



Sesame Street, Barnstable, Wallraising

**TOWN OF DENNIS
COMMUNITY PRESERVATION COMMITTEE
Habitat for Humanity Community Housing**

**Habitat for Humanity of Cape Cod, Inc.
May 5, 2017**



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

Frank Dahlstrom and Dorria DiManno, Co-Chairs

Dennis Community Preservation Committee

PO Box 2060 South Dennis, MA 02660

May 5, 2017

Dear Community Preservation Committee:

Thank you for the opportunity to submit a grant application to fund community housing in Dennis. Habitat for Humanity of Cape Cod, Inc. (a 501(c)3 organization) has significant experience permitting, building and selling affordable housing. We have built and sold 103 affordable Cape Cod homes to date, and look forward to building more. Habitat works in partnership with families in need to build homes, hope, lives and community.

Submission Date:	May 5, 2017
Project Title:	Habitat for Humanity Community Housing
Project Map/Parcel:	263-70 and 263-71 and 224-34-0
Estimate Start Date:	Wall-raising Fall 2018
Estimated Completion Date:	Family Move-In Fall 2019
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:	Leedara Zola, Land Acquisition & Permitting; 508-280-6144
E-mail:	lzola@habitatcapecod.org
Website:	www.habitatcapecod.org
Funding Requested:	\$150,000 (\$50,000/per home) for pre-development and construction
Synopsis:	Habitat for Humanity of Cape Cod, Inc. proposes to use our tried-and-true sweat equity and volunteer model to build two new affordable homes

Included in the following pages please find a Project Narrative, Timeline, Preliminary Budget/Pro Forma, Developer Experience, 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,
Leedara Zola

Leedara Zola, Land Acquisition and Permitting

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A - Project Information

Habitat for Humanity of Cape Cod, Inc. proposes to use our tried-and-true sweat equity and volunteer model to build three new affordable homes (a 1-bedroom and a 2-bedroom on 30 and 34 Janall Drive, and a 3-bedroom on 98 South Yarmouth Road, Dennis (see Exhibit E for Site and Building Information, including Maps and Photographs for Janall Drive, and Exhibit F for the same for South Yarmouth).

The 98 South Yarmouth Road property is town owned, and came to Habitat as the town issued a Request for Proposal (FRP) seeking an affordable housing developer (see Exhibit H for Board of Selectmen Award and Land Disposition Agreement. Habitat will be seeking permitting under the Town of Dennis Zoning Bylaw Section 4.9.2.4, Municipally Sponsored Housing Project. We are currently working on our submission materials, and anticipate being through permitting before Community Preservation reviews applications.

The Janall Drive land came to Habitat from a private developer, and was part of a Zoning Bylaw Section 4.9.2 Special Permit (See Exhibit G for Deed, Special Permit and original Subdivision Plan). The original subdivision plan was an 8 lot subdivision, with 2 lots for affordable homes. The lots were designed for 2 bedroom homes, and each home was to be serviced by an innovative/alternative (i/a) septic system. Habitat is working to reconfigure the two affordable lots, building a 2-bedroom and a 1-bedroom (instead of the two 2-bedrooms), so that we can avoid the i/a septic systems. An i/a system has significant ongoing maintenance costs and can be an unaffordable burden to a low income household. We are also eager to build a one bedroom home as the Town of Dennis has a high proportion of smaller households, and we feel the location (right behind the Senior Center) is a great fit for a smaller home.

The Habitat homes will be a Cape-style home for the 1-bedroom, and a ranch-style for the 2-bedroom and 3-bedroom (See Exhibit E and F for Preliminary Architectural Plans). Each home can be easily adaptable if a buyer-household has a disability that requires accommodation. In terms of efficiency, Habitat homes score advantageously on the HERS ratings. Our insulation meets and exceeds code standards, and we couple that with high efficiency air source heat pumps. We use sustainable and efficient building materials and practices whenever practical. Not only does this make our homes “greener” but it helps our buyer families with ongoing affordability, as utility costs are lowered. When possible we site all our homes with south facing roof planes to be able to use solar panels, although we cannot commit to solar installations until we have analyzed shade factor and secured funding.

The Habitat homes will be affordable in perpetuity and the affordability will be a Local Action Unit (LAU) through the Department of Housing and Community Development (DHCD) Local Initiative Program (LIP). Habitat will record both a DHCD Regulatory Agreement and a Local Initiative Program (LIP) Deed Rider (See Exhibit I for Sample Regulatory Agreement and Deed Rider). The homes will count on The Dennis DHCD Subsidized Housing Inventory (SHI). Habitat is an experienced and approved DHCD Marketing and Lottery Agent (See Exhibit J for Preliminary Marketing and Lottery Plan). The homes will be affordable to very-low income households; households earning at or less than 65% of Area Median Income. Home sale price will be at or around \$115,500 for the 1-bedroom, \$131,750 for the 2-bedroom, and \$147,500 for the 3-bedroom (prices may be adjusted slightly higher based on Area Median Income and calculations at time of marketing).

Habitat will work with our Dennis buyers and help them secure the very advantageous USDA Rural Development “502” mortgage (with subsidies that can result in an interest rate as low as 1%). If a qualified and selected buyer cannot access a USDA mortgage, Habitat would offer them a zero percent mortgage directly from Habitat. This means that, along with very affordable prices, our buyers pay extra affordable mortgages. The monthly PITI payment (principal, interest, taxes and insurance) will be at/around \$488, \$557 or \$624 (depending on home size/purchase price). Another added plus to the Habitat model is that as we can offer our own buyer-financing, we can guarantee that at time of lottery selection our families will be able to obtain a mortgage. See Exhibit K for pricing details.

Habitat for Humanity of Cape Cod will use our “sweat-equity” model to build the Dennis homes. With this model our selected purchaser-families partner with Habitat and devote 250 to 500 hours building their home 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.

Habitat also partners with our communities, seeking donations of materials, professional services, and labor. We strive to make our homes welcome in a neighborhood and to be good neighbors. Habitat works to create a collaborative spirit where a whole community can be actively involved in helping to address the affordable housing crisis.

