. She serves on the building committees for the Monomoy regional High School and the Cape Cod Technical High School and Facilities committee for Pleasant Bay Community Boating. Leslie is passionate about community projects that make Cape Cod a more vibrant place for year-round living. She lives in Chatham with her wonderful family – husband and two girls – who give her a great incentive to make the Cape, our community, the best it can be.

Melissa Wheeler

Melissa is the co-owner of Cape Cod Cleaning Collaborative, a thriving and successful cleaning and rental management company. In 2012 Melissa partnered with Habitat for Humanity of Cape Cod to build her dream home on the end of the Yellow Brick Road in North Truro. Melissa continues to volunteer her time on construction sites, speaking at fundraising events and welcoming new homeowners to the Habitat family. Melissa is a single mother of 2 children, Ava and Dylan, and Timber the Doodle, her first and most rewarding job. Melissa employs 30 local, seasonal employees and continues to create year-round employment opportunities for her fellow Cape residents. Melissa is an artist, and passionate about giving back to the community in creative and beautiful ways.

Recent Project References

Project Name	Address	Housing Type	No. of Units	Total Dev Cost	Subsidy Program	Date Complete	Reference (Town Adm)
Scatter site Cotuit & Nauset	Sandwich	Single Family Ownership	3	\$1,115,442	DHCD 40B	Starting soon	Bud Dunham 508-888-5144
George Ryder So.	Chatham	Single Family Ownership	2	\$689,024	DHCD 40B	Infrastructure started	Jill Goldsmith 508-945-5105
Murray Lane	Harwich	Single Family Ownership	6	\$2,114,323	DHCD 40B	In progress	Joseph Powers 508-430-7513
Willett Way Barrows Road	Falmouth	Single Family Ownership	10	\$3,608,507	DHCD 40B	In progress	Julian Suso 508-495-7320
Quanset Road	Orleans	Single Family Ownership	1	\$567,371	LIP/LAU	10/2021	John Kelly 508-240-3700
Great Neck Road North	Mashpee	Single Family Ownership	2	\$606,398	DHCD 40B	10/2021	Rodney Collins 508-539-1400
Degrass Road	Mashpee	Single Family Ownership	1	\$368,255	LIP/LAU	12/2020	Rodney Collins 508-539-1400
Tubman Road	Brewster	Single Family Ownership	6 + 8 two phases	\$5,525,954	DHCD 40B	Phase 1: 8/2018 Phase 2: 12/2020	Peter Lombardi 508-896-3701
Durkee Lane	Wellfleet	Single Family Ownership	2	\$848,893	LIP/LAU	10/2020	Dan Hoort (508) 349-0300
Janall Drive	Dennis	Single Family Ownership	2	\$522,154	LIP/LAU	8/2019	Elizabeth Sullivan 508-760-6148
S. Yarmouth Road	Dennis	Single Family Ownership	1	\$289,566	LIP/LAU	7/2019	Elizabeth Sullivan 508-760-6148
River Road	Barnstable	Single Family Ownership	4	\$1,584,327	DHCD 40B	3/2019	Mark Ells 508-862-4610
143 Route 6	Truro	Single Family Ownership	3	\$1,279,919	DHCD 40B	9/2018	Rae Ann Palmer 508-214-0201
Main Street	Chatham	Single Family Ownership	4	\$859,411	DHCD 40B	8/2017	Jill Goldsmith 508-945-5105
Virginia Street	Yarmouth	Single Family Ownership	6	\$1,394,278	DHCD 40B	5/2017	Daniel Knapik 508-398-2231
Orchard & Quinaquisset	Mashpee	Single Family Ownership	2	\$593,849	DHCD 40B	5/2017	Rodney Collins 508-539-1401
Old Stage Rd	Barnstable	Single Family Ownership	2	\$437,469	DHCD 40B	8/2016	Mark Ells 508-862-4610
Rabbit Run	Eastham	Single Family Ownership	1	\$215,336	DHCD LAU	6/2016	Jacqueline Beebe 508-240-5900
Oak Street	Harwich	Single Family Ownership	7	\$1,389,121	DHCD 40B	7/2016	Christopher Clark 508-430-7513
Sesame Street	Barnstable	Single Family Ownership	2	\$486,148	DHCD 40B	7/2015	Mark Ells 508-862-4610
Glenwood	Falmouth	Duplex Ownership	2	\$306,000	DHCD 40B	1/2015	Julian Suso 508-495-7320
Bevan Way	Orleans	Single Family Ownership	6	\$1,602,740	DHCD 40B	9/2015	John Kelly 508-240-3700

Attachment D: Restrictive Documents

- i. Site Control Document: Purchase & Sale Agreement**

Kinlin Grover Real Estate

Purchase and Sale Agreement – Land

from the office of: _____

This _____ day of July 2021.

- 1. Parties** Friends of Dennis Senior Citizens' Inc., Louis Daniele, President, hereinafter called the SELLER whose mailing address P.O. Box 287, South Dennis, MA 02660 agrees to SELL and Habitat for Humanity of Cape Cod, Inc, Wendy Cullinan, Executive Director, hereinafter called the BUYER whose mailing address 411 Route 6A, Suite 6 Yarmouth Port, MA 02675 agrees to BUY, upon the terms hereinafter set forth, the following described Premises:
- 2. Description of Premises** The Premises consist of the land containing approximately 2.79 acres, more or less, described as 401 Setucket Road, East Dennis, MA 02641 and further being a portion of the real estate described in a deed recorded at the Barnstable County Registry of Deeds in Book 4331, Page 335, and shown as Lot 8 on Plan Book 673 Page 85.
- 3. Title Deed** Said Premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from liens and encumbrances, except:
- a) provisions of existing federal, state and local ordinances, by-laws, rules, regulations regulating the use of land, including building codes, zoning bylaws, health and environmental laws;
 - b) betterment assessments, if any, which are not a recorded lien on the date of this Agreement;
 - c) such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
 - d) any liens for municipal betterments assessed after the date of this Agreement;
 - e) easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said Premises as a four (4) lot affordable housing subdivision containing a total of 12 bedrooms and customary appurtenances thereto. _____;
 - f) matters that would be disclosed by a survey of the Premises; and
 - g) _____
- [insert in (g) references to any other easement, restriction, lease or encumbrance which may continue after title is transferred]*
- 4. Plans** If the deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.
- 5. Registered Title** In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said Premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.
- 6. Purchase Price** The agreed purchase price for said Premises is Three Hundred Forty-One Thousand and Two Hundred Fifty dollars,
- | | |
|---------------|--|
| \$ 341,250.00 | (Purchase Price), of which |
| \$ 5,000.00 | dollars have been paid as an initial deposit on May 25 th , 2021; |
| \$ 12,500.00 | dollars will be paid at Purchase and Sale Agreement; and |
| \$ 323,750.00 | dollars, the balance due, will be paid in cash, certified check or bank draft at the time of the delivery of the deed. |

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7. Time for Performance; Delivery of Deed

Such deed is to be delivered on or before _____ o'clock P.M. on the _____ day of _____ at the Barnstable Registry of Deeds, unless otherwise agreed upon in writing.

See Paragraph F herein for proposed date for delivery of the deed.

8. Possession and Condition of Premises

At the time for performance the Premises is conditioned upon: (a) compliance with the requirements of paragraph 3; (b) the Premises being in the same condition as they now are, reasonable use and wear thereof excepted; and (c) there being no outstanding notices of violation of any zoning, health, environmental or other law, bylaw, code or regulation, except as agreed. The BUYER shall be entitled to personally inspect said premises within forty-eight (48) hours prior to the time set for delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

9. Extension to Perfect Title or Make Premises Conform

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, in which event the time for performance hereof shall be extended automatically for a period of thirty (30) days or such other period of time as the parties may agree in writing and the SELLER shall give written notice thereof to the BUYER. Reasonable efforts should be limited to 1% of the sales price.

10. Failure to Perfect Title or Make Premises Conform

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed. or if at any time during the period of this Agreement or any extension thereof, then, at the BUYER'S option; any payments made under this Agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

11. Buyer's Election to Accept Title

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said Premises in their then condition and to pay therefor the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said Premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the Premises to their former condition, either

- a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
- b) if a holder of a mortgage on said Premises shall not permit the insurance proceeds or a part thereof to be used to restore the said Premises to their former condition or to be paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable by the holder of the said mortgage less any amounts expended by the SELLER for partial restoration.

12. Acceptance of Deed

The acceptance of a deed by the BUYER or his nominee as the case may be, shall be a full performance in discharge and release of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

13. Use of Purchase Money to Clear Title

To enable the SELLER to make conveyance as herein provided, the SELLER may, 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, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

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- 14. Adjustments** At the time for performance of this Agreement adjustments shall be made as of the date of performance for current real estate taxes. The net total of such adjustments shall be added to or deducted from the purchase price payable by the BUYER at the time for performance. If the real estate tax rate or assessment has not been established at the time for performance, apportionment of real estate taxes shall be made on the basis of the tax for the most recent tax year with either party having the right to request apportionment within twelve months of the date that the amount of the current year's tax is established. If the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
- 15. Broker Fee Acknowledgement** SELLER and BUYER acknowledge that a fee of \$8,750.00 (1/2 of 5% of \$350,000.00) for professional services is due from the SELLER to Kinlin Grover Real Estate, the Seller's Broker, at the time for performance. Additionally, a Broker's fee for professional services of \$8750.00 (2.5% of \$350,000.00) is due to ~~Kathleen Magie~~ of Kinlin Grover Real Estate, as Buyer's agent. Buyer's agent fee of \$8750.00 (2.5% of \$350,000.00) due to ~~Kathleen Magie~~ of Kinlin Grover Real Estate shall be rebated to Buyer at the time of closing by a reduction in the sales price to \$341,250.00. Broker's Commission shall be paid only upon full consideration of the sale, including recording of the deed.
- 16. Broker's Warranty** The Broker(s) named herein, Kinlin Grover Real Estate warrant(s) that it is duly licensed as such in the state in which the Premises are located.
- 17. Agency** BUYER and SELLER acknowledge and understand that the interests of the Seller are represented by: Kinlin Grover Real Estate, Yarmouthport and the interests of the Buyer are represented by Kinlin Grover Real Estate, Truro.
- 18. Deposit** All deposits made hereunder shall be held in escrow by Kinlin Grover Real Estate as escrow agent subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the parties, the escrow agent shall retain said deposits pending instructions in writing mutually given by the SELLER and the BUYER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a lawsuit solely as a result of holding escrowed funds. Should the escrow agent be made a party in violation of this paragraph, the escrow agent shall be dismissed and the party asserting a claim against the escrow agent shall pay the agent's reasonable attorneys' fees and costs. Notwithstanding the foregoing, the escrow agent, may, in its sole discretion, pay said monies into the Clerk of Court or commence an Action of Interpleader, providing each party with notice thereof, at the address recited herein, and thereupon the escrow agent shall be discharged from its obligations as recited therein, and each party to this Agreement shall thereafter hold the escrow agent harmless in such capacity. BUYER and SELLER hereto agree that the escrow agent may deduct the attorneys' fees and costs of bringing such interpleader action from the deposit monies held in escrow prior to the forwarding of same to the Clerk of such Court.
- 19. Buyer's Default; Damages** If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages. The parties agree that in the event of default by the BUYER it will be difficult to ascertain with certainty the amount of damages suffered by the SELLER. The amount of the deposit represents a reasonable estimate of the damages expected to be suffered by the SELLER as a result of the BUYER's default.
- 20. Financing** ~~In order to help finance the acquisition of said Premises, BUYER shall apply for mortgage financing in the amount of \$ _____ at prevailing rates, terms and conditions. If, despite BUYER'S diligent efforts, a commitment for such financing cannot be obtained on or before _____ 2021, BUYER may terminate this Agreement by written notice to the SELLER and/or the Broker(s), as agent(s) for the SELLER, prior to the expiration of such time, whereupon any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto~~

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shall cease and this Agreement shall be void without recourse to the parties hereto. In no event will BUYER be deemed to have used *diligent* efforts to obtain such commitment unless BUYER submits a complete mortgage loan application conforming to the foregoing provisions on or before _____ 2021 and acted promptly in providing any additional information requested by the mortgage lender.

21. VA or Insured Loans

If BUYER is seeking Veterans Administration loan benefits or a US Government Federal Housing Administration insured loan, appropriate language, as applicable, is attached as Addendum _____.

22. Liability of Trustees, Shareholder

If the SELLER or BUYER executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

23. Release by Husband or Wife

The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said Premises.

24. Buyer's Testing and Survey Acknowledgement

See Paragraph E herein.

25. Warranties and Representation Acknowledgement

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has the BUYER relied upon any warranties or representations made by the SELLER or agents not set forth or incorporated in this agreement. If any warranties or representations were relied upon by the BUYER, they are set forth here or incorporated elsewhere in this agreement.

NONE

(if none, state "none"; if any listed, indicate by whom the warranty or representation was made)

26. Time; Construction of Agreement

TIME IS OF THE ESSENCE AS TO ALL PROVISIONS OF THIS AGREEMENT.

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it. Any matter or practice which has not been addressed in this Agreement and which is the subject of a Title Standard or Practice Standard of the Real Estate Bar Association for Massachusetts *f/k/a* Massachusetts Conveyancers Association shall be governed by the Standards and Practices of the Real Estate Bar Association for Massachusetts.

27. Notice

All notices required or permitted to be given hereunder shall be in writing and delivered in hand, or sent by facsimile ("fax"), by email, or by Federal Express or other recognized overnight delivery service, or mailed postage prepaid, by registered or certified mail, addressed to BORROWER or SELLER at the address specified below or to such other address as shall be designated by written notice given to the other party. Any such notice shall be deemed given when so delivered in hand or, if sent by Federal Express or other recognized overnight delivery service, on the next business day after deposit with said delivery service, or, if so mailed, five (5) business days after deposit with the U.S. Postal Service. In the case of fax notification, the party relying on such notification shall retain and present upon request a fax confirmation sheet which shows a minimum of: the date and time of the fax, the number of pages sent, the fax number to which it was sent, some indication that the transmission was successfully sent and that such transmission was sent readable side up. In the case of email notification, Notice shall be considered sufficient so long as there is proof of transmission or the email is acknowledged as received by the recipient in writing. Simultaneously

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therewith, a copy of any Notice shall be sent by Facsimile or Email to BORROWER'S and SELLER'S Attorneys at the numbers/addresses listed below. Any party may change its address for notice by written communication delivered as aforesaid.

To Seller: Friends of Dennis Senior Citizens' Inc.
Louis Daniele, President
P.O. Box 287
South Dennis, MA 02660
Tel:
Email:

To Buyer: Habitat for Humanity of Cape Cod, Inc
Wendy Cullinan, Executive Director
411 Main Street, Suite 6
Yarmouth Port, MA 02675
Tel: 508-362-3559
Email: Wendy@habitatcapecod.org

Seller's Attorney: Cleon H. Turner, Esq.
P.O. Box 184
East Dennis, MA 02641
Tel: 508-237-4281
Email: cleonhturner@gmail.com

Buyers Attorney: Kate Mitchell, Esq.
761 Main Street
PO Box 160
West Barnstable, MA 02668
Tel. 508-362-1369
Fax. 508-362-1368
Email: kate@katemitchellattorney.com

28. Additional Provisions The initialed riders attached hereto, if any, are incorporated herein by reference.
Exhibit A - _____ Exhibit B - _____ Exhibit C - _____
Addendum A _____ Addendum B _____

- The parties acknowledge receipt of:
- MA Licensee-Consumer (Agency) Disclosure
 - Seller's Statement of Property Condition
 - Designated Agent Consent/Notification (if applicable)
 - Dual Agent Consent/Notification (if applicable)
 - Environmental Disclosures
 - National Flood Insurance Program Disclosure
 - Other - List

Sale contingent upon: _____

- A) Buyer having obtained the award and release of funds in the amount of \$341,250.00 for the purchase of the Property from the Town of Dennis Municipal Affordable Housing Trust Fund, Dennis CPA fund, or another funder, on or before 12/31/22.
- B) The premises are buildable for the intended purposes of the construction, use and occupancy of a minimum of four (4) single family affordable dwelling units containing a total of 12 bedrooms and customary appurtenances thereto under all applicable land use laws, by-laws, and regulations.

- C) Buyer having obtained all necessary permits and approvals including but not limited to a special permit issued by the Planning Board pursuant to section 4.9 of the Town of Dennis Zoning By-Law, or a comprehensive permit issued by the Board of Appeals pursuant to M.G.L.c 40B 20-23, for the development and the construction of a minimum of four (4) affordable single family dwelling units, which dwelling units are includable on the Subsidized Housing Inventory compiled by the Department of Housing and Community Development for the Town of Dennis, but not including building permits; and
- D) The lapse of all appeal periods for all permits obtained by the Buyer with no appeals having been filed.
- E) Buyer shall have the right, from time to time, at Buyer's sole cost, expense, risk and hazard and in all such manner as Buyer may reasonably determine, without material damage being imposed upon the premises and remaining unrepaired, to enter upon the premises to make, or cause to be made, engineering and development findings and assessments in respect thereto, including (without limitation) surveying, conducting percolation tests, conducting test borings in order to determine subsoil conditions of ledge, peat or other soft materials, the making of tests to determine the presence of hazardous waste, and, in general conducting other tests, analyses and studies of the premises. Buyer intends to conduct any and all such other research and assessments as Buyer deems necessary in order to determine whether the premises meet all regulatory and permitting requirements and whether the development and construction of four (4) affordable single-family homes under Massachusetts General Law Chapter 40B is economically and financially feasible.
- F) A good and sufficient Deed, conveying a good, clear and marketable title of record shall be delivered within (14) days from written notice from Buyer to Seller of the satisfaction of all of the conditions set forth in paragraphs A, B, and C hereof at the office of Buyer's counsel or the Barnstable County Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.
- G) Seller Assents: Seller hereby assents to, and joins in, all applications made by Buyer for permitting and the like whether with local, state or federal permitting authorities; and cooperates with Buyer in its assessments and investigations into the feasibility of the property's development, use and occupancy of at least four single family affordable homes containing a total of 12 bedrooms, providing the same does not cause Seller to incur additional liability or cost.
- H) By executing this Agreement, the Buyer and Seller hereby grant to their attorneys the actual authority to bind them for the sole limited purpose of allowing them to cancel, grant extensions, modify or amend this Agreement in writing, and the Buyer and Seller shall be able to rely upon the signatures of said attorneys as binding unless they have actual knowledge that the principals have disclaimed the authority granted herein to bind them. Further, for purposes of this Agreement, email transmissions and/or facsimile signatures on such written instruments shall be binding, provided however that no party shall avoid any obligation hereunder by failing to provide such original signature.
- I) The parties acknowledge and agree that this Agreement may be signed in counterparts, and for purposes of this Agreement, facsimile or electronically scanned signatures shall be construed as original, provided however that no party shall avoid any obligation hereunder by failing to provide such original signature.
- J) If this Agreement or any other provision by way of reference incorporated herein shall contain any term or provision which shall be invalid, then the remainder of the Agreement or other instrument by way of reference incorporated herein, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law.
- K) If Seller does not fulfill Seller's obligations under this agreement, said agreement shall be enforceable both at law and in equity, inclusive of specific performance.
- L) Time is of the essence hereof.

A faxed or digital signature on this document shall have the same effect as delivery of a signed original.
Buyer and Seller acknowledge the Company's advice to seek legal counsel relating to any of the terms of this Agreement and acknowledge receipt of a copy of this Agreement.

Louis Daniele PRES. 07-14-2021
SELLER: Friends of Dennis Senior Citizens, Inc. Date
Louis Daniele, President

Wendy Cullinan 7.13.21
BUYER: Habitat for Humanity Date
Wendy Cullinan, Executive Director

Attachment D: Restrictive Documents

- ii. Sample Regulatory Agreement and Deed Rider**

LOCAL INITIATIVE PROGRAM
REGULATORY AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS
FOR
OWNERSHIP PROJECT

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this ___ day of _____ 20__ by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD"), pursuant to G.L. c. 23B §1 as amended by Chapter 19 of the Acts of 2007, the City/Town of _____ ("the Municipality"), and _____, a Massachusetts corporation/limited partnership/limited liability company, having an address at _____, and its successors and assigns ("Project Sponsor").