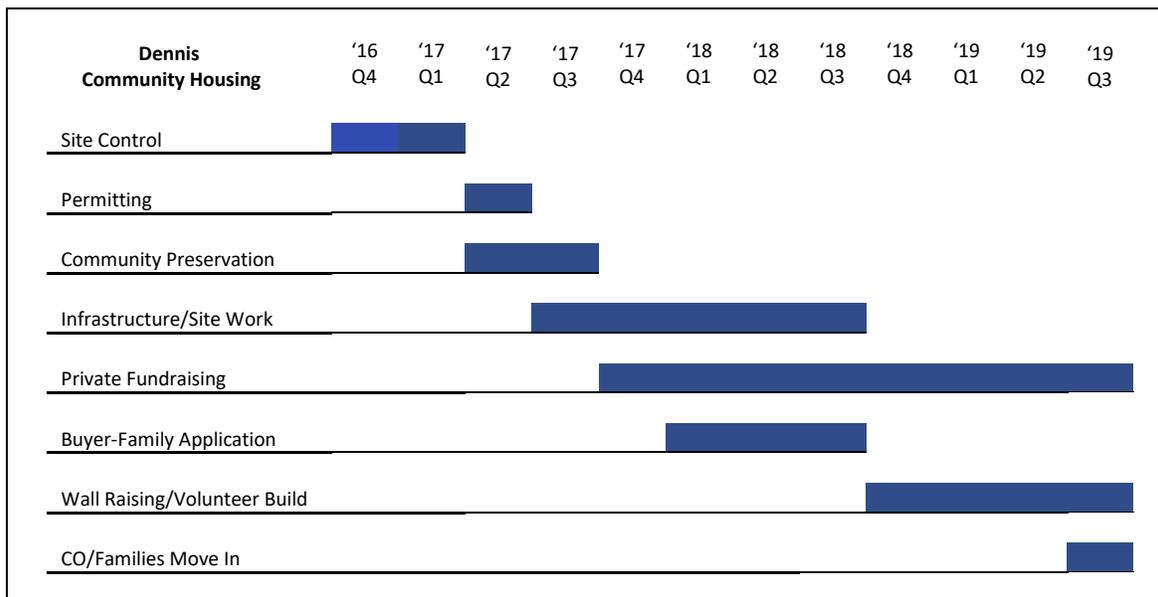
Habitat homes meet the goals and objectives of CPA as Habitat homes maintain the character of existing neighborhoods and increase the number of units in the affordable

housing inventory. Habitat homes fit within the Dennis Local Comprehensive Plan as they help the town meet the goal of providing fair, decent, safe affordable housing. Habitat is also specifically referenced in the Plan, Affordable Housing Chapter, Implementation section, item 5 which calls for the Town to encourage Habitat for Humanity and other non profit and private developers to construct and/or rehabilitate affordable housing units.

With quality, desirable single-family homes priced affordably, Habitat for Humanity creates homeownership opportunities for families at income levels not served by other affordability programs. We are an experienced developer, having created 103 affordable Cape Cod homes since our founding as an affiliate of Habitat for Humanity International in 1988. Habitat for Humanity of Cape Cod works in partnership with families in need to build homes, hope, lives and community.

B - Timeline

Late 2016/Early 2017	Site Control
Spring 2017	Habitat Submits for Permitting
Spring 2017	Habitat applies to Community Preservation
Summer 2017 – ongoing	Habitat Private Fundraising
2017-2018	Infrastructure/Site Work; Road; Foundations, Septic Systems
Early 2018	Open Buyer-Family Application Period
Fall 2018	Wall-raising
Fall 2018 on	Volunteer Build
Fall 2019	Closing; Affordable Deed Rider Recorded; Families Move In



Note: construction schedules are subject to change, and it is important for Habitat to keep some flexibility in our overall region-wide build plan. Based on other projects, funding timing and volunteer availability the above schedule may change.

C - Preliminary Project Budget / Pro Formas

Habitat for Humanity of Cape Cod - Dennis Draft ProFormas, May 2017

units 3
total sq ft 3040

	Per Unit	TOTAL
(a) Site Acquisition	\$0	\$0
Hard Costs:		
Excavation & Backfill	\$7,500	\$22,500
Septic	\$8,000	\$24,000
Water Line	\$1,800	\$5,400
Electric Line w/Pedestal	\$2,500	\$7,500
Driveways/Parking/Walks	\$6,500	\$19,500
Lawns & Planting	\$4,000	\$12,000
Other - wells	\$0	\$0
Sheds	\$2,600	\$7,800
(b) Total Site Work	\$32,900	\$98,700
Concrete	\$15,000	\$45,000
Framing Materials	\$34,000	\$102,000
Carpentry Labor	\$0	\$0
HVAC	\$16,000	\$48,000
Plumbing	\$10,000	\$30,000
Electric	\$9,000	\$27,000
Insulation	\$6,500	\$19,500
Blueboard/Plaster/Paint	\$5,200	\$15,600
Floor Covering	\$2,500	\$7,500
Millwork & Trim	\$4,000	\$12,000
Cabinets & Vanities	\$3,800	\$11,400
Appliances	\$2,000	\$6,000
Exterior Paint	\$0	\$0
Solar Install	\$24,000	\$72,000
(c) Total Construction	\$132,000	\$396,000
(d) Related Party GC (per DHCD Guidelines)		
Builder's OH/Gen Conditions (14%)	\$23,086	\$69,258
(e) Subtotal Hard Costs (a+b+c+d)	\$187,986	\$563,958
(f) Contingency (6%)	\$11,279	\$33,837
(g) total Hard Costs (e+f)	\$199,265	\$597,795

Habitat for Humanity of Cape Cod -Dennis Draft ProFormas, May 2017

Soft Costs:

	Per Unit	TOTAL
Permits/Fees	\$1,000	\$3,000
Printing/Copying	\$750	\$2,250
Architectural	\$1,000	\$3,000
Engineering	\$5,000	\$15,000
Legal	\$5,000	\$15,000
Bond Premium	\$0	\$0
Real Estate Taxes	\$0	\$0
Insurance	\$2,842	\$8,526
Construction Mgr/Site Supervision	\$18,000	\$54,000
Construction Interest (\$30k/unit, 18 mos)	\$2,025	\$6,075
Financing Application/Fees/Appraisal	\$250	\$750
Accounting	\$1,167	\$3,500
Marketing	\$5,921	\$17,764
Homeowner Ed & Volunteer Support	\$5,075	\$15,225
(h) Subtotal Soft Costs	\$48,030	\$144,090
(i) Contingency (6%)	\$2,882	\$8,645
(j) Total Soft Costs (h+i)	\$50,912	\$152,735
(k) SubTotal, Development (g+j)	\$250,177	\$750,531
Habitat Program/Developer Fee(12.5%)	\$31,272	\$93,816
TOTAL DEVELOPMENT COSTS	\$281,449	\$844,347
<u>Profit Analysis</u>		
Sources:		
Affordable Sales USDA Mortgage	\$131,583	\$394,750
Dev Equity/ Value HHCC mortgage		
Public Grants - CPC	\$50,000	\$150,000
CLC SREC program	\$12,000	\$36,000
Other Solar	\$12,000	\$36,000
FHLBB	\$30,000	\$90,000
HHCC Fundraising/Dev Equity	\$45,866	\$137,597
(A) Total Sources	\$281,449	\$844,347

D - Developer Experience



Habitat for Humanity of Cape Cod works in partnership with families in need to build homes, hope, lives and community.

Our Homes: Habitat for Humanity of Cape Cod has built 103 homes throughout the Cape Cod region since our founding as an affiliate of Habitat for Humanity International in 1988. As of the start of 2017, we have 21 open and active building permits, 4 about to be submitted, and the potential of 38 plus homes in pre-development, feasibility and permitting

Our Construction Team: Habitat for Humanity of Cape Cod 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 particular 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. Bob is a member of the Green Building Council and has been a driving force behind Habitat's efforts to reach 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 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 out on Saturdays, and participating on disaster relief trips with Habitat crews. **Roy Colby** joined the staff in 2015, when the affiliate's growth necessitated another Lead Carpenter to supervise and lead crews of volunteers at multiple jobs sites. Previously he had taught construction at Cape Cod Technical High School, and worked for many years as a carpenter in residential construction on Cape Cod. Mr. Colby had also been a Habitat volunteer before he joined the staff. All construction staff have the construction supervisors licenses.

Habitat is led by **Executive Director Vicki Goldsmith**, who brings over three decades of Cape Cod affordable housing experience to the team, and is well respected throughout the region. Habitat also has a strong staff that supports the breadth and depth of programs that make up the Habitat experience.

Habitat for Humanity of Cape Cod, Board of Directors

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.

Wil Rhymer

President - Wil is an Assistant Vice-President of Cape Cod Five Cents Savings, and the Wellfleet Branch Manager. In addition to his banking and finance expertise, he brings us his broad connections in the community, his experience and expertise with non-profit organizations and his enthusiasm for our mission and work. About his work with Habitat, Wil says, "It makes me smile when I see the smiles on the faces of families helped by Habitat who otherwise would not be able to own their own home. I hope to continue to play a part in bringing more smiles to Habitat families." Wil lives in Brewster.

Nancy Smith

Vice President - Nancy has spent 40 years as a consultant to the food ingredient industry, 22 of those years at Arthur D. Little, Inc., where she was vice president and managing director of the company's international consulting practice to the food, beverage and food ingredient industries. Currently, she is a partner of TFG (formerly The Food Group) a boutique consulting firm focused on the food ingredient industry. Her consulting activities focus on helping clients understand the critical interfaces among technology investment, business strategy and market opportunities. Nancy was a member of the Habitat for Humanity of Cape Cod's 25th gala event committee and has been a volunteer in the Habitat office helping in resource development. She splits her time between her homes in West Yarmouth and Waltham.

Linda Cebula

Treasurer - After attaining her license as a CPA, and having spent many years in the corporate world in major retailers, Linda started consulting with small businesses and individuals. Her practice includes financial management and administration, tax and audit preparation. Upon relocating to the Cape, she has served on the Habitat Finance Committee for the past 3 years and has been a construction volunteer for many years. In addition to Habitat, her community involvement includes: Harwich Board of Selectmen, Chatham Historical Society (Trustee and Treasurer), and Cape Women's Coalition (Co-Chair). She lives in Harwich Port with her husband, Robert MacCready, and their cats.

Peter Kimball

Clerk - Peter is president of AP Kimball Construction based in Yarmouth Port. He has more than 10 years of residential construction management and 30 years of business experience. Peter was team leader for Blitz Build 2013 in Orleans, where the Homebuilders and Remodelers Association of Cape Cod (HBRACC) built a Habitat home in one week. He currently serves on the Town of Yarmouth Old Kings Highway Historic Committee as well as President-Elect of HBRACC. Peter resides in Yarmouth Port with his wife and business partner, Angela.

Frank Almeida

Frank recently retired from 39 years of Federal Government service as a Fisheries Biologist and Administrator. For the past 10 years he was Director of the NOAA Fisheries science lab in Woods Hole, MA and Deputy Director of facilities in 6 northeastern states. Frank became active with Habitat as a construction volunteer on our 75th house in Orleans during 2011-2012. He has quickly become a valued regular on our sites and has chalked up many hours at the build sites. Frank lives in Falmouth.

Warren Brodie

Warren is the principal of Law Offices of Warren H. Brodie, P.C., a law firm with offices in Wellesley and Mashpee. Warren has been involved with Habitat since 2003 as a member of the Land Acquisition Committee, which seeks developable land and assist in obtaining all permits necessary for the construction of affordable homes. Warren presently chairs the committee, and has been involved in over 30 Habitat homes. Warren has also been active on builds, and he participated in Habitat's 2006 trip to the gulf region in the wake of Hurricane Katrina. Warren lives in Waquoit, MA.

Carol Forgione

Carol has 25+ years of experience as a business professional, with specialty in the field of Human Resources Management. She is currently the Director of Human Resources for the Nauset Regional School District, a position she has held for the past year. Prior to this role, Carol served as Vice President and Director of Human Resources for the Cape Cod Five Cents Savings Bank for nine years. She has also held similar roles for other local organizations over the past fifteen years since moving to Cape Cod from the Boston area in 2000. Carol earned her MBA from Rivier College in N.H., and a B.S. Degree in Business from the University of MA at Lowell, MA. Carol is active in the community, and is a volunteer advisor to the HR Committee for Habitat for Humanity of Cape Cod. She also held a role on the board of the Cape Cod Human Resources Association (scholarship chair), and is the Treasurer for the Brewster PTO. Carol resides in Brewster with her husband Joe and two young children, Julia, age 7 and Joey aged 12. She enjoys spending time with her family, which includes spending lots of time cheerleading at local youth sports events.

Linda Jean

Linda spent 32 years in civil service employment with multiple federal agencies. Prior to retirement she was the Executive Director of the Enterprise Acquisition Division at Hanscom Air Force Base. She was responsible for the cost, schedule and performance management of contracts valued in excess of \$12B worldwide. In 2008, after retirement, Linda established Seaview Consulting providing services to DOD and civilian contractors in the preparation of proposals and grants. From May 2014 –July 2015 she was the Interim Executive Director of the Yarmouth Chamber of Commerce. She has a Masters of Business Administration and a Bachelor of Science, Criminal Justice – Law Enforcement. Linda lives in West Yarmouth with her husband John Nellenbeck.

Kathleen Nagle

Kathleen is a top producing Real Estate Agent with Kinlin Grover working out of their Wellfleet office. She specializes in representing clients who want to purchase single-family homes or income/investment property on the Outer Cape. Prior to moving to the Cape she worked for the Nine West Group at their corporate headquarters in Stamford, CT . When Kathleen moved to the Cape in 2000 she was introduced to Habitat by working on a build site in Orleans as well as in Chatham. From there she served on the Family Selection Committee, and then as a Family Partner in Eastham and Wellfleet. Kathleen lives in Wellfleet.