WITNESSETH:

WHEREAS, pursuant to G.L. c. 40B, §§ 20-23 (the "Act") and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April 1989, regulations have been promulgated at 760 CMR 56.00 (the "Regulations") which establish the Local Initiative Program ("LIP");

WHEREAS, the Project Sponsor intends to construct a housing development known as _____ at a ___-acre site on _____ Street/Road in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");

WHEREAS, such Project is to consist of a total number of _____ condominium units/detached dwellings (the "Units") and _____ of the Units will be sold at prices specified in this Agreement to persons or households with incomes at or below eighty percent (80%) of the regional median household income (the "Low and Moderate Income Units");

WHEREAS, [**For comprehensive permit projects add:** upon application of the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Project Sponsor, DHCD made a determination of project eligibility pursuant to 760 CMR 56.04 and the Project Sponsor has received a comprehensive permit from the Zoning Board of Appeals of the Municipality, which permit is recorded/filed at the _____ Registry of Deeds/Registry District of the Land Court (the "Registry") in Book _____, Page _____/as Document No. _____ (the "Comprehensive Permit)] [**For Local Action Units add:** the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Project Sponsor have made application to DHCD to certify that the units in the Project are Local Action Units (as that term is defined in the *Comprehensive Permit Guidelines* (the "Guidelines")) published by DHCD with the LIP Program; and

WHEREAS, in partial consideration of the execution of this Agreement, [**for comprehensive permit projects add:** DHCD is issuing its final approval of the Project within the LIP Program

pursuant to Section 19 of this Agreement, and has given and will give technical and other assistance to the Project] [**for Local Action Units add:** DHCD has given and will give technical and other assistance to the Project];

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

1. The Project Sponsor agrees to construct the Project in accordance with plans and specifications approved by the Municipality (the “Plans and Specifications”) [**for comprehensive permit projects add:** and in accordance with all terms and conditions of the Comprehensive Permit]. In addition, all Low and Moderate Income Units to be constructed as part of the Project must be indistinguishable from other Units in the Project from the exterior (unless the Project has an approved “Alternative Development Plan” as set forth in the *Comprehensive Permit Guidelines* (the “Guidelines”)) published by DHCD, and must contain complete living facilities including but not limited to a stove, refrigerator, kitchen cabinets, plumbing fixtures, and washer/dryer hookup, all as more fully shown in the Plans and Specifications.

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

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

one bedroom units	-	700 square feet
two bedroom units	-	900 square feet
three bedroom units	-	1200 square feet
four bedroom units	-	1400 square feet

The Project must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for persons with disabilities. [**For comprehensive permit projects add:** Except to the extent that the Project is exempted from such compliance by the Comprehensive Permit,] the Project must also comply with all applicable local codes, ordinances and by-laws.

Each Low and Moderate Income Unit will be sold for no more than the price set forth in Exhibit B attached hereto and made a part hereof to an Eligible Purchaser. An Eligible Purchaser is a Family (i) whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U. S. Department of Housing and Urban Development and (ii) whose assets do not exceed the limits specified in the Guidelines. A “Family” shall mean two or more persons who will live regularly in the Low or Moderate Income Unit as their primary residence and who are related by blood, marriage, or operation of law or who

have otherwise evidenced a stable inter-dependent relationship; or an individual. The “Area” is defined as the _____ MSA/HMFA/County.

2. Upon the occurrence of one of the events described in 760 CMR 56.03(2), the Project will be included in the Subsidized Housing Inventory as that term is described in 760 CMR 56.01. Only Low and Moderate Income Units will be counted as SHI Eligible Housing as that term is described in 760 CMR 56.01 for the purposes of the Act.

3. (a) At the time of sale of each Low and Moderate Income Unit by the Project Sponsor, the Project Sponsor shall execute and shall as a condition of the sale cause the purchaser of the Low and Moderate Income Unit to execute an Affordable Housing Deed Rider in the form of Exhibit C attached hereto and made a part hereof (the “Deed Rider”). Such Deed Rider shall be attached to and made a part of the deed from the Project Sponsor to the Unit Purchaser. Each such Deed Rider shall require the Unit Purchaser at the time he desires to sell the Low and Moderate Income Unit to offer the Low and Moderate Income Unit to the Municipality and to DHCD at a discounted purchase price more particularly described therein. The Municipality and DHCD shall have the option upon terms more particularly described in the Deed Rider to either purchase the Low and Moderate Income Unit or to find an Eligible Purchaser. The Deed Rider shall require the Unit Purchaser and the Eligible Purchaser to execute at the time of resale a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low and Moderate Income Unit which will be attached and made a part of the deed from the Unit Purchaser to the Eligible Purchaser, so that the affordability of the Low and Moderate Income unit will be preserved each time that subsequent resales of the Low and Moderate Income unit occur. (The various requirements and restrictions regarding resale of a Low and Moderate Income Unit contained in the Deed Rider are hereinafter referred to as the (“Resale Restrictions”). If upon the initial resale or any subsequent resale of a Low and Moderate Income Unit, the Municipality and DHCD are unable to find an Eligible Purchaser for the Low and Moderate Income Unit, and the Municipality and DHCD each elect not to exercise its right to purchase the Low and Moderate Income Unit, then the then current owner of the Low and Moderate Income Unit shall have the right to sell the Low and Moderate Income Unit to any person, regardless of his income (an “Ineligible Purchaser”) at the Maximum Resale Price and subject to all rights and restrictions contained in the Deed Rider, and provided that the Unit is conveyed subject to a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low and Moderate Income Unit which will be attached and made part of the deed from the Unit Purchaser to the Ineligible Purchaser.

(b) For each sale of a Low and Moderate Income Unit, DHCD must approve the terms of the Eligible Purchaser’s mortgage financing as evidenced by DHCD’s issuance of the Resale Price Certificate described in the Deed Rider.

(c) The Municipality agrees that in the event that it purchases a Low and Moderate Income Unit pursuant to its right to do so contained in the Deed Rider then in effect with respect to such Low and Moderate Income Unit, that the Municipality shall within six (6) months of its acceptance of a deed of such Low and Moderate Income Unit, either (i) sell the Low and Moderate Income Unit to an Eligible Purchaser at the same price for which it purchased the Low and Moderate Income Unit plus any expenses incurred by the Municipality during its period of ownership, such expenses to be approved by DHCD, subject to a Deed Rider satisfactory in form and substance to DHCD and the recording of an Eligible Purchaser Certificate satisfactory in form

and substance to DHCD, the method for selecting such Eligible Purchaser to be approved by DHCD or (ii) rent the Low and Moderate Income Unit to a person who meets the income guidelines of the LIP Program, upon terms and conditions satisfactory to DHCD and otherwise in conformity with the requirements of the LIP Program. If the Municipality fails to sell or rent the Low and Moderate income unit as provided herein within said six (6) month period, or if at any time after the initial rental of the Low and Moderate Income Unit by the Municipality as provided herein the Low and Moderate Income Unit becomes vacant and remains vacant for more than ninety (90) days, then such Low and Moderate Income Unit shall cease to be counted as SHI Eligible Housing, and shall no longer be included in the Subsidized Housing Inventory.

(d) Each Low and Moderate Income Unit will remain SHI Eligible Housing and continue to be included in the Subsidized Housing Inventory for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Project Sponsor is in default hereunder; (2) the Project and Low and Moderate Income Unit each continue to comply with the Regulations and the Guidelines as the same may be amended from time to time; and (3) either (i) a Deed Rider binding the then current owner of the Low and Moderate Income Unit to comply with the Resale Restrictions is in full force and effect and the then current owner of the Low and Moderate Income Unit is either in compliance with the terms of the Deed Rider, or the Municipality is in the process of taking such steps as may be required by DHCD to enforce the then current owner's compliance with the terms of the Deed Rider or (ii) the Low and Moderate Income Unit is owned by the Municipality and the Municipality is in compliance with the terms and conditions of the last preceding paragraph, or (iii) the Low and Moderate Income Unit is owned by DHCD.

4. [For comprehensive permit projects where the Project Sponsor is a for-profit entity add:

(a) Effective August 7, 2007, DHCD has adopted the policies, procedures, and forms for determining limited dividend compliance set forth in the MassHousing document entitled "Preparation of Cost Certification upon Completion of Homeownership 40B Project for Which MassHousing Serves as Project Administrator: Guidance to Developers and Municipalities" (the "MassHousing Guidance"). The MassHousing Guidance shall govern the cost certifications obligations of the Project Sponsor under this Agreement.

(b) The Project Sponsor shall be a limited dividend organization as defined by 760 CMR 56.01. Project Sponsor agrees that the aggregate profit from the Project which shall be payable to Project Sponsor or to the partners, shareholders or other owners of Project Sponsor or the Project shall not exceed twenty percent (20%) of total development costs of the Project, which development costs have been approved by DHCD (the "Allowable Profit").]

(c) Within one hundred eighty (180) days after Substantial Completion of the Project (as that term is defined in the MassHousing Guidance) or, if later, within sixty (60) days of the date on which all units in the Project are sold, the Project Sponsor shall deliver to the Municipality and to DHCD an itemized statement of total development costs together with a statement of gross income from the Project received by the Project Sponsor to date in form satisfactory to DHCD (the "Certified Cost and Income Statement") prepared and certified by a certified public accountant satisfactory to DHCD. DHCD requires the prequalification of the certified public accountant hired by the Project Sponsor as more particularly set forth in Article IV (D) of the Guidelines. If all

units at the Project have not been sold within twenty-four (24) months of Substantial Completion, a sale price for the remaining unsold units shall be imputed in an amount equal to the average of the last three (3) arms-length sales of comparable units, and a final Certified Cost and Income Statement shall be required within sixty (60) days thereafter. Prior to DHCD's acceptance of the Certified Cost and Income Statement and for a period of 30 days after DHCD provides the Municipality with its determination of compliance with the limited dividend requirement, the Municipality shall have the option of having the Certified Cost and Income Statement evaluated for accuracy (e.g., absence of material errors) applying the same standards as DHCD by an independent auditor selected by the Municipality. DHCD will reasonably review any inaccuracies identified by the Municipality during this period and shall thereafter make a final determination of the Project Sponsor's compliance with the limited dividend requirement.

(d) .All profits from the Project in excess of the Allowable Profit (the "Excess Profit") shall be paid by the Project Sponsor to the Municipality. The Municipality agrees that upon the receipt by the Municipality of any Excess Profit, the Municipality shall deposit any and all such Excess Profit into an affordable housing fund, if one exists in the Municipality, and otherwise into a fund established pursuant to G.L. c.44 §53A to be used by the Municipality for the purpose of reducing the cost of Low and Moderate Income Units to Eligible purchasers upon resale or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for persons and families of low and moderate income elsewhere in the Municipality. The expenditure of funds from the Affordable Housing Fund shall be reported on an annual basis to DHCD. For so long as the Project Sponsor complies with the requirements of this Section 4, the Project Sponsor shall be deemed to be a limited dividend organization within the meaning of the Act.]

[For comprehensive permit projects where the Project Sponsor is a non-profit entity add: Within one hundred eighty (180) days after Substantial Completion of the Project or, if later, within sixty (60) days of the date on which all the units in the Project are sold, the Project Sponsor shall complete and deliver to the Municipality and to DHCD the section of the Local Initiative Program Application for Comprehensive Permit Projects entitled "Project Feasibility – Ownership Projects" (ownership pro forma, profit analysis, and cost analysis), documenting the actual development costs of and income from the Project, prepared and signed by the Chief Financial Officer of the Project Sponsor. Substantial Completion shall be deemed to have occurred when construction of the Project is sufficiently complete so that the Unit may be occupied and amenities may be used for their intended purpose, except for designated punch list items and seasonal work which does not interfere with the residential use of the Low and Moderate Income Units.]

5. (a) Prior to marketing or otherwise making available for sale any of the Units, the Project Sponsor must obtain DHCD's approval of a marketing plan (the "Marketing Plan") for the Low and Moderate Income Units. Such Marketing Plan must describe the buyer selection process for the Low and Moderate Income Units and must set forth a plan for affirmative fair marketing of Low and Moderate Income Units and effective outreach to protected groups underrepresented in the municipality, including provisions for a lottery, consistent with the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the

Marketing Plan may also include a preference for local residents for up to seventy percent (70%) of the Low and Moderate Income Units, subject to all provisions of the Regulations and Guidelines, provided that any local preference shall apply only to the initial unit sales by the Project Sponsor. When submitted to DHCD for approval, the Marketing Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the buyer selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and DHCD directives reflecting the agreement between DHCD and the U.S. Department of Housing and Urban Development in the case of *NAACP, Boston Chapter v. Kemp*. **If the Project is located in the Boston-Cambridge-Quincy, MA-NH MSA, the Project Sponsor must list all Low and Moderate Income Units with the Boston Fair Housing Commission's MetroList (Metropolitan Housing Opportunity Clearing Center); other requirements for listing of units are specified in the Guidelines.** All costs of carrying out the Marketing Plan shall be paid by the Project Sponsor.

(b) The Project Sponsor may use in-house staff to draft and/or implement the Marketing Plan, provided that such staff meets the qualifications described in the Guidelines. The Project Sponsor may contract for such services provided that any such contractor must be experienced and qualified under the standards set forth in the Guidelines. A failure to comply with the Marketing Plan by the Project Sponsor or by the Municipality shall be deemed to be a default of this Agreement. The Project Sponsor agrees to maintain for at least five years following the sale of the last Low and Moderate Income Unit, a record of all newspaper ads, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by DHCD which may be inspected at any time by DHCD. All Marketing Documentation must be approved by DHCD prior to its use by the Project Sponsor or the Municipality. The Project Sponsor and the Municipality agree that if at any time prior to or during the process of marketing the Low and Moderate Income Units, DHCD determines that the Project Sponsor, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Project Sponsor or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by DHCD.

6. Neither the Project Sponsor nor the Municipality shall discriminate on the basis of race, religion, color, sex, sexual orientation, familial status, age, disability, marital status, national origin, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of buyers for the Units; and the Project Sponsor shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

7. (a) The Project Sponsor agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders. DHCD and the Chief Executive Officer of the municipality shall have access during normal business hours to all books and records of the Project Sponsor and the Project in order to monitor the Project Sponsor's compliance with the terms of this Agreement.

(b) Throughout the term of this Agreement, the Chief Executive Officer shall annually certify in writing to DHCD that each of the Low and Moderate Income Units continues to be occupied by a person who was an Eligible Purchaser at the time of purchase; that any Low and Moderate Income Units which have been resold during the year have been resold in compliance with all of the terms and provisions of the Deed Rider then in effect with respect to each such Low and Moderate Income Unit, and in compliance with the Regulations and Guidelines and this Agreement; and that the Project and the Low and Moderate Income Units have otherwise been maintained in a manner consistent with the Regulations and Guidelines, this Agreement, and the Deed Rider then in effect with respect to each Low and Moderate Income Unit.

8. Upon execution, the Project Sponsor shall immediately cause this Agreement and any amendments hereto to be recorded/filed with the Registry, and the Project Sponsor shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Project Sponsor shall immediately transmit to DHCD and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

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

(a) The Project Sponsor (i) is a _____, duly organized under the laws of the Commonwealth of Massachusetts, and is qualified to transact business under the laws of this State, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

(b) The execution and performance of this Agreement by the Project Sponsor (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Project Sponsor is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Project Sponsor will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Project the terms of which are approved by DHCD, or other permitted encumbrances, including mortgages referred in paragraph 10, below).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Project Sponsor, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially or adversely affect its financial condition.

10. (a) Except for sales of Low and Moderate Income Units to Eligible Purchasers and sales of other Units to unit owners in the ordinary course of business as permitted by the terms of this Agreement, the Project Sponsor will not sell, transfer, lease, or exchange the Project or any

portion thereof or interest therein (collectively, a “Sale”) or (except as permitted under Section (d) below) mortgage the Property without the prior written consent of DHCD and the Municipality.

(b) A request for consent to a Sale shall include:

- A signed agreement stating that the transferee will assume in full the Project Sponsor’s obligations and duties under this Agreement, together with a certification by the attorney or title company that it will be held in escrow and, in the case of any transfer other than a transfer of Beneficial Interests, recorded in the Registry of Deeds with the deed and/or other recorded documents effecting the Sale;
- The name of the proposed transferee and any other entity controlled by or controlling or under common control with the transferee, and names of any affordable housing developments in the Commonwealth owned by such entities;
- A certification from the Municipality that the Project is in compliance with the affordability requirements of this Agreement.

(c) Consent to the proposed Sale shall be deemed to be given unless DHCD or the Municipality notifies the Project Sponsor within thirty (days) after receipt of the request that either

- The package requesting consent is incomplete, or
- The proposed transferee (or any entity controlled by or controlling or under common control with the proposed transferee) has a documented history of serious or repeated failures to abide by agreements of affordable housing funding or regulatory agencies of the Commonwealth or the federal government or is currently in violation of any agreements with such agencies beyond the time permitted to cure the violation, or
- The Project is not being operated in compliance with the affordability requirements of this Agreement at the time of the proposed Sale.

(d) The Project Sponsor shall provide DHCD and the Municipality with thirty (30) day’s prior written notice of the following:

- (i) any change, substitution or withdrawal of any general partner, manager, or agent of the Project Sponsor; or
- (ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in the Project Sponsor (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement).

- (iii) the sale, mortgage, conveyance, transfer, ground lease, or exchange of the Project Sponsor's interest in the Project or any party of the Project.

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation.

Notwithstanding the above, DHCD's consent under this Section 10 shall not be required with respect to the grant by the Project Sponsor of any mortgage or other security interest in or with respect to the Project to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender made at no greater than the prevailing rate of interest or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by foreclosure or by taking title to the Project by deed in lieu of foreclosure), subject, however to the provisions of Section 14 hereof.

The Project Sponsor hereby agrees that it shall provide copies of any and all written notices received by the Project Sponsor from a mortgagee exercising or threatening to exercise its foreclosure rights under the mortgage.

11. Until such time as decisions regarding repair of damage due to fire or other casualty, or restoration after taking by eminent domain, shall be made by a condominium association or trust not controlled by the Project Sponsor, (or if the Project consists of detached dwellings, by homebuyers) Project Sponsor agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Project Sponsor will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this Agreement, subject to the approval of the Project's lenders, which lenders have been approved by DHCD and the Municipality.

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

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

DHCD: Department of Housing and Community Development
Attention: Local Initiative Program Director
100 Cambridge St., Suite 300
Boston, MA 02114

Municipality:

Project Sponsor:

14. (a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c.184, § 26, 31, 32 and 33. This Agreement shall bind, and the benefits shall inure to, respectively, the Project Sponsor and its successors and assigns, and DHCD and its successors and assigns and the Municipality and its successors and assigns. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement shall be perpetual, provided however, that this Agreement shall terminate if (a) at any time hereafter there is no Low and Moderate Income Unit at the Project which is then subject to a Deed Rider containing the Resale Restrictions, and there is no Low and Moderate Income Unit at the Project which is owned by the Municipality or DHCD as provided in Section 4 hereof, **[For comprehensive permit projects add: or (b) if a Comprehensive Permit is not granted to the Project Sponsor for the Project by either the Municipality's Board of Appeals (as that term is defined in the Regulations) or by the Housing Appeals Committee (as that term is used in the Act) within a period of eighteen months from the date of execution of this Agreement, or (c) if at any time the Comprehensive Permit is revoked and all applicable appeal periods with respect to such revocation have expired]**. The rights and restrictions contained in this Agreement shall not lapse if the Project is acquired through foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue to run with and bind the Project.

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

(c) The Resale Restrictions contained in each of the Deed Riders which are to encumber each of the Low and Moderate Income Units at the Project pursuant to the requirements

of this Agreement shall also constitute an affordable housing restriction as that term is defined in G.L. c. 184, §31 and as that term is used in G.L. c. 184, §§26, 31, 32, and 33. Such Resale Restrictions shall be for the benefit of both DHCD and the Municipality and both DHCD and the Municipality shall be deemed to be the holder of the affordable housing restriction created by the Resale Restrictions in each of the Deed Riders. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. To the extent that the Municipality is the holder of the Resale Restrictions to be contained in each of the Deed Riders, the Director of DHCD by the execution of this Agreement hereby approves such Resale Restrictions in each of the Deed Riders for the Low and Moderate Income Units of the Project as required by the provisions of G.L. c. 184, §32.

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

16. (a) The Project Sponsor and the Municipality each covenant and agree to give DHCD written notice of any default, violation or breach of the obligations of the Project Sponsor or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If DHCD becomes aware of a default, violation, or breach of obligations of the Project Sponsor or the Municipality hereunder without receiving a Default Notice from Project Sponsor or the Municipality, DHCD shall give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "DHCD Default Notice"). If any such default, violation, or breach is not cured to the satisfaction of DHCD within thirty (30) days after the giving of the Default notice by the Project Sponsor or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the DHCD Default Notice, then at DHCD's option, and without further notice, DHCD may terminate this Agreement, or DHCD may apply to any state or federal court for specific performance of this Agreement, or DHCD may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement.

(b) If DHCD elects to terminate this Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this Section 16(a), then the Low and Moderate Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed SHI Eligible Housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory. The foregoing sentence shall not apply to Low and Moderate Income Units that have been conveyed in compliance and remain in compliance with Section 3 of this Agreement.

17. The Project Sponsor represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed the Consent and Subordination of Mortgage to Regulatory Agreement attached hereto and made a part hereof.

18. DHCD may delegate to the Municipality any of its oversight and enforcement responsibilities under this Agreement, with the agreement of the Municipality, by providing written notice of such delegation to the Project Sponsor and the Municipality.

[For comprehensive permit projects add:

19. (a) When executed by DHCD, this Agreement shall constitute Final Approval of the Project as described in 760 CMR 56.04(7). DHCD hereby reaffirms and incorporates by reference in this Agreement each of the findings with respect to project eligibility required by 760 CMR 56.04(1) made in the Site Eligibility Letter for the Project dated _____.] **[If the Project Sponsor is a for-profit entity add:** The Project Sponsor hereby explicitly acknowledges its obligation to comply with the cost examination requirements defined in 760 CMR 56.04(8).]