Charles Orr

Charles is a Registered Architect with Hutker Architect in Falmouth with over 25 years of architectural experience, and serves as Principal and Senior Project Designer of the Falmouth Office. Charles has served for several years on HHCC's Land Acquisition Committee and together, with staff at Hutker Architect, are the designers of the 2013 Namskaket Road homes in Orleans. Charles says "My aspiration for Habitat is to create such wonderful homes that communities will be approaching Habitat to have them in their neighborhoods!" Charles lives in Falmouth.

Jill Scalise

Jill has been helping to reduce homelessness, professionally and on a volunteer basis, for 25 years. She has a Masters of Social Service with a concentration in Advocacy, Planning and Program Development. Since 2004 she has worked for the Cape Cod Council of Churches as the Director of Case Management and Hospitality Housing, where she helps those seeking housing and provides support services to those now in housing. "I believe my experience will be helpful in understanding both the needs of, and resources for, families moving into Habitat homes." Jill lives in Brewster.

Rev. Dr. John Terry

John serves as pastor of the Federated Church of Hyannis. He previously served churches in New Hampshire, Georgia, New York City and Cleveland. He is currently co-chair of the Board of Champ House (a safe and nurturing campus for homeless youth and adults). John lives in Hyannis.

Father Joe Towle

Joe is a retired Catholic Priest who has always been dedicated to working with people on the margin, whether in Latin America or in the United States. He is an active volunteer with both the Family Pantry of Cape Cod in Harwich and Habitat for Humanity, where he is a regular on the construction sites. Joe says, "I look upon construction with Habitat as an undoing of some of the destruction in the world." Joe lives in Harwich Port.

Ron Winner

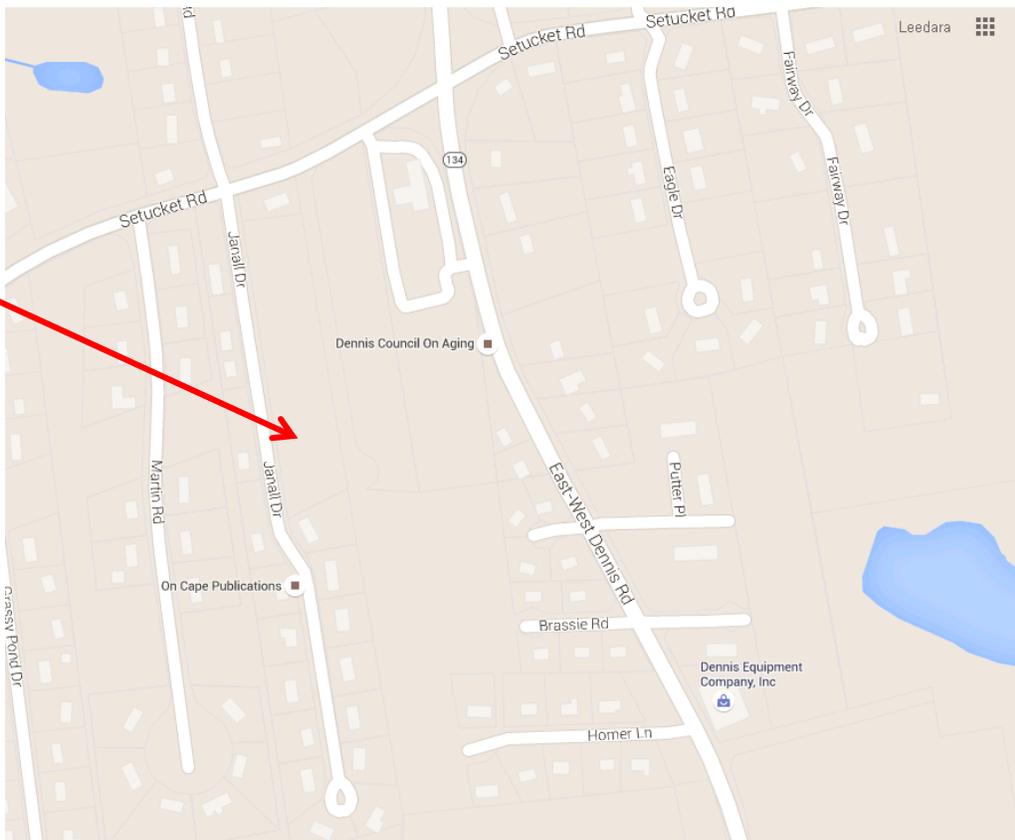
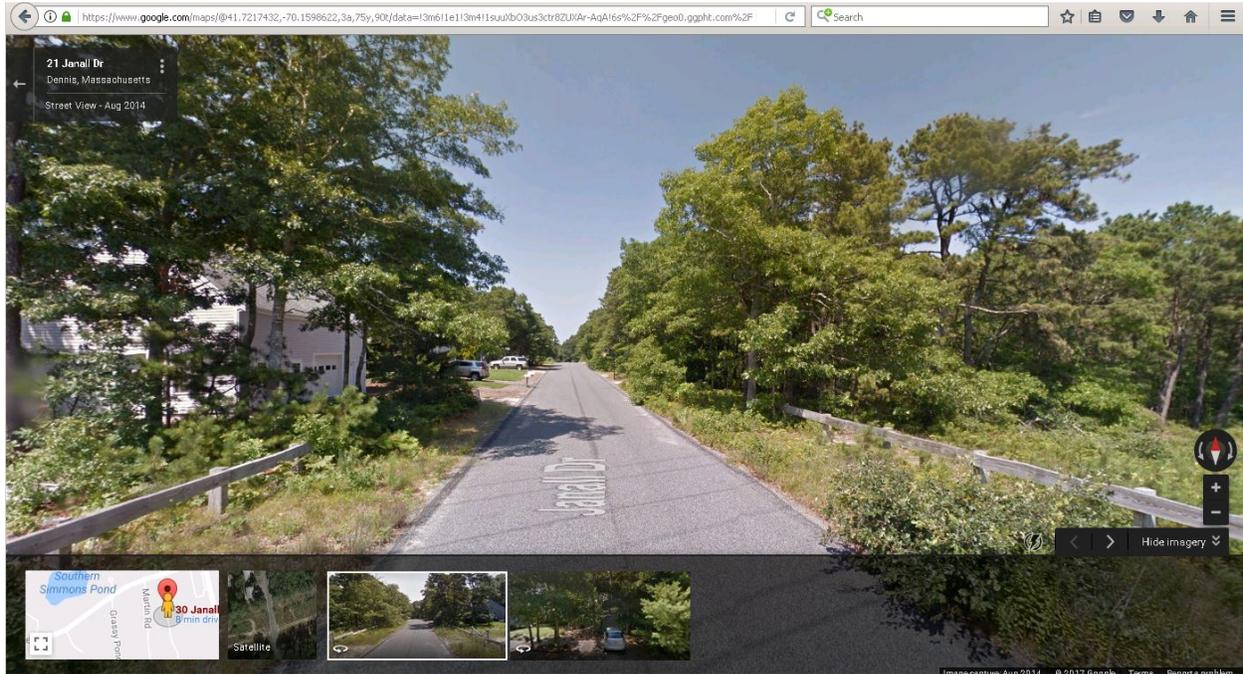
Ron has almost 40 years of experience in the lumber and building materials industry, selling to builders and architects. He joined Shepley Wood Products in 1989 as their first outside lumber salesman. He has worked on Habitat builds in the past and looks forward to more hands-on building. Ron hopes "to work to help Habitat continue the great work it is already doing." Ron lives in Hyannis

Developer and Contractor Experience

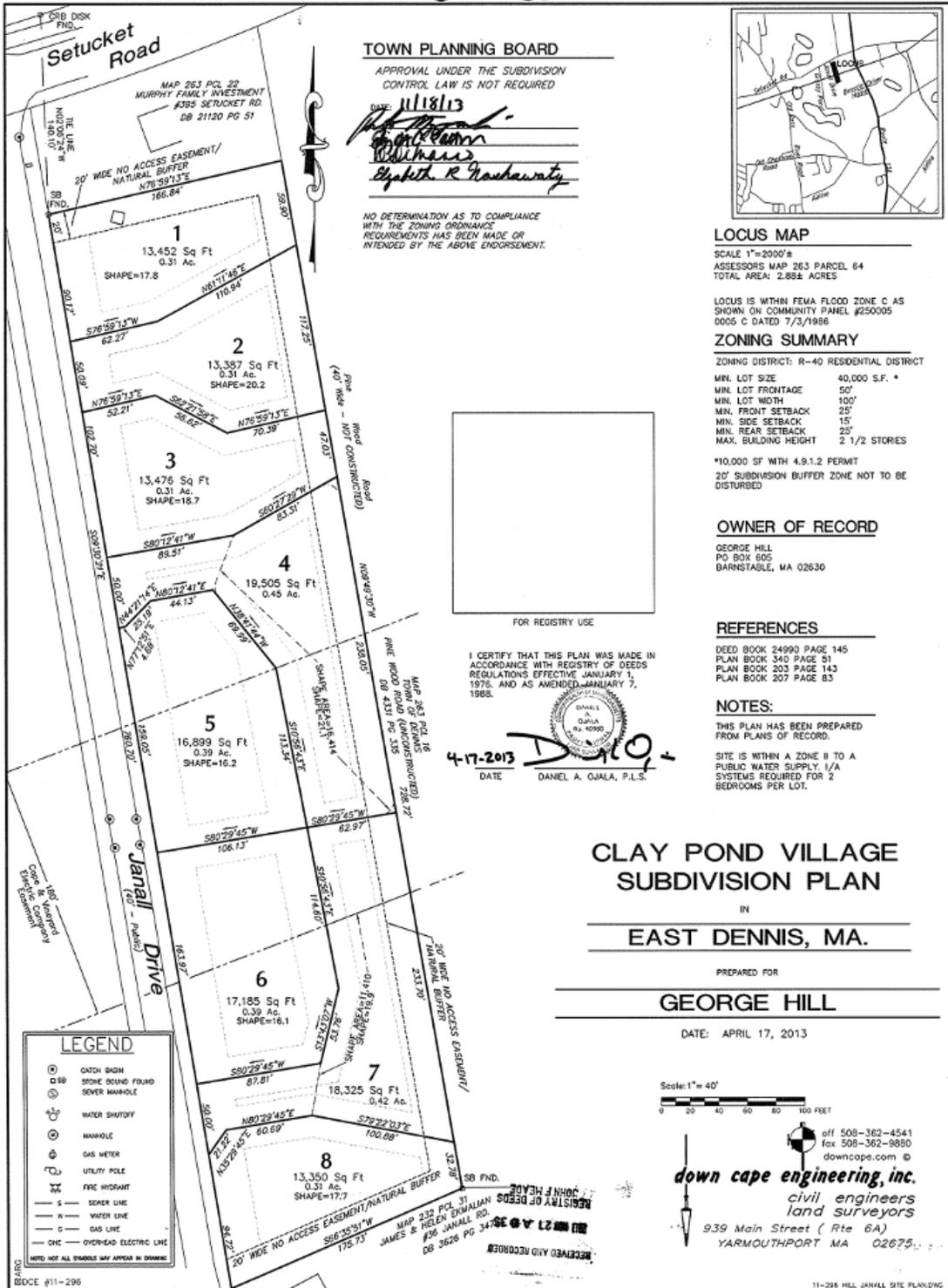
Current and Recent Projects							
Project Name	Address	Housing Type	No. of Units	Total Dev Cost	Subsidy Program	Date Complete	Reference (Town Adm)
River Road	Barnstable	Single Family Ownership	4	\$1,584,327	DHCD 40B	Under Const	Mark Ellis 508-862-4610
143 Route 6	Truro	Single Family Ownership	3	\$1,279,919	DHCD 40B	Under Const	Rae Ann Palmer 508-349-7004
Tubman Road	Brewster	Single Family Ownership	6 + 8 two phases	\$5,525,954	DHCD 40B	Under Const	Michael Embury 508-896-3701
Orchard & Quinaquisset	Mashpee	Single Family Ownership	2	\$593,849	DHCD 40B	Under Const.	Rodney Collins 508-539-1400
Old Stage Rd	Barnstable	Single Family Ownership	2	\$437,469	DHCD 40B	8/2016	Tom Lynch 508-862-4610
Rabbit Run	Eastham	Single Family Ownership	1	\$215,336	DHCD LAU	6/2016	Sheila Vanderhoef 508-240-5900
Virginia Street	Yarmouth	Single Family Ownership	6	\$1,394,278	DHCD 40B	Under Const.	William Hinchey 508-398-2231
Main Street	Chatham	Single Family Ownership	4	\$859,411	DHCD 40B	Under Const.	Jill Goldsmith 508-945-5105
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	Tom Lynch 508-862-4610
Glenwood	Falmouth	Duplex Ownership	2	\$306,000	DHCD 40B	1/2015	Heather Harper 508-548-7611
Bevan Way	Orleans	Single Family Ownership	6	\$1,602,740	DHCD 40B	9/2015	John Kelly 508-240-3700
Ginger Lane	Barnstable	Single Family Ownership	1	\$160,232	LIP/LAU	5/2014	Tom Lynch 508-862-4610
Park Place	Mashpee	Single Family Ownership	2	\$266,000	DHCD 40B	4/2014	Joyce Mason 508-539-1400
Yellow Brick Road	Truro	Single Family Ownership	1	\$133,000	LIP/LAU	7/2013.	Charleen Greenhalgh 508-349-7004
Sandy Meadow	Eastham	Single Family Ownership	2	\$266,000	LIP/LAU	4/2013	Sheila Vanderhoef 508-240-5900
Russell Road	Mashpee	Single Family Ownership	1	\$133,000	DHCD 40B	4/2013	Joyce Mason 508-539-1400