[If the Project Sponsor is a for-profit entity add:

(b) The Project Sponsor has provided financial surety in a form and in the amount required by the Guidelines to ensure completion of the cost examination to the satisfaction of the DHCD and the distribution of excess funds as required at 760 CMR 56.04(8)(c). DHCD will provide a copy of this Agreement to the Municipality's Board of Appeals as required by 760 CMR 56.04(7).]

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

PROJECT SPONSOR

By: _____
Its:

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

By: _____
Its:

MUNICIPALITY

By: _____
Its:

Attachments: Exhibit A - Legal Property Description
Exhibit B - Prices & Location of Low & Moderate Income Units
Exhibit C - Form of Deed Rider

Consent forms signed by any and all mortgagees whose mortgages are recorded prior to this Regulatory Agreement must be attached to this Regulatory Agreement.

© DHCD When used in the Local Initiative Program, this form may not be modified without the written approval of the Department of Housing and Community Development.

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss.

On this _____ 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 document, as _____ of the _____ [Project Sponsor], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK, ss.

On this _____ 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 document, as _____ for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____,ss. _____, 20__

On this _____ 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 document, as _____ for the City/Town of _____, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

**CONSENT AND SUBORDINATION OF MORTGAGE
TO REGULATORY AGREEMENT**

Reference is hereby made to a certain Mortgage dated _____ given by _____ to _____, recorded with the _____ Registry of Deeds at Book _____, Page _____ (“Mortgage”).

The Undersigned, present holder of said Mortgage, hereby recognizes and consents to the execution and recording of this Agreement and agrees that the aforesaid Mortgage shall be subject and subordinate to the provisions of this Agreement, to the same extent as if said Mortgage had been registered subsequent thereto. The Undersigned further agrees that in the event of any foreclosure or exercise of remedies under said Mortgage it shall comply with the terms and conditions hereof.

[NAME OF LENDER]

By: _____
Its:

(If the Project has more than one mortgagee, add additional consent forms.)

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____, 20__

On this _____ 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 document, as _____ of _____ Bank, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

EXHIBIT A

Re: _____
(Project name)

(City/Town)

(Developer)

Property Description

EXHIBIT B

Re: _____
(Project name)

(City/Town)

(Developer)

Maximum Selling Prices, Initial Condominium Fees, and Percentage Interest Assigned to Low and Moderate Income Units

	<u>Sales Price</u>	<u>Condo Fee</u>	<u>% Interest</u>
One bedroom units	\$ _____	\$ _____	_____
Two bedroom units	\$ _____	\$ _____	_____
Three bedroom units	\$ _____	\$ _____	_____
Four bedroom units	\$ _____	\$ _____	_____

Location of Low and Moderate Income Units

The housing units which are Low and Moderate Income Units are those designated as lot/unit numbers _____ on:

- a plan of land entitled _____ recorded with the _____ Registry of Deeds in Book ____, Page ____.
- floor plans recorded with the Master Deed of the _____ recorded with the _____ Registry of Deeds in Book ____, Page ____.

EXHIBIT C

LOCAL INITIATIVE PROGRAM
AFFORDABLE HOUSING DEED RIDER

*For Projects in Which
Affordability Restrictions Survive Foreclosure*

This LOCAL INITIATIVE PROGRAM AFFORDABLE HOUSING DEED RIDER is made part of that certain deed (the "Deed") of certain property (the "Property") from _____ ("Grantor") to _____ ("Owner") dated _____, 20___. The Property is located in the City/Town of _____ (the "Municipality").

RECITALS

WHEREAS, the Grantor is conveying that certain real property more particularly described in the Deed to the Owner at a consideration which is at or less than the fair market value of the Property; and

WHEREAS, the Property is part of a project which was: [check all that are applicable]

- (i) granted a Comprehensive Permit under Massachusetts General Laws Chapter 40B, Sections 20-23, from the Board of Appeals of the Municipality or the Housing Appeals Committee dated _____ and recorded/filed with the _____ Registry of Deeds/Registry District of Land Court (the "Registry") in Book _____, Page _____/Document No. _____ (the "Comprehensive Permit");
- (ii) subject to a Regulatory Agreement among _____ (the "Developer"), [] Massachusetts Housing Finance Agency ("MassHousing"), [X] the Massachusetts Department of Housing and Community Development] ("DHCD"), and [X] the Municipality; dated _____ and recorded with the Registry in Book _____, Page _____ (the "Regulatory Agreement");
- (iii) subsidized by the federal or state government under the Local Initiative Program, a program to assist construction of low or moderate income housing (the "Program"); and

WHEREAS, pursuant to the Program, eligible purchasers such as the Owner are given the opportunity to purchase residential property at or less than its fair market value if the purchaser agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than a maximum resale price, all as more fully provided herein; and

WHEREAS, DHCD and the City/Town of _____ (singly, or if more than one entity is listed, collectively, the "Monitoring Agent") is obligated by the Program or has been retained to monitor compliance with and to enforce the terms of this Deed Rider, and eligible purchasers such as the Owner may be required to pay to the Monitoring Agent, or its successor, a small percentage

of the resale price upon the Owner's conveyance of the Property, as set out in the Regulatory Agreement and as more fully provided herein; and

WHEREAS, the rights and restrictions granted herein to the Monitoring Agent and the Municipality serve the public's interest in the creation and retention of affordable housing for persons and households of low and moderate income and in the restricting of the resale price of property in order to assure its affordability by future low and moderate income purchasers.

NOW, THEREFORE, as further consideration for the conveyance of the Property at or less than fair market value, the Grantor and the Owner, including his/her/their heirs, successors and assigns, hereby agree that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the Municipality and the Monitoring Agent, and, if DHCD is a party to the Regulatory Agreement and is not the Monitoring Agent, by DHCD.

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

Affordable Housing Fund means a fund established by the Municipality for the purpose of reducing the cost of housing for Eligible Purchasers or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for Eligible Purchasers or, if no such fund exists, a fund established by the Municipality pursuant to Massachusetts General Laws Chapter 44 Section 53A, et seq.

Applicable Foreclosure Price shall have the meaning set forth in Section 7(b) hereof.

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

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

Area means the Primary Metropolitan Statistical Area or non-metropolitan area that includes the Municipality, as determined by HUD, which in this case is the _____ MSA/HMFA.

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

Base Income Number means the Area Median Income for a four (4)-person household. Currently, the AMI for the _____ MSA/HMFA is \$_____.

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

Closing shall have the meaning set forth in Section 5(b) hereof.

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

Conveyance Notice shall have the meaning set forth in Section 4(a) hereof.

Eligible Purchaser means an individual or household earning no more than eighty percent (80%) of Area Median Income (or, if checked [] _____ percent (___%) of Area Median Income, as required by the Program) and owning assets not in excess of the limit set forth in the Program Guidelines. To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser. An Eligible Purchaser shall be a First-Time Homebuyer if required by the Program and as specified in the Regulatory Agreement.

First-Time Homebuyer means an individual or household, of which no household member has had an ownership interest in a principal residence at any time during the three (3)-year period prior to the date of qualification as an Eligible Purchaser, except that (i) any individual who is a displaced homemaker (as may be defined by DHCD) (ii) and any individual age 55 or over (applying for age 55 or over housing) shall not be excluded from consideration as a First-Time Homebuyer under this definition on the basis that the individual, owned a home or had an ownership interest in a principal residence at any time during the three (3)-year period.

Foreclosure Notice shall have the meaning set forth in Section 7(a) hereof.

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

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

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning seventy percent (70%) of the Area Median Income (or, if checked [] _____ percent (___%) of Area Median Income, as required by the Program) of Area Median Income, as required by the Program) for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by DHCD for its Local Initiative Program or similar comprehensive permit program); and further

provided that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

Monitoring Services Agreement means any Monitoring Services Agreement for monitoring and enforcement of this Deed Rider among some or all of the Developer, the Monitoring Agent, the Municipality, MassHousing and DHCD.

Mortgage Satisfaction Amount shall have the meaning set forth in Section 7(b) hereof.

Mortgagee shall have the meaning set forth in Section 7(a) hereof.

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

Resale Fee means a fee of **Two Percent (2%)** of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Deed Rider, including the supervision of the resale process.

Resale Price Certificate means the certificate issued as may be specified in the Regulatory Agreement and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued as may be specified in the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Owner's sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. In the absence of contrary specification in the Regulatory Agreement the Monitoring Agent shall issue the certificate.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase, and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of _____ is hereby assigned to the Property.

Term means in perpetuity, unless earlier terminated by (i) the termination of the term of affordability set forth in the Regulatory Agreement or Comprehensive Permit, whichever is longer; or (ii) the recording of a Compliance Certificate and a new Deed Rider executed by the purchaser in form and substance substantially identical to this Deed Rider establishing a new term.

2. Owner-Occupancy/Principal Residence. The Property shall be occupied and used by the Owner's household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. Restrictions Against Leasing, Refinancing and Junior Encumbrances. The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent; provided that this provision shall not apply to a first mortgage granted on the date hereof in connection with this conveyance from Grantor to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Municipality for deposit to its Affordable Housing Fund. The Monitoring Agent or Municipality may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees. Upon recovery, after payment of costs, the balance shall be paid to the Municipality for deposit to its Affordable Housing Fund. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Municipality for deposit to its Affordable Housing Fund.

4. Options to Purchase.

(a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Municipality in writing of the Owner's intention to so convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent's efforts to locate an Eligible Purchaser and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale agreement. Pursuant to such agreement, sale to the Eligible Purchaser at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the Owner fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above and to enter the requisite purchase and sale agreement. If more than one Eligible Purchaser is located, the Monitoring Agent shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be

entitled to enter a purchase and sale agreement with Owner and to purchase the Property. Preference shall be given to Appropriate Size Households. The procedure for marketing and selecting an Eligible Purchaser shall be approved as provided in the Regulatory Agreement and any applicable Program Guidelines. If an Eligible Purchaser is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Purchaser proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Purchaser who will enter a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

(c) In lieu of sale to an Eligible Purchaser, the Monitoring Agent or the Municipality or designee shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase and sale agreement shall be entered, and the purchase shall occur within ninety (90) days after receipt of the Conveyance Notice or, within the additional sixty (60)-day period specified in subsection (b) above, or such further time as reasonably requested to carry out the purchase and sale agreement. Any lack of cooperation by Owner in measures reasonably necessary to effect the sale shall extend the 90-day period by the length of the delay caused by such lack of cooperation. The Monitoring Agent shall promptly give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period. In the event of such a sale to the Monitoring Agent or Municipality or designee, the Property shall remain subject to this Deed Rider and shall thereafter be sold or rented to an Eligible Purchaser as may be more particularly set forth in the Regulatory Agreement.

(d) If an Eligible Purchaser fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or Municipality or designee does not purchase the Property during said period, then the Owner may convey the Property to an Ineligible Purchaser no earlier than thirty (30) days after the end of said period at the Maximum Resale Price, but subject to all rights and restrictions contained herein; provided that the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner agrees to execute, to secure execution by the Ineligible Purchaser and to record with the Deed; and further provided that, if more than one Ineligible Purchaser is ready, willing and able to purchase the Property the Owner will give preference and enter a purchase and sale agreement with any individuals or households identified by the Monitoring Agent as an Appropriate Size Household earning more than eighty percent (80%) but less than one hundred twenty percent (120%) of the Area Median Income.

(e) The priority for exercising the options to purchase contained in this Section 4 shall be as follows: (i) an Eligible Purchaser located and selected by the Monitoring Agent, as provided in subsection (b) above, (ii) the Municipality or its designee, as provided in subsection (c) above, and (iii) an Ineligible Purchaser, as provided in subsection (d) above.

(f) Nothing in this Deed Rider or the Regulatory Agreement constitutes a promise, commitment or guarantee by DHCD, MassHousing, the Municipality or the Monitoring

Agent that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(g) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Conveyance Notice.

5. Delivery of Deed.

(a) In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property 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 the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, (vi) the Regulatory Agreement, and (vii), except as otherwise provided in the Compliance Certificate, a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the selected purchaser, and to record with the deed. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

(b) Said deed, including the approved Deed Rider, shall be delivered and the purchase price paid (the "Closing") at the Registry, or at the option of the selected purchaser, 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 selected purchaser 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 selected purchaser 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 Section 4(a) above.

(c) To enable Owner to make conveyance as herein provided, Owner may, if Owner so desires at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments 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 Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the election of the selected purchaser to take title, nor anything else in this Deed Rider shall be deemed to waive, impair or otherwise affect the priority of the 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 the rights herein.

(d) 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 selected purchaser.

(e) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date of the execution of the purchase and sale agreement, reasonable wear and tear only excepted.

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property 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 Property to the condition herein required. The Owner shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property 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 Property has been so restored. The selected purchaser 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 Property 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 Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

- (A) pay over or assign to the selected purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonably expended by the Owner for any partial restoration, or
- (B) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the selected purchaser 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.

6. Resale and Transfer Restrictions.

(a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owner, or the Owner's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by

the Monitoring Agent which Compliance Certificate refers to the Property, the Owner, the selected purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and unless there is also recorded a new Deed Rider executed by the selected purchaser, which new Deed Rider is identical in form and substance to this Deed Rider.

(b) The Owner, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the deed rider, together with recording information. Failure of the Owner, or Owner's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. Survival of Restrictions Upon Exercise of Remedies by Mortgagees.

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

(b) The Owner grants to the Municipality or its designee the right and option to purchase the Property upon receipt by the Municipality of the Foreclosure Notice. In the event that the Municipality intends to exercise its option, the Municipality or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner) (the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "as

is, where is” condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee’s mortgage, and further subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the Municipality or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the Municipality or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Purchaser), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the Municipality or its designee, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Municipality or its designee or the enforceability of the restrictions herein.

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

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Municipality for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Municipality is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the Municipality. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Municipality.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, which shall include the Federal National Mortgage Association (“Fannie Mae”) when it is assignee of the Mortgagee’s rights after such foreclosure or conveyance, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Deed Rider identical in form and

substance to this Deed Rider, which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, (ii) the title covenants required under Section 5 shall not apply only as to a subsequent REO conveyance by Fannie Mae, and (iii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such Ineligible Purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider.

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

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 7 shall supersede the provisions of Section 4 hereof.

8. Covenants to Run With the Property.

(a) This Deed Rider, including all restrictions, rights and covenants contained herein, is an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, having the benefit of Section 32 of such Chapter 184, and is enforceable as such. This Deed Rider has been approved by the Undersecretary of DHCD.

(b) In confirmation thereof the Grantor and the Owner intend, declare and covenant (i) that this Deed Rider, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Owner and the Owner's successors in title and assigns, (ii) are not merely personal covenants of the Owner, and (iii) shall enure to the benefit of and be enforceable by the Municipality, the Monitoring Agent and DHCD and their successors and assigns, for the Term. Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts have been satisfied in order for the provisions of this Deed Rider to constitute restrictions and covenants running with the land and that any requirements of privity of estate have been satisfied in full.

9. Notice. Any notices, demands or requests that may be given under this Deed Rider shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

Municipality:

Grantor:

Owner:

Monitoring Agent(s): (1) Director, Local Initiative Program
DHCD
100 Cambridge Street
Boston, MA 02114

(2)

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

10. Further Assurances. The Owner agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and other material information

pertaining to the Property and the Owner's conformance with the requirements of the Comprehensive Permit, Program and Program Guidelines, as applicable.

11. Enforcement.

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

(b) Without limitation of any other rights or remedies of the Municipality and the Monitoring Agent, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Deed Rider, the Municipality and Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

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

(c) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Owner or Owner's successors or assigns. The Owner hereby grants to the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure

payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Deed Rider against the Owner and to assert such a lien on the Property to secure payment by the Owner of such fees and expenses. Notwithstanding anything herein to the contrary, in the event that the Monitoring Agent and/or Municipality fails to enforce this Deed Rider as provided in this Section, DHCD, if it is not named as Monitoring Agent, shall have the same rights and standing to enforce this Deed Rider as the Municipality and Monitoring Agent.

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

12. Monitoring Agent Services; Fees. The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Deed Rider. As partial compensation for providing these services, a Resale Fee [] shall [] shall not be payable to the Monitoring Agent on the sale of the Property to an Eligible Purchaser or any other purchaser in accordance with the terms of this Deed Rider. This fee, if imposed, shall be paid by the Owner herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

13. Actions by Municipality. Any action required or allowed to be taken by the Municipality hereunder shall be taken by the Municipality's Chief Executive Officer or designee.

14. Severability. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15. Independent Counsel. THE OWNER ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

16. Binding Agreement. This Deed Rider shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Deed Rider.

17. Amendment. This Deed Rider may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Municipality and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

Executed as a sealed instrument this _____ day of _____, 20__.

Grantor: _____ Owner: _____

By: _____ By: _____
Its: _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of _____, 20__, before me, the undersigned Notary Public, personally appeared _____, _____ of _____, proved to me through satisfactory evidence of identification, which was my personal knowledge, 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, as _____ of _____, and as the voluntary act of _____.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was [*check one*]: [] a current driver's license, [] a current U.S. passport, [] my personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

Attachment D: Restrictive Documents

iii. Nitrogen Credit Restriction Packet

To: Dennis Water District and Dennis Board of Health

From: Robert Reedy P.E., J.M. O'Reilly & Associates, and Beth Hardy Wade, Director of Land Acquisition, HHCC

Narrative: Habitat for Humanity of Cape Cod Dennis Community Housing Project: 401 Setucket Road.

Habitat for Humanity of Cape Cod, Inc. (HHCC) is working to permit the construction of four affordable homes at 401 Setucket Road. Under the guidelines of Massachusetts General Law, Chapter 40B, HHCC will propose in its application to Dennis ZBA the subdivision of 401 Setucket Road into five parcels with 1 home on each of the four northerly lots (ranging in size from 7974 sf to 8439 sf) with the fifth southerly lot left in its naturalized state. The fifth lot at 71,635 sf serves as nitrogen credit land for the four proposed residential lots. See attached, "Site Plan for Zoning Board of Appeals; 401 Setucket Road, Dennis, MA; J.M. O'Reilly & Associates, Inc. 4/26/2022".

Our Local Initiative Application is complete and once signed by the Dennis Selectboard will be sent to the Department of Housing and Community Development for their approval. Following that approval, we will file our application to ZBA. As we work toward our ZBA application, we are seeking the Water District's conditional approval of Habitat for Humanity of Cape Cod's request for acquisition and use of nitrogen credits from a parcel of land at 8 Acorn Road as outlined below.

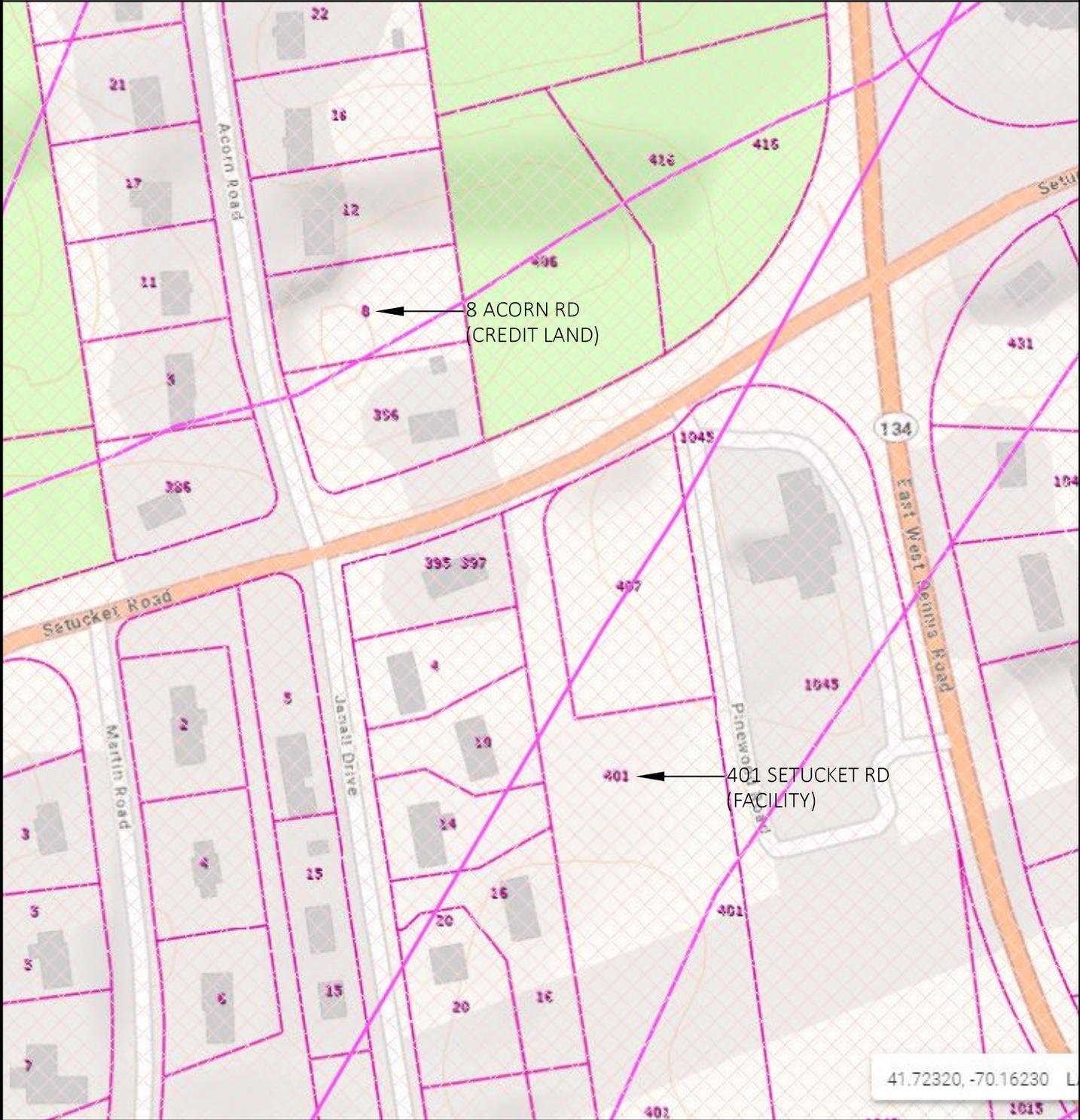
Background and request for 401 Setucket and 8 Acorn.