E – Janall Drive Site and Building Information

TOWN OF Dennis: Janall Drive (Clay Pond Village)

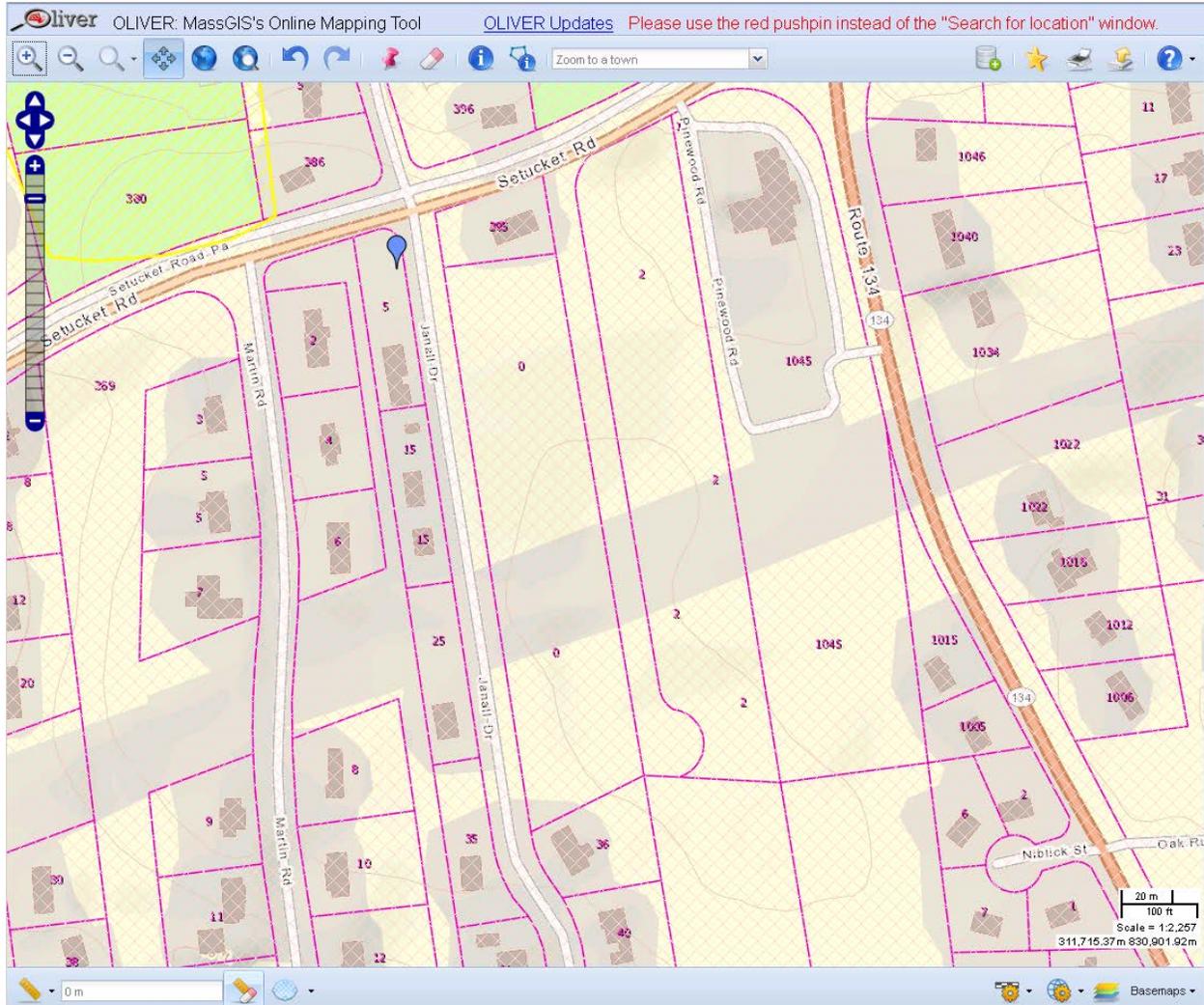


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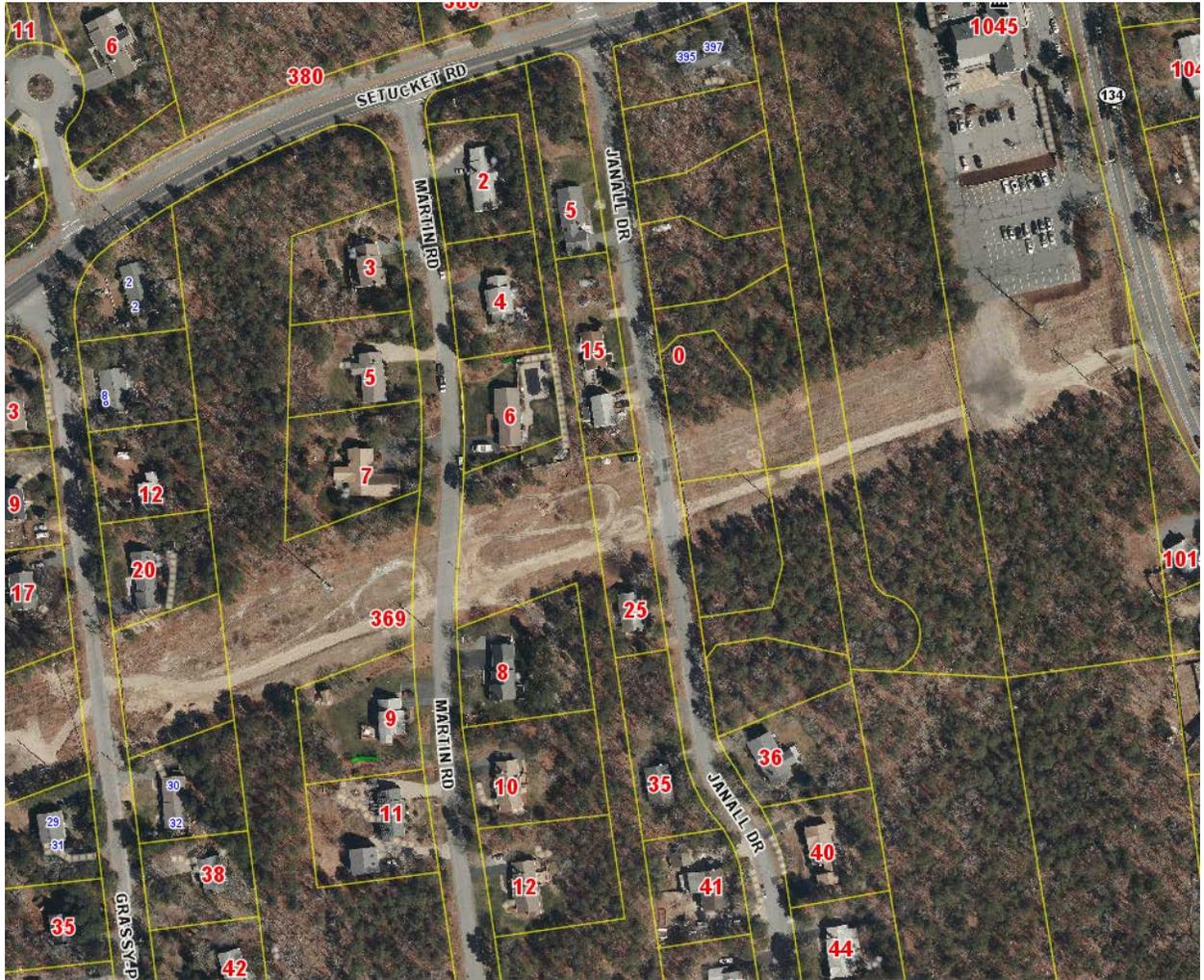


BOOK 651 PAGE 63

Janall Drive – Mass OLIVER



Janall Drive – Satellite Map



DENNIS PLANNING BOARD
 APPROVAL UNDER THE SUBDIVISION
 CONTROL LAW IS NOT REQUIRED

DATE: _____

FOR REGISTRY USE

NO DETERMINATION AS TO COMPLIANCE
 WITH THE ZONING, SUBDIVISION, OR
 PLANNING LAWS SHALL BE MADE OR
 INTENDED BY THE ABOVE ENDORSEMENT.

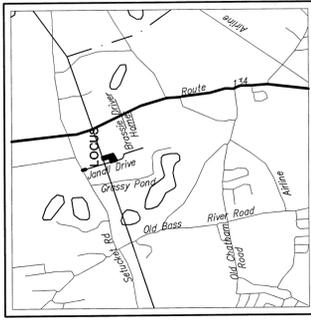
CRB DISK
 FND.

TIE LINE
 N02°06'24"W
 140.10'

SB FND.

TIE LINE
 S09°30'21"E
 615.98'

180'
 Cape & Vineyard
 Electric Company
 Easement



LOCUS MAP

SCALE 1"=2000'
 ASSESSORS MAP 263 PARCEL 70 & 71
 TOTAL AREA: 31,675 S.F.

LOCUS IS WITHIN FEMA FLOOD ZONE X
 (AREA OF MINIMAL FLOOD HAZARD) AS
 SHOWN ON COMMUNITY PANEL #2500100581J
 DATED 7/16/2014

ZONING SUMMARY

ZONING DISTRICT: R-40 RESIDENTIAL DISTRICT
 MIN. LOT SIZE 40,000 S.F. *
 MIN. LOT FRONTAGE 50'
 MIN. LOT WIDTH 100'
 MIN. FRONT SETBACK 25'
 MIN. SIDE SETBACK 25'
 MIN. REAR SETBACK 25'
 MAX. BUILDING HEIGHT 2 1/2 STORIES
 *10,000 SF WITH 4.9:1:2 PERMIT
 20' SUBDIVISION BUFFER ZONE NOT TO BE
 DISTURBED

OWNER OF RECORD

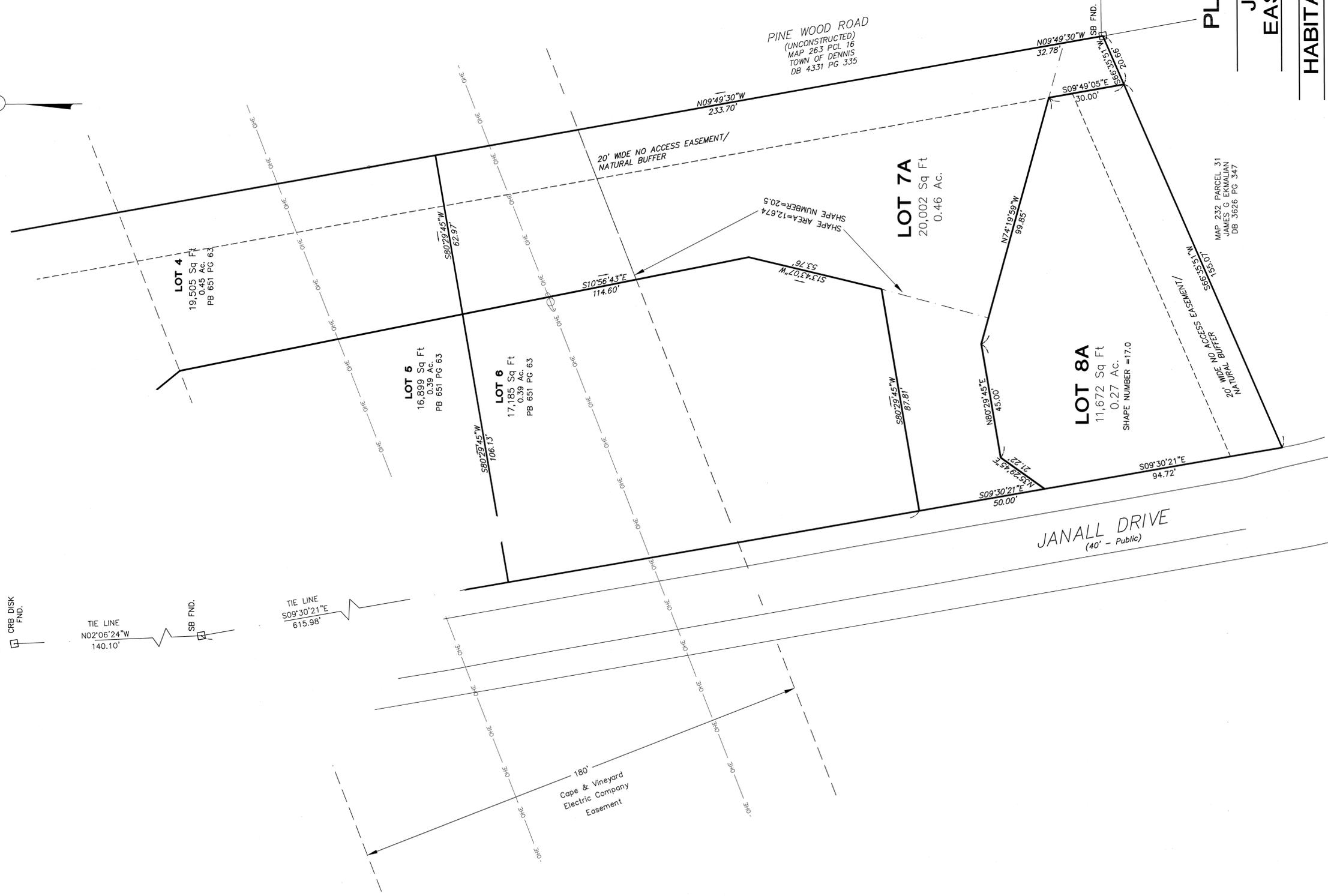
HABITAT FOR HUMANITY OF CAPE COD, INC.
 411 MAIN STREET SUITE 6
 YARMOUTHPORT, MA 02675