401 Setucket Road is in Zone II and at 121,571 sf with road coverage factored in is limited to ten bedrooms. As we prepared our LIP application, and in discussion with town staff (over the course of three "all department heads" meetings on 7/1/2021, 12/1/2021 and 3/10/2022), we determined it would be ideal to maximize the use of the property by adding a third bedroom to each of the two proposed ranch homes.

This can be carried out using nitrogen credits transferred from a town-owned lot at 8 Acorn Road. See attached, "Nitrogen Credit Land Exhibit Plan for 8 Acorn Road, Dennis, MA". The lot at Acorn Road, East Dennis Map 263 Parcel 14 is roughly 19,000 sf. Obtained by the town in 1979, it was a part of a 1972 subdivision and if used in place for housing would be limited to a one-bedroom home. However, combined with our existing credits at 401 Setucket Road the lot's nitrogen credits would allow an increase of 2 additional bedrooms.

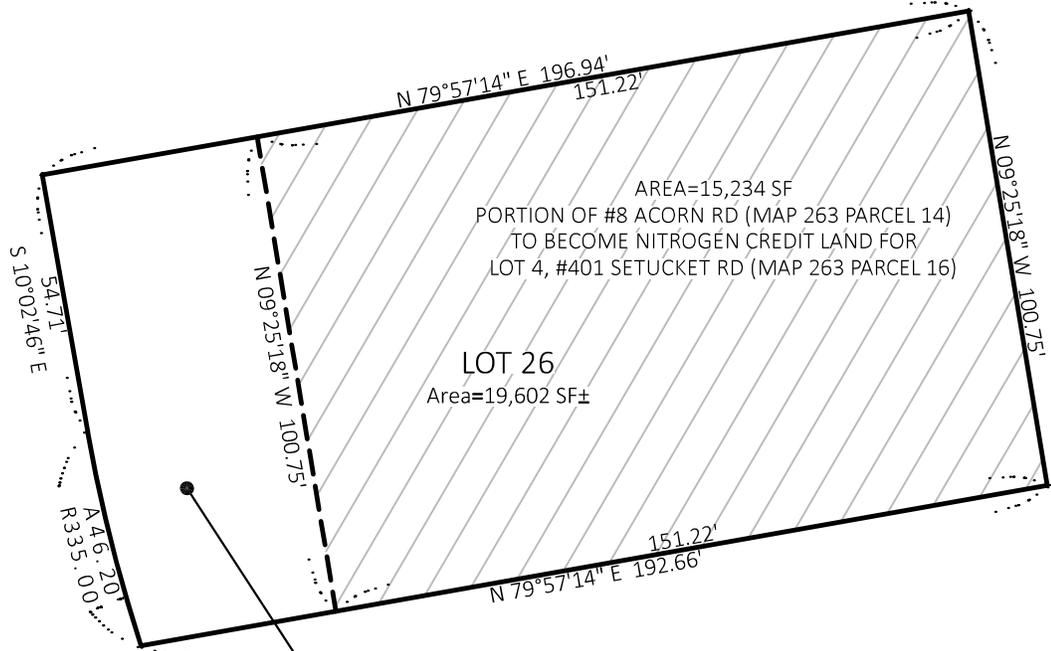
Habitat for Humanity of Cape Cod's perpetual grant and use of the land at 8 Acorn Road for nitrogen credits will be conditioned on the following: 1) Dennis BOH approval, as required; 2) Dennis Water District approval, as required; 3) Dennis Select Board approval, as required; 4) Town Meeting vote approval, as required; 5) Dennis ZBA project approval; and 6) Preparation & Execution of Nitrogen Loading Restrictions and Easements. These documents will be prepared by Habitat for Humanity's Engineer and Attorney, and subject to approval by Town staff and/or the Town's Legal Counsel. Please see attached sample documents from a recently executed Town of Sandwich project.

Thank you



MASS GIS- ZONE II LAYER

OWNER OF RECORD:
 TOWN OF DENNIS
 PLAN BOOK 256 PAGE 35
 DEED BOOK 2925 PAGE 124
 ASSESSORS' MAP 263 PARCEL 14



NOTES:

1.) THE PURPOSE OF THIS NITROGEN CREDIT LAND PLAN IS TO PROVIDE 15,234 SF OF NITROGEN CREDIT LAND FROM #8 ACORN ROAD TO LOT 4, #401 SETUCKET ROAD (ASSESSORS' MAP 263 PARCEL 16). THE ADDITION OF THE CREDIT LAND GIVES LOT 4 30,000 SF OF TOTAL CREDIT LAND, WHICH WOULD PROVIDE THE REQUIRED LAND AREA FOR A 3 BEDROOM DWELLING, PER TITLE 5 REGULATIONS.

2.) BOTH THE FACILITY AND THE CREDIT LAND MUST BE RESTRICTED IN PERPETUITY THROUGH EITHER AN APPROPRIATE CONSERVATION RESTRICTION OR A NITROGEN LOADING RESTRICTION AND EASEMENT.

3.) NITROGEN CREDIT LAND SHALL MEET ALL THE REQUIREMENTS OF 310 CMR 15.00 (TITLE 5) SECTION 15.216(2).

4.) THE FACILITY AND THE CREDIT LAND BOTH ARE WITHIN THE SAME NITROGEN SENSITIVE AREA (ZONE II).

AREA=4,368 SF±
 PORTION OF #8 ACORN ROAD
 NOT USED FOR NITROGEN CREDIT LAND
 (SEE PLAN BOOK 176 PAGE 125)

NITROGEN CREDIT LAND EXHIBIT PLAN
 FOR
8 ACORN ROAD, DENNIS, MA

PREPARED FOR
HABITAT FOR HUMANITY OF CAPE COD



SCALE 1"=40' APRIL 26, 2022

Upon recording, mail to:
Bureau of Resource Protection, Wastewater Management
Department of Environmental Protection
Southeast Regional Office
20 Riverside Drive
Lakeville, MA 02347

GRANT OF TITLE 5 NITROGEN LOADING RESTRICTION AND EASEMENT ON FACILITY LAND
(restriction of bedrooms or design flow on Grantor's facility land)
310 CMR 15.216

This GRANT OF TITLE 5 Nitrogen Loading Restriction AND EASEMENT on Facility Land made as of this 1st day of January 2022, by Habitat for Humanity of Cape Cod, Inc., a Massachusetts corporation, with offices located at 411 Main Street, Suite 6 Yarmouth Port, Barnstable County, Massachusetts, ("Grantor").

WITNESSETH

WHEREAS, Grantor being the owner in fee simple of that certain parcel of vacant land located in Sandwich, Barnstable County, Massachusetts, commonly known and numbered 1 Nauset Street, pursuant to a deed from Ann DeGraw Swaim, Trustee of the Ann DeGraw Swaim 2005 Living Trust to Grantee of the Benefited Property, May 26, 2021, and filed with the Barnstable Land Court Registry as Document No. 1,432,927 and noted on Certificate of Title No. 226785, said parcel of land being more particularly bounded and described in Exhibit A, attached hereto and made a part hereof, and being shown as Lot 41 on Land Court Plan No. 35991-B (Sheet 8), on file with the Land Registration Office of Barnstable County Registry District ("Property"); and

WHEREAS, Grantor desires to restrict the number of bedrooms as defined pursuant to 310

CMR 15.002 and/or the wastewater discharge design flow in any improvements located on the Property through the use of this Nitrogen Loading Restriction and Easement on Facility Land; and

WHEREAS, the Facility Land has the benefit of a Nitrogen Loading Restriction and Easement over approximately 1250 sq. ft, being more particularly bounded and described in Grant of Title 5 Nitrogen Loading Restriction and Easement on Nitrogen Credit Land, to be recorded/filed for registration herewith with the Barnstable County Registry of Deeds/ Land Registration Office of the Barnstable County Registry District; and

WHEREAS, the Nitrogen Loading Facility Aggregation Plan has been approved by the Sandwich Board of Health in accordance with the Department's "Guidelines for Title 5 Aggregation of Plans and Nitrogen Loading;" said approval being based upon the agreement by Grantor to incur certain obligations regarding the number of bedrooms, as defined in 310 CMR 15.002, and/or the wastewater discharge design flow in any improvements located on the Property and maintenance of the Facility Land Restriction and Easement to ensure protection of the nitrogen loading limitation of 440 gpd/acre discharge standard pursuant to 310 CMR 15.214 in nitrogen-sensitive areas or in areas serving new construction where the residential use of both on-site systems and drinking water supply wells are proposed; and to grant to the municipality acting by and through the Sandwich Board of Health a perpetual easement to ensure maintenance of the Property including, but not limited to, removal of any prohibited uses and in connection herewith a perpetual easement to pass and repass over the Property for purposes of inspecting the Property to ensure compliance with and fulfillment of the terms of the Facility Land Restriction/Easement as hereafter set forth;

NOW, THEREFORE, pursuant to the provisions of 310 CMR 15.216, Grantor does hereby GRANT to the Town of Sandwich, a Massachusetts municipal corporation situated in Barnstable County, having an address at 130 Main Street, Sandwich, Massachusetts 02563, Massachusetts, acting by and through its Board of Health ("Local Approving Authority") for nominal, non-monetary consideration, with QUITCLAIM COVENANTS, a TITLE 5 NITROGEN LOADING RESTRICTION AND

EASEMENT ON FACILITY LAND ("Facility Land Restriction/Easement") in, on, upon, through, over and under the Property, the terms and conditions of which are as follows:

PURPOSE:

The purpose of this restriction and easement is to protect and preserve the quality and quantity of ground water resources in the area of the public and private wells in the Town of Sandwich, Massachusetts in order to ensure a safe and healthy public and private water supply for the present and future inhabitants of the area. It shall also be for the specific purpose of limiting the introduction of nitrogen and other pollutants into, and maintaining the natural uptake of pollutants and the recharge of the ground water which takes place on the Property for the said water supply.

OBLIGATIONS AND EASEMENT:

1. Prohibitions. Grantor agrees to restrict the number of bedrooms, as defined pursuant to 310 CMR 15.002, in any improvements on the Property to three (3) bedrooms.
2. Easements. In creating this Facility Land Restriction and Easement, Grantor hereby grants to the Local Approving Authority, its agents, contractors, subcontractors and employees a perpetual EASEMENT to enter upon and the right to bring equipment onto the Property to do any and all acts deemed necessary to maintain the Property in a manner which ensures protection of the nitrogen loading limitation of 440 gpd/acre discharge standard pursuant to 310 CMR 15.214 together with a right to pass and repass by foot and by vehicle over the Property for said purposes, and for purposes of inspecting the Property to ensure compliance with and fulfillment of the terms of this Facility Land Restriction/Easement.
3. Severability. If any court or other tribunal determines that any provision of this instrument is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal.

In the event the provision invalidated is of such a nature that it cannot be so modified, the provision shall be deemed deleted from this instrument as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

4. Enforcement. Grantor expressly acknowledges that a violation of the terms of this instrument could result in the following:

- (i) upon determination by a court of competent jurisdiction, in the issuance of criminal and civil penalties, and/or equitable remedies, including, but not limited to, injunctive relief, such injunctive relief could include the issuance of an order to modify or remove any improvements constructed upon the Property in violation of the terms of this Facility Land Restriction/Easement; and
- (ii) in the assessment of penalties and enforcement action by the Local Approving Authority and DEP to enforce the terms of this Facility Land Restriction/Easement, pursuant to Title 5; M.G.L. c.111, §§ 17, 31, 122, 124, 125, 125A, 127A through 127O, and 129; and M.G.L. c.83, §11.

5. Provisions to Run with the Land. This Facility Land Restriction/Easement sets forth the rights, liabilities, agreements and obligations upon and subject to which the Property or any portion thereof, shall be left unimproved or according to which said Property may be improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. The rights, liabilities, agreements and obligations herein set forth shall run with the Property, as applicable thereto, and any portion thereof and shall inure to the benefit of and be binding upon Grantor and all parties claiming by, through or under the Local Approving Authority or Grantor. The rights hereby granted to the Local Approving Authority and its successors and assigns constitute their perpetual right to enforce this Facility Land Restriction/Easement. Grantor hereby covenants for itself and its successors and assigns, to stand seized and hold title to the Property, as applicable thereto, and

any portion thereof, subject to this Facility Land Restriction/Easement, provided, however, that a violation of this Facility Land Restriction/Easement shall not result in a forfeiture or reversion of Grantor's title to the Property, as applicable thereto.

6. Concurrence Presumed. It being agreed that Grantor and all parties claiming by, through or under Grantor shall be deemed to be in accord with the provisions herein set forth and to agree for and among themselves and any party claiming by, through or under them, and their respective agents, contractors, sub-contractors and employees, that the Facility Land Restriction/Easement herein established shall be adhered to and not violated and that their respective interests in the Property and the Facility Land Restriction and Easement, as applicable thereto, shall be subject to the provisions herein set forth.

7. Incorporation into Deeds, Mortgages, leases and Instruments of Transfer. Grantor hereby agrees to incorporate this Facility Land Restriction/Easement, in full or by reference, into all deeds, easements, mortgages, leases, licenses, occupancy agreements or any other instrument of transfer by which an interest in and/or a right to use the Property, or any portion thereof, is conveyed.

8. Recordation. Grantor shall record and/or register this Facility Land Restriction/Easement with the appropriate Registry of Deeds and/or Land Registration Office within 30 days of the latter of: receipt from the Local Approving Authority of the approved Facility Land Restriction/Easement or the expiration of the 60-day DEP constructive approval period pursuant to 310 CMR 15.216. Grantor shall file with the Local Approving Authority and the DEP a certified Registry copy of this Facility Land Restriction/Easement as recorded and/or registered within 30 days of its date of recordation and/or registration.

9. Amendment and Release. This Facility Land Restriction/Easement may be amended or released only upon approval by the Local Approving Authority. Release of this Facility Land Restriction/Easement shall be granted by the Local Approving Authority in the event the Property

is connected to a municipal sewer system and the septic system serving the Property is abandoned in accordance with 310 CMR 15.354 or the Property is no longer located within a nitrogen sensitive area pursuant to 310 CMR 15.215. Any such amendment or release shall be recorded and/or registered with the appropriate Registry of Deeds and/or Land Registration Office and a certified Registry copy of said amendment or release shall be filed with the Local Approving Authority and the DEP within 30 days of its date of recordation and/or registration.

10. Term. This Facility Land Restriction/Easement shall run in perpetuity and is intended to conform to M.G.L. c.184, §26, as amended.

11. Rights Reserved. This Facility Land Restriction/Easement is granted to the Local Approving Authority in connection with the approval of a Nitrogen Loading Facility Aggregation Plan pursuant to 310 CMR 15.216 and the Department's "Guidelines for Title 5 Aggregation of Flows and Nitrogen Loading." It is expressly agreed that acceptance of the Facility Land Restriction/Easement by the Local Approving Authority or constructive approval of the Nitrogen Loading Facility Aggregation Plan by DEP shall not operate to bar, diminish, or in any way affect any legal or equitable right of the Local Approving Authority or DEP to issue any further order with respect to the Property or in any way affect any other claim, action, suit, cause of action, or demand which the Local Approving Authority or DEP may have with respect thereto. Nor shall acceptance of the Facility Land Restriction/Easement serve to impose any obligations, liabilities, or any other duties upon the Local Approving Authority.

12. Effective Date. This Facility Land Restriction/Easement shall become effective upon its recordation and/or registration with the appropriate Registry of Deeds and/or Land Registration Office.

WITNESS the execution hereof under seal this 11th day of JANUARY 2021 2022

GRANTOR

HABITAT FOR HUMANITY OF CAPE COD, INC.,

By: Wendy Cullinan
Wendy Cullinan, President

COMMONWEALTH OF MASSACHUSETTS

Barnstable County

On this 11 day of JANUARY 2021, before me, the undersigned notary public, personally appeared Wendy Cullinan, President of Habitat for Humanity of Cape Cod, Inc., proved to me through satisfactory evidence of identification, which personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that it is the free act and deed of said corporation, for its stated purpose.

Mary E Campbell
Notary Public
My commission expires 10 30 2028



Mary E. Campbell
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
October 30, 2028

The TOWN OF SANDWICH BOARD OF HEALTH hereby approves and accepts this Grant of Title 5 Nitrogen Loading Restriction and Easement on Nitrogen Credit Land.

[Signature]
Local Approving Authority

Date: Dec. 17, 2021

EXHIBIT A

The vacant land in Sandwich, Barnstable County, Massachusetts, commonly known and numbered 1 Nauset Street and further described as follows:

LOT 41
LAND COURT PLAN
35991-B (Sheet 8)

For title see Certificate of Title 226785.

SAMPLE

Upon recording, mail to:
Bureau of Resource Protection, Wastewater
Management Department of Environmental Protection
Southeast Regional Office
20 Riverside Drive
Lakeville, MA 02347

**GRANT OF TITLE 5 NITROGEN LOADING RESTRICTION AND EASEMENT
ON NITROGEN CREDIT LAND**

(where Grantee seeks nitrogen credit land from third party Grantor)
310 CMR 15.216

This GRANT OF TITLE 5 Nitrogen Loading Restriction AND EASEMENT on Nitrogen Credit Land made as of this 19th day of January 2022, by the Town of Sandwich, a Massachusetts municipal corporation situated in Barnstable County, having an address at 130 Main Street, Sandwich, Massachusetts 02563 ("Grantor").

WITNESSETH

WHEREAS, Grantor being the owner in fee simple of that certain parcel of vacant land located in Sandwich, Barnstable County, Massachusetts, commonly known and numbered 16 Evsun Drive pursuant to a deed from Heritage Bank for Savings, dated July 22, 1991, and recorded with Barnstable County Registry of Deeds in Book 7637, Page 053, and being shown as Lot #2 on a plan entitled, "Pleasant Park Subdivision in Sandwich, Mass. for Indian Lakes Realty Trust", dated January 30, 1973, as revised April 17, 1973, prepared by Eldredge Surveying Company, recorded with Barnstable County Registry of Deeds in Plan Book 273 Page 67; a portion of Lot #2 is more particularly bounded and described in Exhibit A attached hereto and made a part hereof ("Property") and

WHEREAS, Habitat for Humanity of Cape Cod, Inc., a Massachusetts corporation, with offices located at 411 Main Street, Suite 6 Yarmouth Port, Barnstable County, Massachusetts, ("Grantee of the Benefited Property") being the owner in fee simple of that certain parcel of vacant land located in Sandwich, Barnstable County, Massachusetts, commonly known and numbered 1 Nauset Street, pursuant to a deed from Ann DeGraw Swaim, Trustee of the Ann DeGraw Swaim 2005 Living Trust to Grantee of the Benefited Property, May 26, 2021, and filed with the Barnstable Land Court Registry as Document No. 1,432,927 and noted on Certificate of Title No. 226785, said parcel of land being more particularly bounded and

described in Exhibit A, attached hereto and made a part hereof, and being shown as Lot 41 on Land Court Plan No. 35991-B (Sheet 8), on file with the Land Registration Office of Barnstable County Registry District ("Benefited Property"); and

WHEREAS, the Benefited Property has the benefit of a Nitrogen Loading Restriction and Easement, being more particularly bounded and described in a Grant of Title 5 Nitrogen Loading Restriction and Easement on Facility Land, to be recorded/filed for registration herewith with the Barnstable County Registry of Deeds/ Land Registration Office of the Barnstable County Registry District; ("Facility Land Restriction and Easement"); and

WHEREAS, the Nitrogen Loading Facility Aggregation Plan has been approved by the Sandwich Board of Health in accordance with the Department's "Guidelines for Title 5 Aggregation of Plans and Nitrogen Loading;" said approval being based upon the agreement by Grantor to incur certain obligations regarding the number of bedrooms, as defined in 310 CMR 15.002, and/or the wastewater discharge design flow in any improvements located on the Property and maintenance of the Facility Land Restriction and Easement to ensure protection of the nitrogen loading limitation of 440 gpd/acre discharge standard pursuant to 310 CMR 15.214 in nitrogen-sensitive areas or in areas serving new construction where the residential use of both on-site systems and drinking water supply wells are proposed; and to grant to the Grantee of the Benefited Property and to the municipality acting by and through the Sandwich Board of Health a perpetual easement to ensure maintenance of the Property as nitrogen credit land including, but not limited to, removal of any prohibited uses and in connection herewith a perpetual easement to pass and repass over the Property for purposes of inspection to ensure compliance with and fulfillment of the terms of this Nitrogen Credit Land Restriction/Easement as hereafter set forth;

NOW, THEREFORE, pursuant to the provisions of 310 CMR 15.216, Grantor does hereby GRANT to the Grantee of the Benefited Property and to the Town of Sandwich, a Massachusetts municipal corporation situated in Barnstable County, having an address at 130 Main Street, Sandwich, Massachusetts 02563, acting by and through its Board of Health ("Local Approving Authority") for nominal, non-monetary consideration, with QUITCLAIM COVENANTS, a TITLE 5 NITROGEN LOADING RESTRICTION AND EASEMENT on NITROGEN CREDIT LAND ("Nitrogen Credit Land Restriction/Easement") consisting of approximately 1,250 sq. ft. in, on, upon, through, over and under the Property, terms and conditions of which are as follows:

PURPOSE:

The purpose of this restriction and easement is to protect and preserve the quality and quantity of ground water resources in the area of the public and private wells in the Town of Sandwich, Massachusetts in order to ensure a safe and healthy public and private water supply for the present and future inhabitants of the area. It shall also be for the specific purpose of limiting the introduction of nitrogen and other pollutants into, and maintaining the natural uptake of pollutants and the recharge of the ground water which takes place on the Property for the said water supply and for the specific benefit of the above referenced Benefited Property.

OBLIGATIONS AND EASEMENT:

1. Prohibitions. Grantor agrees to maintain the Property as nitrogen credit land by prohibiting activities which have a detrimental effect on nitrogen loading on the Property, including but not limited to wastewater discharges, the use of nitrogen fertilizer, the introduction of artificial impervious surfaces, the raising, breeding or keeping of animals, livestock or poultry for commercial purposes, and the creation or introduction of land under water. A change in the condition of the Property which results in the Property or a portion thereof being within a Velocity Zone or a Regulatory Floodway will render the Property or said portion thereof ineligible for nitrogen credit pursuant to 310 CMR 15.216.
2. Easements. In creating this Nitrogen Credit Land Restriction and Easement, Grantor hereby grants to the Grantee of the Benefited Property and to the Local Approving Authority, its agents, contractors, subcontractors and employees a perpetual EASEMENT to enter upon and the right to bring equipment onto the Property to do any and all acts deemed necessary to maintain the Property as nitrogen credit land, together with a right to pass and repass by foot and by vehicle over Property for said purposes, and for purposes of inspecting the Property to ensure compliance with and fulfillment of the terms of this Nitrogen Credit Land Restriction/Easement.
3. Severability. If any court or other tribunal determines that any provision of this instrument is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event the provision invalidated is of such a nature that it cannot be so modified, the provision shall be deemed deleted from this instrument as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

4. Enforcement. Grantor expressly acknowledges that a violation of the terms of this instrument could result in the following:

(i) upon determination by a court of competent jurisdiction, in the issuance of criminal and civil penalties, and/or equitable remedies, including, but not limited to, injunctive relief, such injunctive relief could include the issuance of an order to modify or remove any improvements constructed upon the Property in violation of the terms of this Nitrogen Credit Land Restriction/Easement; and

(ii) in the assessment of penalties and enforcement action by the Local Approving Authority and DEP to enforce the terms of this Nitrogen Credit Land Restriction/Easement, pursuant to Title 5; M.G.L. c.111, §§ 17, 31, 122, 124, 125, 125A, 127A through 127C, and 129; and M.G.L. c.83, §11.

5. Provisions to Run with the Land. This Nitrogen Credit Land Restriction/Easement sets forth the rights, liabilities, agreements and obligations upon and subject to which the Property or any portion thereof, shall be left unimproved or according to which said Property may be improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. The rights, liabilities, agreements and obligations herein set forth shall run with the Property and the Benefited Property, as applicable thereto, and any portion thereof and shall inure to the benefit of and be binding upon Grantor, Grantee of the Benefited Property, and all parties claiming by, through or under the Local Approving Authority or Grantor. The rights hereby granted to the Grantee of the Benefited Property, the Local Approving Authority, and their respective successors and assigns, constitute their perpetual right to enforce this Nitrogen Credit Land Restriction/Easement. Grantor hereby covenants for himself/herself/itself and his/her/its executors, administrators, heirs, successors and assigns, to stand seized and hold title to the Property, as applicable thereto, and any portion thereof, subject to this Nitrogen Credit Land Restriction/Easement, provided, however, that a violation of this Nitrogen Credit Land Restriction/Easement shall not result in a forfeiture or reversion of Grantor's title to the Property, as applicable thereto.

6. Concurrence Presumed. It being agreed that Grantor and all parties claiming by, through or under Grantor shall be deemed to be in accord with the provisions herein set forth and to agree for and among themselves and any party claiming by, through or under them, and their respective agents, contractors, sub-contractors and employees, that the Nitrogen Credit Land Restriction/Easement herein established shall be adhered to and not violated and that their

respective interests in the Property and the Nitrogen Credit Land Restriction and Easement, as applicable thereto, shall be subject to the provisions herein set forth.

7. Incorporation into Deeds, Mortgages, leases and Instruments of Transfer. Grantor hereby agrees to incorporate this Nitrogen Credit Land Restriction/Easement, in full or by reference, into all deeds, easements, mortgages, leases, licenses, occupancy agreements or any other instrument of transfer by which an interest in and/or a right to use the Property, or any portion thereof, is conveyed.

8. Recordation. Grantor shall record and/or register this Nitrogen Credit Land Restriction/Easement with the appropriate Registry of Deeds and/or Land Registration Office within 30 days of the latter of: receipt from the Local Approving Authority of the approved Restriction/Easement or the expiration of the 60-day DEP constructive approval period pursuant to 310 CMR 15.216. Grantor shall file with the Local Approving Authority and the DEP a certified Registry copy of this Nitrogen Credit Land Restriction/Easement as recorded and/or registered within 30 days of its date of recordation and/or registration.

9. Amendment and Release. This Nitrogen Credit Land Restriction/Easement may be amended or released only upon approval by the Local Approving Authority. Release of this Nitrogen Credit Land Restriction/Easement shall be granted by the Local Approving Authority in the event the Benefited Property is connected to a municipal sewer system and the septic system serving the Benefited Property is abandoned in accordance with 310 CMR 15.354 or the Benefited Property is no longer located within a nitrogen sensitive area pursuant to 310 CMR 15.215. Any such amendment or release shall be recorded and/or registered with the appropriate Registry of Deeds and/or Land Registration Office and a certified Registry copy of said amendment or release shall be filed with the Local Approving Authority and the DEP within 30 days of its date of recordation and/or registration.

10. Term. This Nitrogen Credit Land Restriction/Easement shall run in perpetuity and is intended to conform to M.G.L. c.184, §26, as amended.

11. Rights Reserved. This Nitrogen Credit Land Restriction/Easement is granted to the Grantee of the Benefited Property and the Local Approving Authority in connection with the approval of a Nitrogen Loading Facility Aggregation Plan pursuant to 310 CMR 15.216 and the Department's "Guidelines for Title 5 Aggregation of Flows and Nitrogen Loading." It is expressly agreed that acceptance of the Nitrogen Credit Land Restriction/Easement by the Local Approving Authority [or

constructive approval of the Nitrogen Loading Facility Aggregation Plan by the Department of Environmental Protection] shall not operate to bar, diminish, or in any way affect any legal or equitable right of the Local Approving Authority or DEP to issue any future order with respect to the Property and the Benefited Property, as applicable thereto, or in any way affect any other claim, action, suit, cause of action, or demand which the Local Approving Authority or DEP may have with respect thereto. Nor shall acceptance of Nitrogen Credit Land Restriction/Easement serve to impose any obligations, liabilities, or any other duties upon the Local Approving Authority.

12. Effective Date. This Nitrogen Credit Land Restriction/Easement shall become effective upon its recordation and/or registration with the appropriate Registry of Deeds and/or Land Registration Office.

WITNESS the execution hereof under seal this 19th day of January, ~~2021~~ 2022.

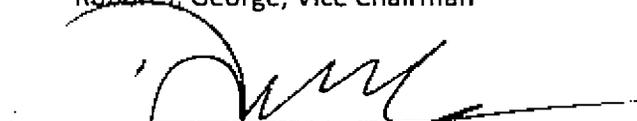
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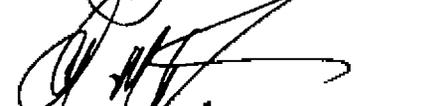
TOWN OF SANDWICH

By its Board of Selectmen


Michael J. Miller, Chairman


Robert J. George, Vice Chairman


Dave Sampson


Charles Holden


Shane Hctor

SAMPLE

GRANTEE

HABITAT FOR HUMANITY OF CAPE COD, INC.,

By: Wendy Cullinan
Wendy Cullinan, President

COMMONWEALTH OF MASSACHUSETTS

Barnstable County

On this 11 day of January ²⁰²² 2021, before me, the undersigned notary public, personally appeared Wendy Cullinan, President of Habitat for Humanity of Cape Cod, Inc., proved to me through satisfactory evidence of identification, which personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that it is the free act and deed of said corporation, for its stated purpose.

SAMPLE

Mary E Campbell
Notary Public
My commission expires 10-30-26



Mary E. Campbell
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
October 30, 2026

The TOWN OF SANDWICH BOARD OF HEALTH hereby approves and accepts this Grant of Title 5 Nitrogen Loading Restriction and Easement on Nitrogen Credit Land.

Daniel J. Sullivan
DIRECTOR OF PUBLIC HEALTH
Local Approving Authority

Date: Feb. 17, 2021

EXHIBIT A

Facility Land

A portion of Lot 2 bounded and described as follows:

- WESTERLY by Evsun Drive, eight and 00/100 (8.00) feet;
- NORTHERLY one hundred thirty-five and 86/100 (135.86) feet;
- EASTERLY by Lot 2, as shown on a plan hereinafter mentioned, eleven and 94/100 (11.94) feet; and
- SOUTHERLY by Lot 2, as shown on said plan, one hundred thirty-one and 79/100 (131.79) feet.

Shown on a sketch entitled "Nitrogen Credit Land Exhibit Plan for 16 Evsun Drive, Sandwich, MA prepared for Habitat for Humanity of Cape Cod", dated August 12, 2021, by J. M. O'Reilly & Associates, Inc., attached hereto.

The Facility Land described above is a portion of a parcel of vacant land in Sandwich, Barnstable County, Massachusetts, commonly known and numbered 16 Evsun Drive and shown as Lot 2 on a plan entitled "Pleasant Park Subdivision in Sandwich, Mass. for Indian Lakes Realty Trust", dated January 30, 1973, as revised April 17, 1973, prepared by Eldredge Surveying Company, recorded with Barnstable County Registry of Deeds in Plan Book 273 Page 67.

Benefited Property

The vacant land in Sandwich, Barnstable County, Massachusetts, commonly known and numbered 1 Nauset Street and further described as follows:

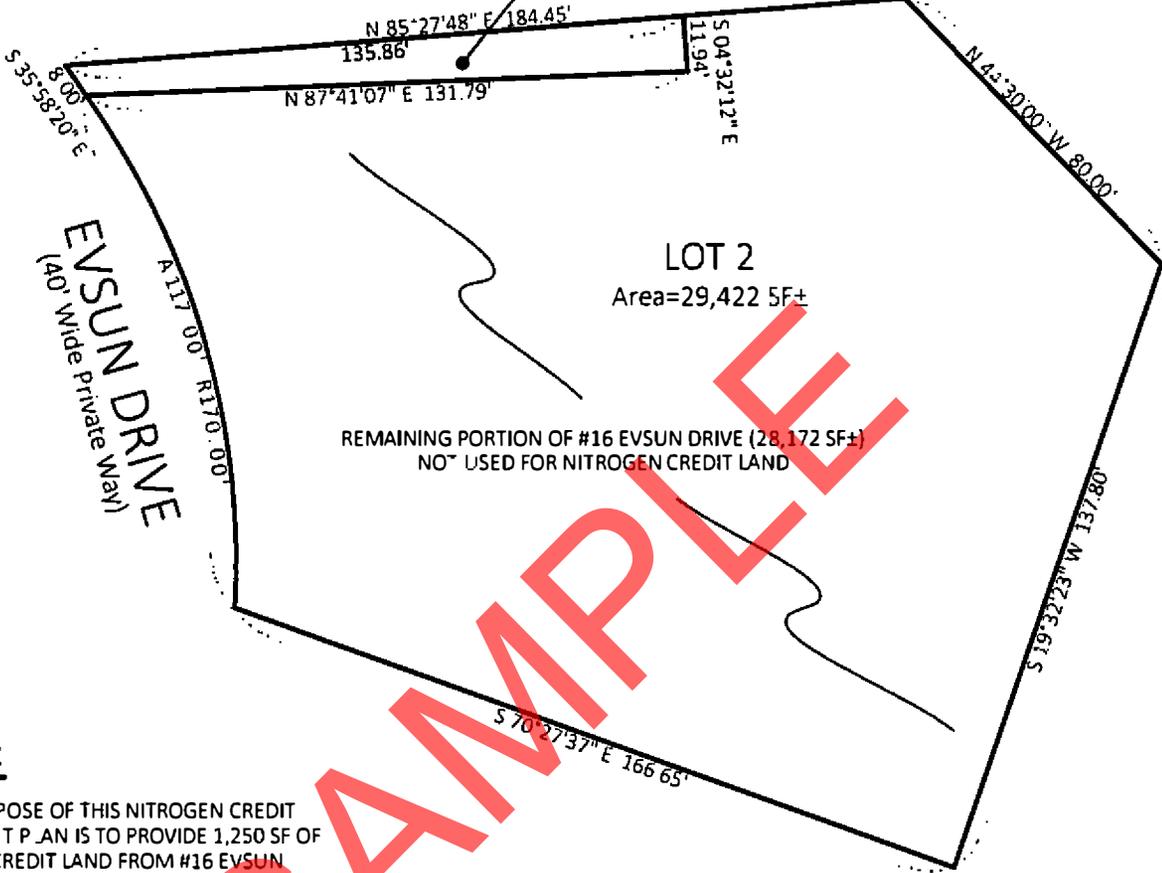
LOT 41
LAND COURT PLAN
35991-B (Sheet 8)

OWNER OF RECORD:
TOWN OF SANDWICH
PLAN BOOK 273 PAGE 67
DEED BOOK 7637 PAGE 53
ASSESSORS' MAP 4 PARCEL 42

AREA=1,250 SF
PORTION OF #16 EVSUN DRIVE (MAP 4 PARCEL 42)
TO BECOME NITROGEN CREDIT LAND
FOR #1 NAUSET STREET (MAP 13 PARCEL 10)



Plan Book 273 Page 67



REMAINING PORTION OF #16 EVSUN DRIVE (28,172 SF±)
NOT USED FOR NITROGEN CREDIT LAND

LOT 2
Area=29,422 SF±

NOTES:

- 1.) THE PURPOSE OF THIS NITROGEN CREDIT LAND EXHIBIT PLAN IS TO PROVIDE 1,250 SF OF NITROGEN CREDIT LAND FROM #16 EVSUN DRIVE, SANDWICH TO #1 NAUSET STREET, SANDWICH #1 NAUSET STREET IS CURRENTLY 28,881 SF, THE ADDITION OF THE CREDIT LAND GIVES THE LOT A TOTAL AREA OF 30,131 SF, WHICH WOULD PROVIDE THE REQUIRED LAND AREA FOR A 3 BEDROOM DWELLING, PER TITLE 5 REGULATIONS.
- 2.) BOTH THE FACILITY AND THE CREDIT LAND MUST BE RESTRICTED IN PERPETUITY THROUGH EITHER AN APPROPRIATE CONSERVATION RESTRICTION OR A NITROGEN LOADING RESTRICTION AND EASEMENT.
- 3.) NITROGEN CREDIT LAND SHALL MEET ALL THE REQUIREMENTS OF 310 CMR 15.00 (TITLE 5) SECTION 15.216(2).
- 4.) THE FACILITY AND THE CREDIT LAND BOTH ARE WITHIN THE SAME NITROGEN SENSITIVE AREA (ZONE II).

NITROGEN CREDIT LAND EXHIBIT PLAN
FOR
16 EVSUN DRIVE, SANDWICH, MA

PREPARED FOR
HABITAT FOR HUMANITY OF CAPE COD



SCALE 1"=40' AUGUST 12, 2021

G:\AJJobs\HABITAT\8684\DWG\8684.EVSUN DRIVE NITROGEN CREDIT EXHIBIT PLAN.dwg Drawn by RF JMO-8684

J.M. O'REILLY & ASSOCIATES, INC.
Professional Engineering & Surveying Services

1573 Main Street, P.O. Box 1773
Brewster, MA 02631 (508)896-6601

Attachment E: Other Information

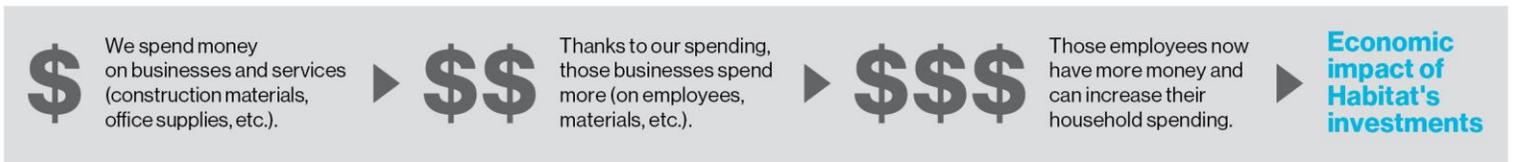
i. HFHCC Economic Impact Results



Beyond the house: How Habitat's investments ripple across local economies

An economic impact analysis

Habitat for Humanity makes a tremendous impact on the lives of homeowners. Our work impacts health, environmental and educational outcomes; civic and social engagement; the financial stability of Habitat families; and local economies. This infographic details one component of our economic impact. See below to learn how Habitat's work contributes to our local economy by supporting jobs and purchasing local goods and services, creating a ripple effect that multiplies our investment to generate meaningful impact.



Our work
in 2019



\$5,474,663

invested in operations, construction, rehabilitation
and renovation

Our impact
in 2019

70

jobs supported,
generating



\$3,420,091

in wages paid into
the local economy



\$8,540,568

economic impact
of Habitat's
investments



\$1.56

dollars injected into the economy
for every dollar invested by Habitat



\$334,262

in local and state
taxes paid



\$23,291

in property taxes paid
by homeowners*

Results measure only the economic impact of affiliates as measured by affiliate expenditures on programming and operations. Additional factors contributing to economic impact (e.g., property taxes paid, homeowner spending) are not included. The economic impact was estimated using IMPLAN, an economic modeling software, based on data from affiliate financial documents.

**An estimate of property taxes paid by Habitat homeowners who purchased their homes within the past 10 years. All figures are in 2021 U.S. dollars and reflect property taxes paid by homeowners, primarily in 2020 but also including some property taxes paid in 2018-21.*

Attachment E: Other Information

- ii. RESNET – press release**

Habitat for Humanity of Cape Cod Honored for Energy Efficient Construction Methods

(YARMOUTH PORT – MA) – Habitat for Humanity of Cape Cod will be recognized as the top Habitat affiliate nationwide in creating and producing energy efficient housing at the RESNET Building Performance Virtual Conference, May 3, 2022.

Residential Energy Services Network (RESNET) Executive Director, Steve Baden, along with Habitat for Humanity International US Construction Director of Construction, Edwin Hensley congratulated longtime Habitat for Humanity of Cape Cod Director of Construction, Bob Ryley, at the RESNET 2022 Conference.

Habitat Cape Cod has the Lowest HERS® Index of all United States Habitat affiliates. The HERS (Home Energy Rating System) Index is based on RESNET's ANSI standards that measures a home's energy efficiency. It is the nationally recognized system for inspecting and calculating a home's energy performance. The better the HERS Index, the lower the cost of operating a home, like "miles per gallon" for cars.

"Our portfolio of architectural designs allows for southern exposure on even the most difficult of sites. The volunteers are educated in the most energy efficient framing techniques. Our homes are fully electric, delivering efficient heating & cooling without the storage or use of fossil fuels," said Ryley.

"When equipped with solar PV's, the home requires minimal grid-source electricity and can potentially produce as much electricity as consumed over the course of a year. Not only are we building homes with less environmental impact, but we are also lowering the homeowner's energy costs," said Ryley.

"RESNET is thrilled to recognize all the efforts of Habitat for Humanity International and its Affiliates to demonstrate the essential intersection between energy-efficient and affordable housing," stated Emma Bennett, RESNET's Events & Standards Manager, "A huge congratulations to Habitat for Humanity Cape Cod for the tremendous achievement of lowest HERS Index. We look forward to Affiliates joining this event to learn more on utilizing the HERS Index."

The National Association of State Energy Officials and Energy Rated Homes of America founded the Residential Energy Services Network (RESNET) in 1995 to develop a national market for home energy rating systems and energy efficient mortgages. RESNET is a recognized national standards-making body for building energy efficient rating and certification systems in the United States.

Over the past 35 years, Habitat for Humanity of Cape Cod has developed over 165 affordable homes on Cape Cod. Local families help build their own homes alongside volunteers, purchase their home, and pay an affordable mortgage. Habitat homes are deed restricted to remain affordable in perpetuity.

To learn more about or donate to Habitat Cape Cod, call 508-362-3559 or visit www.habitatcapecod.org, or Like Habitat Cape Cod on Facebook at www.facebook.com/HabitatCapeCod.

To learn more about RESNET and the HERS Index, visit www.resnet.us and www.hersindex.com.

Attachment E: Other Information

iii. RESNET- draft brochure

INTO THE FUTURE TOGETHER



RESNET[®]
RESIDENTIAL ENERGY SERVICES NETWORK

2

0

22

VIRTUAL CONFERENCE

May 3-5

#RESNET2022 BUILDING
PERFORMANCE CONFERENCE

INTO THE FUTURE TOGETHER



About RESNET

2022 marks RESNET's 21st Annual Building Performance Conference. Like every year, our priority is to offer high-caliber information from our nation's leading industry experts to further the building performance industry.

The Residential Energy Services Network (RESNET) was founded in 1995 as an independent, non-profit organization to help homeowners reduce the cost of their utility bills by making their homes more energy efficient. Based on the RESNET mission, goals and foresight for where the building performance industry is headed, we cater our annual conference to bring the most valuable information to you and your customers.

About #RESNET2022

The theme of the 2022 RESNET Conference is "Into the Future, Together". Now, more than ever, we cherish and celebrate the importance of community among the entire Residential Energy Services Network (RESNET). Our industry continues to innovate in so many ways, contributing to the future of the building performance industry. We recognize the importance of the people of RESNET, and we look forward to the many conversations, ideas, and memories that will arise from #RESNET2022, and beyond.

LEADING THE PATH TO NET ZERO CARBON HOMES

Dominic Sims

CEO, International Code Council

LEVEL UP YOUR LIFE

Keith Roberts *Oak Journal*

A CONVERSATION WITH THE RESNET EXECUTIVE DIRECTOR

Steve Baden *RESNET*

ENERGY EFFICIENCY & THE CLIMATE CHALLENGE

Congressman Mike Levin

WORK FORCE DEVELOPMENT CHALLENGES & OPPORTUNITIES IN THE BUILDING INDUSTRY

Branka Minic *CEO, Building Talent Foundation*

2022 ECONOMIC UPDATE

Chris Kuehl *Armada Corporate Intelligence*

SUSTAINABILITY FOR BUILDERS

Allan Merrill *CEO, Beazer Homes*

TUESDAY, MAY 3

Habitat for Humanity Affiliate with Lowest HERS Index Score

Edwin Hensley, Habitat for Humanity International | Bob Ryley, Director of Construction | Elizabeth Hardy Wade, Director of Land Acquisition & Project Development | Wendy Cullinan, President and CEO from Cape Cod Habitat for Humanity

Cross Border Challenge Awards Ceremony

John Godden, ClearSphere | Paul Lowes, Art Rubino, Virginia Costantini, and Wilber Vigil, Regal Crest Homes | Paul Erhardt, Mandalay Homes | Steve Baden, RESNET

Water: A Critical Issue – A Critical Time

Ryan Meres, RESNET | Jacob Atalla, KB Home | Jonah Schein, EPA WaterSense

HERS as a Texas Energy Option - Texas HB 3215

Valerie Briggs, RESNET | Kathy Howard, Burgess Construction Consultants | James Rodriguez, Fox Energy Specialists

WEDNESDAY, MAY 4

An Exciting Emerging Opportunity: Green Bonds and ESG Reporting

Laurel Elam, RESNET | Kathleen Reuther, Freddie Mac | Matt Cooper, PEG | Jacob Atalla, KB Home

RESNET's Development of the New Carbon/Time of Use Home Rating Index - What It Means to the HERS Industry

David Goldstein, NRDC | Philip Fairey, FSEC Energy Research Center | John Taylor, Energy Consortium for Energy Efficiency

Introducing the RESNET Emerging Leadership Council New Chair, Dylan Tindall, The Goals for the Council and the 2022 Fellows

Dylan Tindall, New ELC Chairman

ENTERTAINMENT & TRIVIA

RATING BOOGIE BAND

DAILY NETWORKING OPPORTUNITIES

VIRTUAL EXHIBIT HALL

THURSDAY, MAY 5

Taking RESNET QA To the Next Level - Going Beyond the Gold Standard

Scott Doyle, Laurel Elam, & Billy Giblin, RESNET

Business Development Opportunity - ICC New IECC/HERS Compliance Specialist Certification

Mark Johnson, ICC | Chris McTaggart, BER

CEE Competition Award Winners

Alice Rosenberg and Kim Katz, CEE

Using the HERS Index to Value Green Homes

Sandra Adomatis, Appraisal Institute

Status of 45L Tax Credit and Residential Climate Legislation in Congress

Carl Chidlow, Winning Strategies Washington

Opportunities for Raters with the IECC/HERS Code Compliance Program

Ryan Meres, RESNET

#RESNET2022

Attachment E: Other Information

iv. US Income tax form 990

1022

Office Use Only: Fiscal Year

THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL

NON-PROFIT ORGANIZATIONS/PUBLIC CHARITIES DIVISION

ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

MAURA HEALEY
ATTORNEY GENERAL

(617) 727-2200, ext. 2101
www.mass.gov/ago/charities

Form PC

Report for the Fiscal Period: 07/01/2020 to 06/30/2021

AG Account #: 023932 Federal ID #: 22-2900430

Electronic Payment Confirmation #: 039015
Attach printout of electronic payment confirmation.

Electronic Payment Date: 2/8/22

When did the organization first engage in charitable work in Massachusetts? 06/16/1988

Has the organization applied for or been granted IRS tax exempt status? Yes No

If yes, date of application OR date of determination letter: 06/16/1988

IRS Exemption under 501(c): 3

If exempt under 501(c), are contributions to the organization tax deductible as charitable contributions? Yes No

Organization Data

Habitat for Humanity of Cape Cod

Name: Inc

Mailing Address: 411 Main Street, Suite 6

City: Yarmouth Port State: MA Zip: 02675

Phone Number: 508-362-3559 Fax Number: 508-362-3569

Email: pbrooks@habitatcapecod.org Website: www.habitatcapecod.org

In the table below, please enter the appropriate codes from the corresponding tables found in the instructions. Enter up to 2 codes from Table 3 for your organization's main purpose(s)

Category	Code	Category	Code
County (Table 1)	<u>1</u>	Organization Purpose Code 1	<u>30</u>
Type of Organization (Table 2)	<u>12</u>	Organization Purpose Code 2	<u>47</u>

Please check box if final return prior to dissolution:

Office Use Only: Payment Received

Habitat for Humanity of Cape Cod 22-2900430

1022

All questions must be completed in their entirety whether or not similar questions are answered in an attached federal form. See instructions and definition section for guidance.

1. On what date was the organization created? 06/16/1988
2. Where was the organization created? Massachusetts
3. What is the form of organization? (check one)

Corporation <input checked="" type="checkbox"/>	Testamentary Trust <input type="checkbox"/>
Unincorporated Association <input type="checkbox"/>	Inter Vivos Trust <input type="checkbox"/>

Other (please describe): _____

4. Was your organization related to any other organization(s) during the reporting year (see definition "Related Organization")? If yes, please complete the Schedule RO on pages 13 and 14. Yes No

5. Enter your summary of financial data:

	Financial Data	Amounts
A.	Contributions, gifts, grants, and similar amounts received	2,390,049
B.	Gross support and revenue	4,859,242
C.	Program services and similar amounts paid out	4,332,346
D.	Fundraising expenses	286,047
E.	Management and general expenses	410,935
F.	Payments to affiliates	
G.	Total expenses	5,029,328
H.	Net assets or fund balances at the end of the year	6,978,812

6. List the total compensation you provided to your five highest paid employees:

	Name/Title	Hrs/Week	Salary and Other Income	Benefit Plans	Other Compensation
1.	Wendy Cullinan President & CEO	40.00	117,908	9,514	
2.	Robert Ryley Constuction Director	40.00	93,389	2,796	
3.	Mary Campbell COO	40.00	83,892	2,484	
4.	Desmond McMahon Construction Suprvsr	40.00	65,981	14,411	
5.	Virginia Irving Dir of Resource Dev	40.00	76,729	2,301	

7. Was any compensation provided to any of the individuals listed in question 6 above which was not quantified in your response to 6? If yes, please provide explanation (attach separate sheet) Yes No

Habitat for Humanity of Cape Cod 22-2900430

1022

8. List the name, amount of compensation paid, and the nature of services rendered by each of the organization's five highest paid consultants providing professional services (e.g. attorneys, architects, accountants, management companies, investment advisors, professional solicitors, professional fundraising counsel).

	Name/Title	Amount of Compensation	Type(s) of Service
1.	Glivinski & Associates	30,180	Accounting
2.	JM O'Reilly & Associates, Inc.	28,016	Engineering
3.	Kate Mitchell & Associates	10,982	Legal
4.	Sanders, Walsh & Eaton CPA, LLC	8,750	Audit Services
5.	Christine Duren	8,223	Consultant

9. Bank(s) in which the organization's funds are deposited (include bank addresses and phone number):

Bank	Address	Phone Number
Eastern Bank	P.O. Box 391 Lynn MA 01903	800-327-8376
Cape Cod Five	514 Station Avenue South Yarmouth MA 02664	508-394-2000
The Cooperative Bank of Cape Cod	25 Benjamin Franklin Way Hyanis MA 02601	508-568-3400

10. What is the organization's accounting method? Cash Accrual
 Other (specify): _____

11. If organization's mailing address is a P.O. Box, list the organization's full street address:

Address: _____

City: _____ State: _____ Zip Code: _____

12. Contact Person Name: John Schoenherr

Street Address: 114 Chine Way

City: Osterville State: MA Zip Code: 02655

Phone Number: 508-362-3559

Habitat for Humanity of Cape Cod 22-2900430

1022

13. During the fiscal year reported here, did your organization solicit contributions or have funds solicited on its behalf? Yes No

14. At any time during the fiscal year following the year reported here, will your organization, or others acting on its behalf, solicit contributions? Yes No

If you answered yes to Question 13 or 14, you must complete Schedule A-1 and/or Schedule A-2 unless you are exempt from the solicitation certificate requirement.

15. If you are claiming an exemption from the solicitation certificate requirement, please indicate by checking the box to the right to identify which exemption applies to your organization.

a religious organization	<input type="checkbox"/>
an organization which: (a) does not raise more than \$5,000 during a calendar year OR does not receive contributions from more than ten persons during a calendar year; AND (b) carries out all of its activities, including fundraising, through unpaid volunteers. [The conditions at both (a) and (b) must be met for your organization to qualify for this exemption.]	<input type="checkbox"/>

16. Attach a list of names, addresses (street and/or mailing), and telephone numbers of other offices/chapters/branches/affiliates. **See Statement 1**

17. Attach a list of names, titles, and addresses (street and/or mailing) of officers, directors, trustees, and the principal salaried executives of organization. **See Statement 2**

18. Attach a list of name, titles, and addresses (street and/or mailing) of any individual(s) authorized to sign checks, and any individual(s) responsible for: custody of funds; distribution of funds; fundraising; and custody of financial records. **See Statement 3**

19. Has this organization or any of its officers, directors, employees or fundraisers solicited funds in any other state? Yes No
If you attach list of states where solicitation was conducted, including registered agency, dates of registration, registration numbers, any other names under which the organization was/is registered, and the dates and type (mail, telephone, door to door, special events, etc.) of the solicitation conducted.

Habitat for Humanity of Cape Cod 22-2900430

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20. Has this organization or any of its officers, directors, or employees:

If yes, please attach an explanation.

- (a) Been enjoined or otherwise prohibited by a government agency/court from operating or soliciting contributions? Yes No
- (b) Ever been refused registration or had its registration or tax exemption denied, suspended, modified or revoked by a governmental agency? Yes No
- (c) Been the subject of a proceeding regarding any solicitation or registration? Yes No
- (d) Entered into a voluntary agreement of compliance or consent judgment with, any government agency or in a case before a court or administrative agency? Yes No

21. Have any restrictions been removed during the year from donor-restricted funds?

If yes, please attach an explanation.

Yes No

22. Have donor-restricted funds been loaned to unrestricted funds?

If yes, please attach an explanation.

Yes No

23. This question involves "Termination of Employment or Changes of Control Compensatory Arrangements" with certain "Related Parties" (*see instructions and definition sections*). Report only if payments made or promised to any individual are in excess of four months salary or \$100,000, whichever dollar amount is less.

- (a) Did you make actual payments or otherwise transfer value under such an arrangement to any individual described in Related Party definition, sections (a) or (b), which payments are not reported in Question 6 or 7 above? Yes No
- (b) Do you have an agreement with any individual described in Related Party definition, sections (a) or (b), containing such an agreement? Yes No

If you answered yes for Question 23(a) or 23(b) above, please attach an explanation identifying the individual(s) involved, stating the amount of any payments made or value transferred, and describing the terms of each agreement.

Habitat for Humanity of Cape Cod 22-2900430

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24. This question applies to related party transactions, which include transactions with officers, directors, trustees, certain employees, relative, and organizations they own or control. Please consult the instructions and definition sections for the definition of a "Related Party" and "Indebtedness" before answering. Note that transactions involving related parties must be reported even when there is no accounting recognition (e.g. in-kind gifts, waiver or interest not otherwise reported).

If the answer to any part of Question 24 is yes, attach a schedule stating the name and address of the related party, the nature of the transaction, the value or the amounts involved in the transaction, and the procedure followed in authorizing the transaction.

During the year:		
A.	Has your organization sold or transferred assets to or purchased assets from or exchanged assets with a related party?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
B.	Has your organization leased assets to or leased assets from a related party?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
C.	Has your organization been indebted to a related party?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
D.	Has your organization allowed a related party to be indebted to it?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
E.	Has your organization made or held an investment in a related party?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
F.	Has your organization furnished goods, services, or facilities to a related party?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
G.	Has your organization acquired goods, services, or facilities from a related party who received compensation or other value in return?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
H.	Has your organization paid or became obligated to pay wages, salary, or other compensation to a related party?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
I.	Has your organization transferred income or assets to or for use by a related party?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
J.	Was your organization a party to any transaction in which any of its officers, directors, or trustees has a material financial interest, or did any officer, director or trustee receive anything of value not reported as compensation?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
K.	Has your organization invested in any corporate stock of a company in which any officer, director, or trustee owns more than 10% of the outstanding shares?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
L.	Is any property of the organization held in the name of or commingled with the property of any other person or organization?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
M.	Did your organization make a grant award or contribution to any other organization in which any of this organization's officers, directors or trustees has a relationship?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Habitat for Humanity of Cape Cod 22-2900430

1022

Signature Required

Under penalty of perjury, I declare that the information furnished in this report, including all attachments, is true and correct to the best of my knowledge.

Signature: *John Schoenherr* Date: 2-9-22

Printed Name: John Schoenherr

Title: Treasurer

Name of Preparer: Sanders, Walsh & Eaton, CPAs, LLC

Address PO Box F
Osterville, MA 02655

City _____ State _____ Zip Code _____

Phone Number 508-428-0790

Habitat for Humanity of Cape Cod 22-2900430

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**Schedule A-1
Solicitation Activities During Fiscal Year Covered By This Report**

List any names which will be used by the organization in connection with the solicitation of funds, other than the official name which appears on page 1.

Types of solicitation activities in which you expect to engage (check all that apply):

Mass Mailing	<input type="checkbox"/>	Via the Internet	<input checked="" type="checkbox"/>
Door-to-door	<input type="checkbox"/>	Raffle, beano, bingo or gaming event	<input checked="" type="checkbox"/>
Entertainment event	<input checked="" type="checkbox"/>	Sale of goods other than by telephone	<input checked="" type="checkbox"/>
Telemarketing without sale of goods or ads	<input type="checkbox"/>	Individual Mailings	<input checked="" type="checkbox"/>
Telemarketing with sale of goods	<input type="checkbox"/>	Corporate solicitations	<input checked="" type="checkbox"/>
Telemarketing with sale of ads	<input type="checkbox"/>	Grant Proposals	<input checked="" type="checkbox"/>

Other (specify): _____

Identify the method or methods you expect to use for the fundraising (check all that apply):

Professional solicitor*	<input type="checkbox"/>	Own employees	<input checked="" type="checkbox"/>
Professional fundraising counsel*	<input type="checkbox"/>	Volunteers	<input checked="" type="checkbox"/>
Commercial co-venturer*	<input type="checkbox"/>		

* Provide applicable names and addresses:

Professional Solicitor Name: _____

Address _____

City _____ State _____ Zip Code _____

Professional Fundraising Counsel Name: _____

Address _____

City _____ State _____ Zip Code _____

Commercial Co-Venturer Name: _____

Address _____

City _____ State _____ Zip Code _____

Habitat for Humanity of Cape Cod 22-2900430

1022

Schedule A-1 ctd.

Solicitation Activities During Fiscal Year Covered By This Report

Identify the individuals who will have final responsibility for the charity's custody of contributions:

Name and Title: Peter Brooks Treasurer

Address 411 Main Street, Suite 6

City Yarmouth Port State MA Zip Code 02675

Name and Title: Wendy Cullinan President & CEO

Address 411 Main Street, Suite 6

City Yarmouth Port State MA Zip Code 02675

Name and Title:

Address

City State Zip Code

Identify the individuals who will have final responsibility for the charity's distribution of contributions:

Name and Title: Peter Brooks Treasurer

Address 411 Main Street, Suite 6

City Yarmouth Port State MA Zip Code 02675

Name and Title: Wendy Cullinan President & CEO

Address 411 Main Street, Suite 6

City Yarmouth Port State MA Zip Code 02675

Name and Title:

Address

City State Zip Code

Habitat for Humanity of Cape Cod 22-2900430

1022

Schedule A-2

Solicitation Activities Planned for Fiscal Year Which Follows the Reporting Year

List any names which will be used by the organization in connection with the solicitation of funds, other than the official name which appears on page 1.

Types of solicitation activities in which you expect to engage (check all that apply):

Mass Mailing	<input type="checkbox"/>	Via the Internet	<input checked="" type="checkbox"/>
Door-to-door	<input type="checkbox"/>	Raffle, beano, bingo or gaming event	<input checked="" type="checkbox"/>
Entertainment event	<input checked="" type="checkbox"/>	Sale of goods other than by telephone	<input checked="" type="checkbox"/>
Telemarketing without sale of goods or ads	<input type="checkbox"/>	Individual Mailings	<input checked="" type="checkbox"/>
Telemarketing with sale of goods	<input type="checkbox"/>	Corporate solicitations	<input checked="" type="checkbox"/>
Telemarketing with sale of ads	<input type="checkbox"/>	Grant Proposals	<input checked="" type="checkbox"/>

Other (specify): _____

Identify the method or methods you expect to use for the fundraising (check all that apply):

Professional solicitor*	<input type="checkbox"/>	Own employees	<input checked="" type="checkbox"/>
Professional fundraising counsel*	<input type="checkbox"/>	Volunteers	<input checked="" type="checkbox"/>
Commercial co-venturer*	<input type="checkbox"/>		

* Provide applicable names and addresses:

Professional Solicitor Name: _____

Address _____

City _____ State _____ Zip Code _____

Professional Fundraising Counsel Name: _____

Address _____

City _____ State _____ Zip Code _____

Commercial Co-Venturer Name: _____

Address _____

City _____ State _____ Zip Code _____

Habitat for Humanity of Cape Cod 22-2900430
1022

Schedule A-2 ctd.

Solicitation Activities Planned for Fiscal Year Which Follows the Reporting Year

Identify the individuals who will have final responsibility for the charity's custody of contributions:

Name and Title: Peter Brooks Treasurer
Address 411 Main Street, Suite 6
City Yarmouth Port State MA Zip Code 02675

Name and Title: Wendy Cullinan President & CEO
Address 411 Main Street, Suite 6
City Yarmouth Port State MA Zip Code 02675

Name and Title: _____
Address _____
City _____ State _____ Zip Code _____

Identify the individuals who will have final responsibility for the charity's distribution of contributions:

Name and Title: Peter Brooks Treasurer
Address 411 Main Street, Suite 6
City Yarmouth Port State MA Zip Code 02675

Name and Title: Wendy Cullinan President & CEO
Address 411 Main Street, Suite 6
City Yarmouth Port State MA Zip Code 02675

Name and Title: _____
Address _____
City _____ State _____ Zip Code _____

Habitat for Humanity of Cape Cod 22-2900430

1022

Certification by Organization

Two different signatures required. Signers must be organization president or other authorized officer or trustee.

Under penalty of perjury, we declare that the information furnished in this report, including all attachments, is true and correct to the best of our knowledge.

Signature:  Date: 2-9-22

Printed Name: John Schoenherr

Title: Treasurer

Signature:  Date: 2-10-22

Printed Name: Wilburn Rhymer

Title: President

Habitat for Humanity of Cape Cod 22-2900430

1022

Schedule RO

1. Please read the instructions and definition of "Related Organization" carefully before completing this section.

(If you have more than five Related Organizations, please attach a list.)

Name: Habitat For Humanity International			Primary purpose or activity: Building affordable housing	
FYE	A. Donor restricted funds (-) liabilities	B. 3rd party restricted funds (-) liabilities	C. Unrestricted funds (-) liabilities	D. Total net assets (A+B+C)
06/30/2020	126,051,612		166,025,136	292,076,748

Name:			Primary purpose or activity:	
FYE	A. Donor restricted funds (-) liabilities	B. 3rd party restricted funds (-) liabilities	C. Unrestricted funds (-) liabilities	D. Total net assets (A+B+C)

Name:			Primary purpose or activity:	
FYE	A. Donor restricted funds (-) liabilities	B. 3rd party restricted funds (-) liabilities	C. Unrestricted funds (-) liabilities	D. Total net assets (A+B+C)

Name:			Primary purpose or activity:	
FYE	A. Donor restricted funds (-) liabilities	B. 3rd party restricted funds (-) liabilities	C. Unrestricted funds (-) liabilities	D. Total net assets (A+B+C)

Name:			Primary purpose or activity:	
FYE	A. Donor restricted funds (-) liabilities	B. 3rd party restricted funds (-) liabilities	C. Unrestricted funds (-) liabilities	D. Total net assets (A+B+C)

Habitat for Humanity of Cape Cod 22-2900430

1022

Schedule RO ctd.

2. List the total compensation paid by your organization and/or any other related organization to your chief executive (e.g., executive director) and to the four other current or former directors, trustees, officers, or employees within the system of related organizations identified at question 1, above, receiving the highest aggregate compensation (see instructions). Use additional lines below to itemize by compensation source.

Name: Wendy Cullinan		Title: Executive Director	
Income Source:	Salary and Other Income:	Benefits Plan:	Other Compensation
Habitat for Humanity of Cape C	117,908	9,514	

Name:		Title:	
Income Source:	Salary and Other Income:	Benefits Plan:	Other Compensation

Name:		Title:	
Income Source:	Salary and Other Income:	Benefits Plan:	Other Compensation

Name:		Title:	
Income Source:	Salary and Other Income:	Benefits Plan:	Other Compensation

Name:		Title:	
Income Source:	Salary and Other Income:	Benefits Plan:	Other Compensation

3. Is asset and/or compensation information for religious organizations and/or certain non-charitable entities related to foundations excluded pursuant to instructions? Yes No

Massachusetts Statements

Statement 1 - Form PC, Page 4, Line 16 - List of Other Offices / Chapters / Branches / Affiliates

Name	Address	City	State	Zip	Phone Number
Restore	28 Whites Path	South Yarmouth	MA	02664	508-394-6400

Statement 2 - Form PC, Page 4, Line 17 - Officers, Directors, Trustees, and Principal Salaried Executives

Name	Title	Address	City	State	Zip Code
Wilburn Rhymer	Chairman	16 Poplar Lane	Brewster	MA	02631
Peter Kimball	Vice Chairma	5 Namskaket Rd	Orleans	MA	02653
John Schoenherr	Treasurer	114 Chine Way	Osterville	MA	02655
Jamie Carey	Clerk	230 Old Main Road	Falmouth	MA	02556
Josh Jalbert	Assist Clerk	237 Old Bass River Rd	South Dennis	MA	02660
Matthew Anderson	Director	241 Route 6A	East Sandwich	MA	02537
Warren Brodie	Director	2 Salt Hay Road	Waquoit	MA	02536
Michael Duffany	Director	200 Palmer Ave	Falmouth	MA	02540
David Freelund	Director	42 Stanley Way	Centerville	MA	02632
Steven Jenney	Director	5 Lancaster Rd	West Barnstable	MA	02668
Lynn Johnson	Director	235 Lothrop Ave	Harwich	MA	02645
Sue Partridge	Director	18 Noreast Lane	Plymouth	MA	02360

Massachusetts Statements

Statement 2 - Form PC, Page 4, Line 17 - Officers, Directors, Trustees, and Principal Salaried Executives (continued)

Name	Title	Address	City	State	Zip Code
Matt Pitta	Director	175 Gilbert Lane	Harwich Port	MA	02646
Cindy Roth	Director	141 Harwich Rd	Orleans	MA	02662
Leslie Schneeberger	Director	403 Main Street	Chatham	MA	02633
Melissa Wheeler	Director	13 Yellow Brick Road	Truro	MA	02652

Statement 3 - Form PC, Page 4, Line 18 - Individuals Authorized to Sign Checks or Responsible for Funds

Name	Title	Address	City	State	Zip
Wendy Cullinan	Executive Director	411 Main Street, Suite 6	Yarmouth Port	MA	02675
Wilburn Rhymmer	President	411 Main Street, Suite 6	Yarmouth Port	MA	02675
John Schoenherr	Treasurer	411 Main Street, Suite 6	Yarmouth Port	MA	02675

Statement 4 - Form PC, Page 4, Line 19 - States Where Solicitation Conducted

Description

Question 24G: Aquired services or facilities from related party.

Name: Law Office of Warren Brodie

Address: 2 Salt Hay Road, Waquoit, MA, 02536

Nature of transaction: Provided legal services for HHCC and is on the board of directors.

Amount: \$445.55

Procedure to authorize: Board approval

Form **990**

Return of Organization Exempt From Income Tax

OMB No. 1545-0047

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

2020
Open to Public Inspection

Department of the Treasury
Internal Revenue Service

▶ Do not enter social security numbers on this form as it may be made public.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

A For the 2020 calendar year, or tax year beginning **07/01/20**, and ending **06/30/21**

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization Habitat for Humanity of Cape Cod Inc Doing business as Number and street (or P.O. box if mail is not delivered to street address) Room/suite 411 Main Street, Suite 6 City or town, state or province, country, and ZIP or foreign postal code Yarmouth Port MA 02675	D Employer identification number 22-2900430 E Telephone number 508-362-3559 G Gross receipts \$ 6,055,181
F Name and address of principal officer: Wilburn Rhymer 16 Poplar Lane Brewster MA 02631		H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. See instructions
J Website: ▶ www.habitatcapecod.org		H(c) Group exemption number ▶
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶		L Year of formation: 1988 M State of legal domicile: MA
Part I Summary		

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: The mission of Habitat for Humanity of Cape Cod is to build homes, hope, lives and community on Cape Cod in partnership with families in need.		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	16
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	16
	5 Total number of individuals employed in calendar year 2020 (Part V, line 2a)	5	31
	6 Total number of volunteers (estimate if necessary)	6	600
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
	b Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0
Revenue		Prior Year	Current Year
	8 Contributions and grants (Part VIII, line 1h)	2,220,873	2,390,049
	9 Program service revenue (Part VIII, line 2g)	544,750	1,451,250
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	16,369	20,118
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	581,876	1,012,646
	12 Total revenue – add lines 8 through 11 (must equal Part VIII, column (A), line 12)	3,363,868	4,874,063
Expenses			
	13 Grants and similar amounts paid (Part IX, column (A), lines 1–3)		0
	14 Benefits paid to or for members (Part IX, column (A), line 4)		0
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	915,961	1,001,631
	16a Professional fundraising fees (Part IX, column (A), line 11e)		0
	b Total fundraising expenses (Part IX, column (D), line 25) ▶ 286,047		
	17 Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	1,671,610	4,027,697
	18 Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	2,587,571	5,029,328
	19 Revenue less expenses. Subtract line 18 from line 12	776,297	-155,265
Net Assets or Fund Balances		Beginning of Current Year	End of Year
	20 Total assets (Part X, line 16)	8,564,651	8,289,333
	21 Total liabilities (Part X, line 26)	1,529,839	1,310,521
	22 Net assets or fund balances. Subtract line 21 from line 20	7,034,812	6,978,812

Part II Signature Block
 Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer John Schoenherr Type or print name and title	Date _____			
Paid Preparer Use Only	Print/Type preparer's name Joseph F. McGee, CPA	Preparer's signature Joseph F. McGee, CPA	Date 02/02/22	Check <input type="checkbox"/> if self-employed	PTIN P01584870
	Firm's name ▶ Sanders, Walsh & Eaton, CPAs, LLC	Firm's EIN ▶ 84-1894608			
	Firm's address ▶ PO Box F Osterville, MA 02655	Phone no. 508-428-0790			

May the IRS discuss this return with the preparer shown above? See instructions Yes No
 For Paperwork Reduction Act Notice, see the separate instructions. Form **990** (2020)
 DAA

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission:

The mission of Habitat for Humanity of Cape Cod is to build homes, hope, lives and community on Cape Cod in partnership with families in need.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? Yes No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? Yes No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ **4,332,346** including grants of\$) (Revenue \$)

See Schedule O

4b (Code:) (Expenses \$ including grants of\$) (Revenue \$)

N/A

4c (Code:) (Expenses \$ including grants of\$) (Revenue \$)

N/A

4d Other program services (Describe on Schedule O.)

(Expenses \$ including grants of\$) (Revenue \$)

4e Total program service expenses **4,332,346**

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	<input checked="" type="checkbox"/>	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> (see instructions)?	<input checked="" type="checkbox"/>	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>		<input checked="" type="checkbox"/>
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>		<input checked="" type="checkbox"/>
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i>		<input checked="" type="checkbox"/>
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>		<input checked="" type="checkbox"/>
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>		<input checked="" type="checkbox"/>
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>		<input checked="" type="checkbox"/>
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>		<input checked="" type="checkbox"/>
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? <i>If "Yes," complete Schedule D, Part V</i>	<input checked="" type="checkbox"/>	
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>	<input checked="" type="checkbox"/>	
b Did the organization report an amount for investments—other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>		<input checked="" type="checkbox"/>
c Did the organization report an amount for investments—program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>		<input checked="" type="checkbox"/>
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>	<input checked="" type="checkbox"/>	
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>	<input checked="" type="checkbox"/>	
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>		<input checked="" type="checkbox"/>
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>	<input checked="" type="checkbox"/>	
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>		<input checked="" type="checkbox"/>
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>		<input checked="" type="checkbox"/>
14a Did the organization maintain an office, employees, or agents outside of the United States?		<input checked="" type="checkbox"/>
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>		<input checked="" type="checkbox"/>
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>		<input checked="" type="checkbox"/>
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>		<input checked="" type="checkbox"/>
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I</i> See instructions		<input checked="" type="checkbox"/>
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>	<input checked="" type="checkbox"/>	
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>	<input checked="" type="checkbox"/>	
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>		<input checked="" type="checkbox"/>
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>		<input checked="" type="checkbox"/>

Part IV Checklist of Required Schedules (continued)

		Yes	No
22	Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i>		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i>		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i>		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i>		X
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part II</i>		X
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i>		X
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions, for applicable filing thresholds, conditions, and exceptions):		
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? <i>If "Yes," complete Schedule L, Part IV</i>	X	
b	A family member of any individual described in line 28a? <i>If "Yes," complete Schedule L, Part IV</i>		X
c	A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? <i>If "Yes," complete Schedule L, Part IV</i>		X
29	Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i>	X	
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i>		X
34	Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i>		
36	Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i>		X
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? Note: All Form 990 filers are required to complete Schedule O.	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

		Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable		
		1a	20
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		
		1b	0
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		
		1c	

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

		Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
	2a		31
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? <i>Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)</i>	X	
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?		X
b	If "Yes," has it filed a Form 990-T for this year? <i>If "No" to line 3b, provide an explanation on Schedule O</i>		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
b	If "Yes," enter the name of the foreign country <i>See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).</i>		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		X
d	If "Yes," indicate the number of Forms 8282 filed during the year		7d
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		X
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		X
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966?		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12	10a	
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders	11a	
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a	
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? <i>Note: See the instructions for additional information the organization must report on Schedule O.</i>	13a	
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c	Enter the amount of reserves on hand	13c	
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a	X
b	If "Yes," has it filed a Form 720 to report these payments? <i>If "No," provide an explanation on Schedule O</i>	14b	
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? <i>If "Yes," see instructions and file Form 4720, Schedule N.</i>	15	X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? <i>If "Yes," complete Form 4720, Schedule O.</i>	16	X

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI

Section A. Governing Body and Management

		Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.	16	
b	Enter the number of voting members included on line 1a, above, who are independent	16	
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?		X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?		X
6	Did the organization have members or stockholders?		X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?		X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
a	The governing body?	X	
b	Each committee with authority to act on behalf of the governing body?	X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O		X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
10a	Did the organization have local chapters, branches, or affiliates?		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?		X
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
12a	Did the organization have a written conflict of interest policy? If "No," go to line 13	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done	X	
13	Did the organization have a written whistleblower policy?	X	
14	Did the organization have a written document retention and destruction policy?	X	
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
a	The organization's CEO, Executive Director, or top management official	X	
b	Other officers or key employees of the organization	X	
	If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).		
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?		

Section C. Disclosure

- 17 List the states with which a copy of this Form 990 is required to be filed **MA**
- 18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
 Own website Another's website Upon request Other (explain on Schedule O)
- 19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20 State the name, address, and telephone number of the person who possesses the organization's books and records **▶**
John Schoenherr
Osterville
114 Chine Way
MA 02655
508-362-3559

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former** directors or trustees that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations. See instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) Wilburn Rhymer Chairman	2.00 0.00	X		X				0	0	0
(2) Peter Kimball Vice Chairman	2.00 0.00	X		X				0	0	0
(3) John Schoenherr Treasurer	2.00 0.00	X		X				0	0	0
(4) Jamie Carey Clerk	2.00 0.00	X		X				0	0	0
(5) Josh Jalbert Assist Clerk	2.00 0.00	X		X				0	0	0
(6) Matthew Anderson Director	1.00 0.00	X						0	0	0
(7) Warren Brodie Director	1.00 0.00	X						0	0	0
(8) Michael Duffany Director	1.00 0.00	X						0	0	0
(9) David Freelund Director	1.00 0.00	X						0	0	0
(10) Steven Jenney Director	1.00 0.00	X						0	0	0
(11) Lynn Johnson Director	1.00 0.00	X						0	0	0

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(12) Sue Partridge	1.00									
Director	0.00	X					0	0	0	
(13) Matt Pitta	1.00									
Director	0.00	X					0	0	0	
(14) Cindy Roth	1.00									
Director	0.00	X					0	0	0	
(15) Leslie Schneeberger	1.00									
Director	0.00	X					0	0	0	
(16) Melissa Wheeler	1.00									
Director	0.00	X					0	0	0	
(17) Wendy Cullinan	40.00									
President & CEO	0.00				X		117,908	0	9,514	
1b Subtotal							117,908		9,514	
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)							117,908		9,514	

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **1**

	Yes	No
3 Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If "Yes," complete Schedule J for such individual		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If "Yes," complete Schedule J for such person		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **0**

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a					
	b Membership dues	1b					
	c Fundraising events	1c					
	d Related organizations	1d					
	e Government grants (contributions)	1e	234,035				
	f All other contributions, gifts, grants, and similar amounts not included above	1f	2,156,014				
	g Noncash contributions included in lines 1a-1f	1g	\$ 425,526				
	h Total. Add lines 1a-1f		2,390,049				
Program Service Revenue	2a Habitat Housing Program sales	Business Code 236000	1,451,250	1,451,250			
	b						
	c						
	d						
	e						
	f All other program service revenue						
	g Total. Add lines 2a-2f		1,451,250				
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)		5,297			5,297	
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties						
	6a Gross rents	6a	(i) Real (ii) Personal				
		b Less: rental expenses	6b				
		c Rental inc. or (loss)	6c				
	d Net rental income or (loss)						
	7a Gross amount from sales of assets other than inventory	7a	(i) Securities (ii) Other	81,461	4,427		
		b Less: cost or other basis and sales exps.	7b	71,067			
		c Gain or (loss)	7c	10,394	4,427		
		d Net gain or (loss)		14,821	10,394		4,427
	8a Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18	8a		86,835			
		b Less: direct expenses	8b	43,856			
		c Net income or (loss) from fundraising events		42,979			
9a Gross income from gaming activities. See Part IV, line 19	9a		54,939				
	b Less: direct expenses	9b	7,688				
	c Net income or (loss) from gaming activities		47,251	47,251			
10a Gross sales of inventory, less returns and allowances	10a		1,501,975				
	b Less: cost of goods sold	10b	1,058,507				
	c Net income or (loss) from sales of inventory		443,468	443,468			
Miscellaneous Revenue	11a PPP Forgiven Loan	Business Code	296,920	296,920			
	b Amort of Discounts on mortgag		115,584	115,584			
	c Miscellaneous revenue		63,180	63,180			
	d All other revenue		3,264	3,264			
	e Total. Add lines 11a-11d		478,948				
12 Total revenue. See instructions		4,874,063	2,431,311	0	9,724		

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	846,948	483,983	173,244	189,721
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	75,854	47,457	8,317	20,080
10 Payroll taxes	78,829	20,465	27,857	30,507
11 Fees for services (nonemployees):				
a Management				
b Legal	28,479	28,479		
c Accounting	29,460		29,460	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)	5,265	5,265		
12 Advertising and promotion	5,865	5,865		
13 Office expenses	57,930	30,738	7,566	19,626
14 Information technology	16,247		16,247	
15 Royalties				
16 Occupancy	60,809	36,485	12,162	12,162
17 Travel	14,923	14,923		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest	20,062	20,062		
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	28,232	15,528	12,704	
23 Insurance	42,186	35,858	4,219	2,109
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a Building Material Costs	3,490,652	3,490,652		
b Tithe - (National Dues)	107,318		107,318	
c Miscellaneous In-kind Exp	30,188	24,150	3,019	3,019
d Bad Debt Expense	17,704	14,164	1,770	1,770
e All other expenses	72,377	58,272	7,052	7,053
25 Total functional expenses. Add lines 1 through 24e	5,029,328	4,332,346	410,935	286,047
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
Assets	1 Cash—non-interest-bearing	1,169,982	1	2,571,133
	2 Savings and temporary cash investments		2	
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net		4	
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net	1,845,624	7	1,666,144
	8 Inventories for sale or use	17,696	8	11,840
	9 Prepaid expenses and deferred charges	35,247	9	106,516
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 377,941		
	b Less: accumulated depreciation	10b 189,368	216,805	10c 188,573
	11 Investments—publicly traded securities		11	
	12 Investments—other securities. See Part IV, line 11		12	
	13 Investments—program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11	5,279,297	15	3,745,127
16 Total assets. Add lines 1 through 15 (must equal line 33)	8,564,651	16	8,289,333	
Liabilities	17 Accounts payable and accrued expenses	221,454	17	327,895
	18 Grants payable		18	
	19 Deferred revenue		19	
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23 Secured mortgages and notes payable to unrelated third parties	398,740	23	499,868
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	909,645	25	482,758
	26 Total liabilities. Add lines 17 through 25	1,529,839	26	1,310,521
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	6,548,278	27	6,101,959
	28 Net assets with donor restrictions	486,534	28	876,853
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building, or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds		31	
	32 Total net assets or fund balances	7,034,812	32	6,978,812
33 Total liabilities and net assets/fund balances	8,564,651	33	8,289,333	

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	4,874,063
2	Total expenses (must equal Part IX, column (A), line 25)	2	5,029,328
3	Revenue less expenses. Subtract line 2 from line 1	3	-155,265
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	7,034,812
5	Net unrealized gains (losses) on investments	5	42,876
6	Donated services and use of facilities	6	56,389
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	6,978,812

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

	Yes	No
1 Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
b Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	X	
c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	X	
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		X
b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits		

SCHEDULE A
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2020

Open to Public
Inspection

Name of the organization Habitat for Humanity of Cape Cod Inc	Employer identification number 22-2900430
---	---

Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 A church, convention of churches, or association of churches described in section 170(b)(1)(A)(i).
- 2 A school described in section 170(b)(1)(A)(ii). (Attach Schedule E (Form 990 or 990-EZ).)
- 3 A hospital or a cooperative hospital service organization described in section 170(b)(1)(A)(iii).
- 4 A medical research organization operated in conjunction with a hospital described in section 170(b)(1)(A)(iii). Enter the hospital's name, city, and state:
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in section 170(b)(1)(A)(iv). (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in section 170(b)(1)(A)(v).
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 8 A community trust described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 9 An agricultural research organization described in section 170(b)(1)(A)(ix) operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university:
- 10 An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See section 509(a)(2). (Complete Part III.)
- 11 An organization organized and operated exclusively to test for public safety. See section 509(a)(4).
- 12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See section 509(a)(3). Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. You must complete Part IV, Sections A and B.
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). You must complete Part IV, Sections A and C.
 - c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). You must complete Part IV, Sections A, D, and E.
 - d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). You must complete Part IV, Sections A and D, and Part V.
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
 - f Enter the number of supported organizations
 - g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)
 (Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	1,771,757	2,553,112	2,038,180	2,220,873	2,390,049	10,973,971
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3	1,771,757	2,553,112	2,038,180	2,220,873	2,390,049	10,973,971
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						129,851
6 Public support. Subtract line 5 from line 4						10,844,120

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
7 Amounts from line 4	1,771,757	2,553,112	2,038,180	2,220,873	2,390,049	10,973,971
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	5,504	7,611	8,233	6,832	5,297	33,477
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						11,007,448
12 Gross receipts from related activities, etc. (see instructions)					12	11,344,005
13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

14 Public support percentage for 2020 (line 6, column (f) divided by line 11, column (f))	14	98.52%
15 Public support percentage from 2019 Schedule A, Part II, line 14	15	99.75%
16a 33 1/3% support test—2020. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization <input checked="" type="checkbox"/>		
b 33 1/3% support test—2019. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
17a 10%-facts-and-circumstances test—2020. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
b 10%-facts-and-circumstances test—2019. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions <input type="checkbox"/>		

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						
14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

15 Public support percentage for 2020 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2019 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2020 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2019 Schedule A, Part III, line 17	18	%

- 19a **33 1/3% support tests—2020.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization
- b **33 1/3% support tests—2019.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization
- 20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer lines 3b and 3c below.</i>		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.</i>		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
b Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
c Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer line 10b below.</i>		
b Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described in lines 11b and 11c below, the governing body of a supported organization?	11a	
b A family member of a person described in line 11a above?	11b	
c A 35% controlled entity of a person described in line 11a or 11b above? If "Yes" to line 11a, 11b, or 11c, provide detail in Part VI.	11c	

Section B. Type I Supporting Organizations

	Yes	No
1 Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.	1	
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.	2	

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).	1	

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1	
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).	2	
3 By reason of the relationship described in line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.	3	

Section E. Type III Functionally-Integrated Supporting Organizations

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).			
a <input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.			
b <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.			
c <input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a governmental entity (see instructions).			
2 Activities Test. Answer lines 2a and 2b below.		Yes	No
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.	2a		
b Did the activities described in line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.	2b		
3 Parent of Supported Organizations. Answer lines 3a and 3b below.			
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? If "Yes" or "No," provide details in Part VI.	3a		
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.	3b		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A – Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	
Section B – Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	
Section C – Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D – Distributions	Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required—provide details in Part VI)	
6 Other distributions (describe in Part VI). See instructions.	
7 Total annual distributions. Add lines 1 through 6.	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	
9 Distributable amount for 2020 from Section C, line 6	
10 Line 8 amount divided by line 9 amount	

Section E – Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2020	(iii) Distributable Amount for 2020
1 Distributable amount for 2020 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2020 (reasonable cause required—explain in Part VI). See instructions.			
3 Excess distributions carryover, if any, to 2020			
a From 2015			
b From 2016			
c From 2017			
d From 2018			
e From 2019			
f Total of lines 3a through 3e			
g Applied to underdistributions of prior years			
h Applied to 2020 distributable amount			
i Carryover from 2015 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4 Distributions for 2020 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2020 distributable amount			
c Remainder. Subtract lines 4a and 4b from line 4.			
5 Remaining underdistributions for years prior to 2020, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.			
6 Remaining underdistributions for 2020 Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.			
7 Excess distributions carryover to 2021. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2016			
b Excess from 2017			
c Excess from 2018			
d Excess from 2019			
e Excess from 2020			

**SCHEDULE D
(Form 990)**

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
▶ Attach to Form 990.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2020

Open to Public Inspection

Name of the organization Habitat for Humanity of Cape Cod Inc	Employer identification number 22-2900430
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Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?		<input type="checkbox"/> Yes <input type="checkbox"/> No
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?		<input type="checkbox"/> Yes <input type="checkbox"/> No

Part II Conservation Easements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

<input type="checkbox"/> Preservation of land for public use (for example, recreation or education)	<input type="checkbox"/> Preservation of a historically important land area
<input type="checkbox"/> Protection of natural habitat	<input type="checkbox"/> Preservation of a certified historic structure
<input type="checkbox"/> Preservation of open space	

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included in (a)	2c
d Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶

4 Number of states where property subject to conservation easement is located ▶

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?

Yes No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \$

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?

Yes No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1

(ii) Assets included in Form 990, Part X

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1

b Assets included in Form 990, Part X

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

- 3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):
- a Public exhibition
 - b Scholarly research
 - c Preservation for future generations
 - d Loan or exchange program
 - e Other
- 4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? Yes No

Part IV Escrow and Custodial Arrangements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? Yes No
- b If "Yes," explain the arrangement in Part XIII and complete the following table:
- | | Amount |
|---------------------------------------|--------|
| c Beginning balance | 1c |
| d Additions during the year | 1d |
| e Distributions during the year | 1e |
| f Ending balance | 1f |
- 2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? Yes No
- b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

Part V Endowment Funds.

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance	356,752	349,471	327,102	341,299	286,309
b Contributions					46,889
c Net investment earnings, gains, and losses	62,228	7,281	22,369	11,616	8,101
d Grants or scholarships					
e Other expenditures for facilities and programs	54,966			25,813	
f Administrative expenses					
g End of year balance	364,014	356,752	349,471	327,102	341,299

- 2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a Board designated or quasi-endowment ▶ %
 - b Permanent endowment ▶ **99.32** %
 - c Term endowment ▶ **0.68** %
- The percentages on lines 2a, 2b, and 2c should equal 100%.
- 3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- | | Yes | No |
|-----------------------------------|-----|----------|
| (i) Unrelated organizations | | X |
| (ii) Related organizations | | X |
- b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R? Yes No
- 3b Yes No
- 4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements		148,859	24,272	124,587
d Equipment		199,957	145,264	54,693
e Other		29,125	19,832	9,293
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				188,573

Part VII Investments – Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

Part VIII Investments – Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1) Homes under construction	2,218,371
(2) Barrows Road, Falmouth	340,000
(3) George Ryder Road Chatham	253,900
(4) Murray Lane Harwich	240,000
(5) 181 Route 6A - Truro	219,375
(6) 15 Quanset Rd, Orleans	200,000
(7) 1 Nauset Street Sandwich	120,100
(8) Habitat Forgivable Mortgage	65,970
(9) Accounts Receivable	61,526
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	3,745,127

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) CC5 Murray Ln Harwich 3080	186,066
(3) CC5 - Willett Way Falmouth 608306	99,519
(4) CC5 - Great Neck Mashpee 2466	71,490
(5) CW Escrow - HFH Mortgage	56,620
(6) CW Escrow - all other	40,040
(7) Quanset Rd Orleans 3110	27,790
(8) HOA Insurance Escrow	1,233
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	482,758

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.
 Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements		1	4,973,328
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:			
a	Net unrealized gains (losses) on investments	2a	42,876	
b	Donated services and use of facilities	2b	56,389	
c	Recoveries of prior year grants	2c		
d	Other (Describe in Part XIII.)	2d		
e	Add lines 2a through 2d		2e	99,265
3	Subtract line 2e from line 1		3	4,874,063
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b	Other (Describe in Part XIII.)	4b		
c	Add lines 4a and 4b		4c	
5	Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.)		5	4,874,063

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.
 Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements		1	5,085,717
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:			
a	Donated services and use of facilities	2a	56,389	
b	Prior year adjustments	2b		
c	Other losses	2c		
d	Other (Describe in Part XIII.)	2d		
e	Add lines 2a through 2d		2e	56,389
3	Subtract line 2e from line 1		3	5,029,328
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b	Other (Describe in Part XIII.)	4b		
c	Add lines 4a and 4b		4c	
5	Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.)		5	5,029,328

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

Part V, Line 4 - Intended Uses for Endowment Funds

Funds are to be expended to improve housing for families in need on Cape Cod, Massachusetts.

Part IX - Other Assets Continued

Description	Book Value
Great Neck Rd Mashpee	17,000
Security deposit	5,156
CW escrows receivable - non-HFH mtgs	3,889
Common Wall - Mortgage holder	-160

Part XI, Line 4b - Revenue Amounts Included on Return - Other

Part XIII Supplemental Information *(continued)*

Restore Expenses \$ 0

Part XII, Line 2d - Expense Amounts Included in Financials - Other

Restore Expenses \$ 0

**SCHEDULE G
(Form 990 or 990-EZ)**

Department of the Treasury
Internal Revenue Service

Supplemental Information Regarding Fundraising or Gaming Activities

Complete if the organization answered "Yes" on Form 990, Part IV, line 17, 18, or 19, or if the organization entered more than \$15,000 on Form 990-EZ, line 6a.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2020

Open to Public Inspection

Name of the organization

Habitat for Humanity of Cape Cod Inc

Employer identification number

22-2900430

Part I Fundraising Activities. Complete if the organization answered "Yes" on Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

1 Indicate whether the organization raised funds through any of the following activities. Check all that apply.

- a Mail solicitations
- b Internet and email solicitations
- c Phone solicitations
- d In-person solicitations
- e Solicitation of non-government grants
- f Solicitation of government grants
- g Special fundraising events

2a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? Yes No

b If "Yes," list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least \$5,000 by the organization.

	(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions?		(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in col. (i)	(vi) Amount paid to (or retained by) organization
			Yes	No			
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
Total					▶		

3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

.....

.....

.....

.....

Part II Fundraising Events. Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

		(a) Event #1	(b) Event #2	(c) Other events	(d) Total events
		<u>Ride for Homes</u> (event type)	<u>Other Fundraise</u> (event type)	<u>None</u> (total number)	(add col. (a) through col. (c))
Revenue	1 Gross receipts	72,878	13,957		86,835
	2 Less: Contributions				
	3 Gross income (line 1 minus line 2)	72,878	13,957		86,835
Direct Expenses	4 Cash prizes				
	5 Noncash prizes				
	6 Rent/facility costs				
	7 Food and beverages				
	8 Entertainment				
	9 Other direct expenses	33,752	10,104		43,856
	10 Direct expense summary. Add lines 4 through 9 in column (d)				43,856
	11 Net income summary. Subtract line 10 from line 3, column (d)				42,979

Part III Gaming. Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
		1 Gross revenue			54,939
Direct Expenses	2 Cash prizes				
	3 Noncash prizes				
	4 Rent/facility costs				
	5 Other direct expenses			7,688	7,688
	6 Volunteer labor	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
7 Direct expense summary. Add lines 2 through 5 in column (d)				7,688	
8 Net gaming income summary. Subtract line 7 from line 1, column (d)				47,251	

9 Enter the state(s) in which the organization conducts gaming activities: MA
 a Is the organization licensed to conduct gaming activities in each of these states? Yes No
 b If "No," explain:

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year? Yes No
 b If "Yes," explain:

SCHEDULE L
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Transactions With Interested Persons

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 25a, 25b, 26, 27, 28a, 28b, or 28c, or Form 990-EZ, Part V, line 38a or 40b.

▶ Attach to Form 990 or Form 990-EZ.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2020

Open To Public
Inspection

Name of the organization Habitat for Humanity of Cape Cod Inc	Employer identification number 22-2900430
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Part I Excess Benefit Transactions (section 501(c)(3), section 501(c)(4), and 501(c)(29) organizations only).
Complete if the organization answered "Yes" on Form 990, Part IV, line 25a or 25b, or Form 990-EZ, Part V, line 40b.

1	(a) Name of disqualified person	(b) Relationship between disqualified person and organization	(c) Description of transaction	(d) Corrected?	
				Yes	No
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					

2 Enter the amount of tax incurred by the organization managers or disqualified persons during the year under section 4958 ▶ \$ _____

3 Enter the amount of tax, if any, on line 2, above, reimbursed by the organization ▶ \$ _____

Part II Loans to and/or From Interested Persons.
Complete if the organization answered "Yes" on Form 990-EZ, Part V, line 38a or Form 990, Part IV, line 26; or if the organization reported an amount on Form 990, Part X, line 5, 6, or 22.

1	(a) Name of interested person	(b) Relationship with organization	(c) Purpose of loan	(d) Loan to or from the org.?		(e) Original principal amount	(f) Balance due	(g) In default?		(h) Approved by board or committee?		(i) Written agreement?	
				To	From			Yes	No	Yes	No	Yes	No
				(1)									
(2)													
(3)													
(4)													
(5)													
(6)													
(7)													
(8)													
(9)													
(10)													
Total							▶ \$ _____						

Part III Grants or Assistance Benefiting Interested Persons.
Complete if the organization answered "Yes" on Form 990, Part IV, line 27.

1	(a) Name of interested person	(b) Relationship between interested person and the organization	(c) Amount of assistance	(d) Type of assistance	(e) Purpose of assistance
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					
(7)					
(8)					
(9)					
(10)					

**SCHEDULE M
(Form 990)**

Noncash Contributions

OMB No. 1545-0047

2020

**Open To Public
Inspection**

Department of the Treasury
Internal Revenue Service

- ▶ Complete if the organizations answered "Yes" on Form 990, Part IV, lines 29 or 30.
- ▶ Attach to Form 990.
- ▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Name of the organization

**Habitat for Humanity of Cape Cod
Inc**

Employer identification number

22-2900430

Part I Types of Property

	(a) Check if applicable	(b) Number of contributions or items contributed	(c) Noncash contribution amounts reported on Form 990, Part VIII, line 1g	(d) Method of determining noncash contribution amounts
1 Art—Works of art				
2 Art—Historical treasures				
3 Art—Fractional interests				
4 Books and publications				
5 Clothing and household goods				
6 Cars and other vehicles				
7 Boats and planes				
8 Intellectual property				
9 Securities—Publicly traded				
10 Securities—Closely held stock				
11 Securities—Partnership, LLC, or trust interests				
12 Securities—Miscellaneous				
13 Qualified conservation contribution—Historic structures				
14 Qualified conservation contribution—Other				
15 Real estate—Residential				
16 Real estate—Commercial				
17 Real estate—Other				
18 Collectibles				
19 Food inventory				
20 Drugs and medical supplies				
21 Taxidermy				
22 Historical artifacts				
23 Scientific specimens				
24 Archeological artifacts				
25 Other ▶ (Blding Material)	X	1	10,042	
26 Other ▶ (Other)	X	1	41,484	
27 Other ▶ (Land)	X	1	374,000	
28 Other ▶ ()				

29 Number of Forms 8283 received by the organization during the tax year for contributions for which the organization completed Form 8283, Part IV, Donee Acknowledgement

29

	Yes	No
30a During the year, did the organization receive by contribution any property reported in Part I, lines 1 through 28, that it must hold for at least three years from the date of the initial contribution, and which isn't required to be used for exempt purposes for the entire holding period?		X
b If "Yes," describe the arrangement in Part II.		
31 Does the organization have a gift acceptance policy that requires the review of any nonstandard contributions?	X	
32a Does the organization hire or use third parties or related organizations to solicit, process, or sell noncash contributions?		X
b If "Yes," describe in Part II.		
33 If the organization didn't report an amount in column (c) for a type of property for which column (a) is checked, describe in Part II.		

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2020

Open to Public Inspection

Name of the organization	Habitat for Humanity of Cape Cod Inc	Employer identification number 22-2900430
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Form 990, Part I, Line 6

The Organization utilizes a large number of volunteers to assist in the construction of affordable homes. Volunteers also help out with the Organization's fundraising efforts.

Form 990, Part III, Line 4a - First Accomplishment

During fiscal year 2021, Habitat for Humanity of Cape Cod completed volunteer-construction, and sold eight homes in the towns of Brewster and Mashpee, each at an affordable price to a low income family with critical housing needs. Each home is deed restricted in perpetuity to remain affordable upon any resale. As well, with our many energy saving measures and solar panels, all homes achieved a net-zero, or close-to-zero "HERS" (Home Energy Ratings) rating, i.e. very energy efficient, making the homes even more affordable for the new homeowners. Habitat Cape Cod was notified by Habitat for Humanity International that we have the lowest "HERS" rating of all Habitat homes in the country. By the end of the fiscal year we were well into construction on two homes in Mashpee and one home in Orleans.

Meanwhile, the organization also focused on early phases of construction - site work and foundations - for six homes in Harwich and six homes in Falmouth. We also undertook permitting for three homes in Sandwich, two homes in Chatham, four homes in Falmouth and two homes in Brewster. Land acquisition and permitting activities were ongoing towards future projects in other towns.

Name of the organization

Employer identification number

Habitat for Humanity of Cape Cod

22-2900430

We were faced with the challenge of the Covid-19 Pandemic, price increases and material shortages, but our staff and volunteers are a strong team and we moved forward.

Our ReStores continued to perform beyond expectations and continued to raise significant funds for the work of Habitat, while promoting our mission, and engaging even more community volunteers. Habitat for Humanity of Cape Cod, Inc. continues to sustain its programs and community impact through a very diverse community-based fundraising strategy, and with the energetic involvement of many hundreds of volunteers and donors, who generously dedicate funds, time and diverse talents to furthering our mission.

Form 990, Part VI, Line 11b - Organization's Process to Review Form 990

All Board members receive a copy of Form 990. Form 990 is reviewed at a scheduled Board meeting in advance of its submission.

Form 990, Part VI, Line 12c - Enforcement of Conflicts Policy

Conflict of interest concerns are reviewed by the Board President, the Executive Director and the Chair of the Governance Committee to determine the appropriate disclosure and/or action required.

Form 990, Part VI, Line 15a - Compensation Process for Top Official

Compensation is set by independent persons, specifically a Board vote based upon the recommendation of the Human Resource Committee. Human Resources conducts a review of comparative salaries in not-for-profit organizations.

Name of the organization

Employer identification number

Habitat for Humanity of Cape Cod

22-2900430

Form 990, Part VI, Line 15b - Compensation Process for Officers

For key employees, compensation is set by independent persons, specifically a Board vote based upon the recommendation of the Human Resource Committee. Human Resources conducts a review of comparative salaries in not-for-profit organizations. There is no compensation for officers.

Form 990, Part VI, Line 19 - Governing Documents Disclosure Explanation

Governing documents are available to the public upon request.

Form 990, Part XI, Line 9 - Other Changes in Net Assets Explanation

Restore Expenses \$ 0

Restore Expenses \$ 0

Attachment E: Other Information

v. Non-collusion form

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Chief Executive Officer(s):

Name (print)

Name (print)

Wendy J. Cullinan

Signature

Title

Date

Signature

Title

Date

Attachment E: Other Information

vi. Support letters

Community Preservation Committee
C/O Town of Dennis
685 Route 134
South Dennis, MA 02660

Dear Members of the CPC committee,

I am writing to voice my support for Habitat for Humanity's effort to receive funding for their project on Setucket Road for 4 houses.

I am a 40-year resident of Dennis, and a longtime landlord with 6 year-round rentals in town. I accidentally came into contact with Habitat about 7 years ago. At that time, I was President of the local Harwich Dennis Rotary Club.

Subsequently, our club has become very involved with the organization. We participate in workdays on the home builds and provide grant money through the Rotary organization. Our members are very proud of our involvement. But even more proud of what Habitat has accomplished over the years. And personally, I have grown to admire the level of professionalism and commitment exhibited by the management staff of our local Habitat organization.

We all know that the housing shortage is a huge issue here in Dennis. This is what Habitat does. They have long time experience doing it, and they are very successful at what they do.

I ask that you please add your support to their efforts. Thank you.

With regard,

Brad Boyd

Brad Boyd
390 Main Street
South Dennis, MA 02660

*Wesley K. Blair, III
Rebecca S. Blair
41 Hippogriffe Road
P.O. Box 2009
Dennis, MA 02638*

April 30, 2022

Re: 401 Setucket Road, Dennis

Dear Town of Dennis Community Preservation Committee:

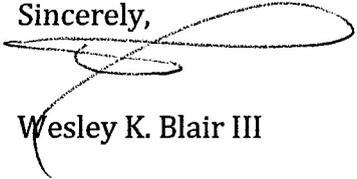
I am writing in support of Habitat for Humanity of Cape Cod's proposed development of 4 affordable single family homes at the site known as 401 Setucket Road in Dennis.

I have been a homeowner in Dennis for the past 17 years and have worked with Habitat on a number of projects. Over the years I have come to recognize Habitat as one of the premier builders of affordable housing on Cape Cod. They are well organized, with a large base of supporters and a highly professional staff who have made the Cape Cod chapter a very successful non-profit. The homes they build are of the highest quality and are architecturally designed to blend in with and complement the surrounding neighborhood.

We read about the affordable housing crisis on Cape Cod in the papers almost every day. Habitat is actively doing something about it, in a way that promotes dignity and pride of ownership in the families fortunate enough to be chosen for these homes.

I fully support their efforts with the Setucket site and hope that you will do the same.

Sincerely,



Wesley K. Blair III