REFERENCES

DEED BOOK 30288, PAGE 177
 PLAN BOOK 517, PAGE 63
 DEED BOOK 311, PAGE 63
 PLAN BOOK 340, PAGE 51
 PLAN BOOK 203, PAGE 143
 PLAN BOOK 207, PAGE 83

NOTES:

SITE IS WITHIN A ZONE II TO A PUBLIC
 WATER SUPPLY.
 THIS SITE PLAN HAS BEEN PREPARED
 FOR THE PURPOSE OF RE-DIVIDING LOTS
 7 & 8 AS SHOWN ON PB 651 PG 63
 INTO LOTS 7A & 8A



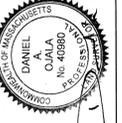
PLAN OF LAND
 OF
JANALL DRIVE
EAST DENNIS, MA.
 PREPARED FOR
HABITAT FOR HUMANITY

DATE: APRIL 6, 2017



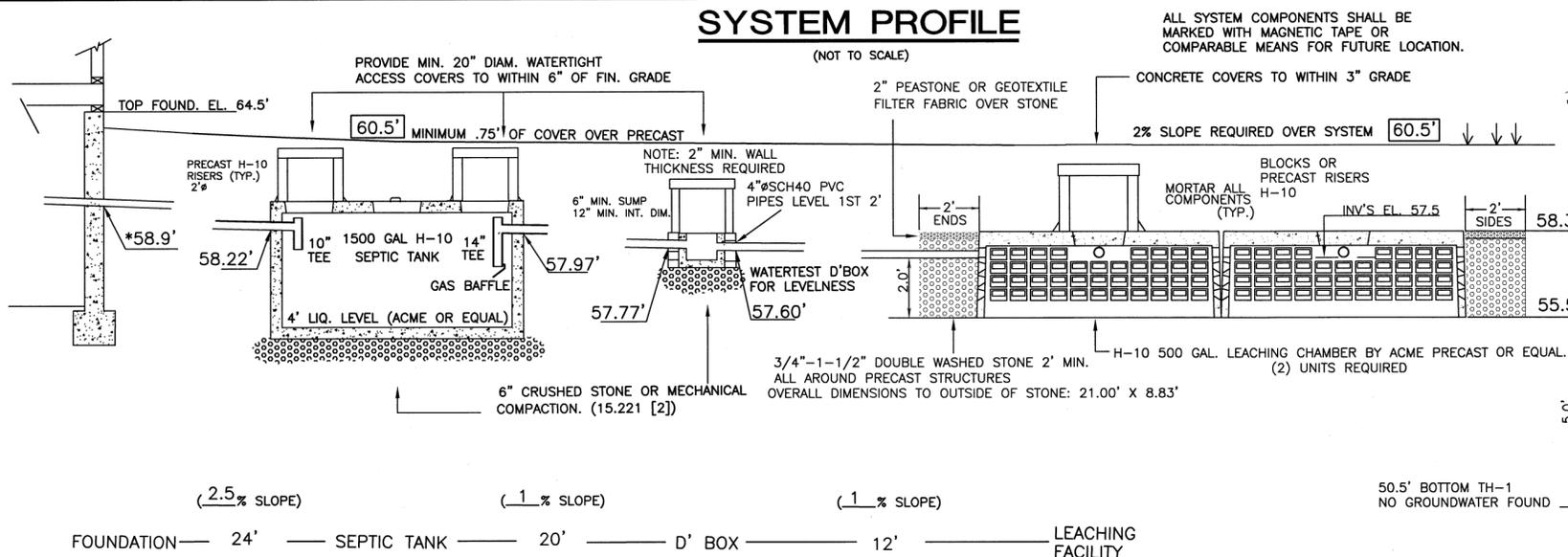
Scale: 1" = 20'
 down cape engineering, inc.
 civil engineers
 land surveyors
 939 Main Street (Rte 6A)
 YARMOUTHPORT MA 02675

I CERTIFY THAT THIS PLAN WAS MADE IN
 ACCORDANCE WITH REGISTRY OF DEEDS
 REGULATIONS EFFECTIVE JANUARY 1,
 1976, AND AS AMENDED JANUARY 7,
 1986.



DATE 4-6-17
 DANIEL A. OJALA, P.L.S.

SYSTEM PROFILE



ALL SYSTEM COMPONENTS SHALL BE MARKED WITH MAGNETIC TAPE OR COMPARABLE MEANS FOR FUTURE LOCATION.

*THE INSTALLER SHALL VERIFY THE LOCATIONS OF ALL UTILITIES AND ALL BUILDING SEWER OUTLETS AND ELEVATIONS PRIOR TO INSTALLING ANY PORTION OF SEPTIC SYSTEM

SEPTIC DESIGN:

GARBAGE DISPOSER IS NOT ALLOWED

DESIGN FLOW: 2 BEDROOMS @ 110 GPD = 220 GPD
USE A 220 GPD DESIGN FLOW

SEPTIC TANK : 220 GPD (4.5) = 990
USE A 1500 GAL SEPTIC TANK

LEACHING:

SIDES: 2 (8.83 + 21) 2 (.74) = 88.3 GPD

BOTTOM 8.83 x 21 (.74) = 137.2 GPD

TOTAL: 304.75 S.F. 225.5 GPD

USE (2) 500 GAL. LEACHING CHAMBERS (ACME OR EQUAL) WITH 2' STONE ALL AROUND

THE DENNIS BOARD OF HEALTH SHALL REQUIRE THE FOLLOWING INSPECTIONS:

1. INSPECTION OF UNSUITABLE MATERIAL (IF ANY).
2. VERIFICATION OF SOIL CONDITIONS AND/OR GROUNDWATER ELEVATION (IF NECESSARY)
3. VERIFICATION OF CESSPOOL/LEACH PIT REMOVAL OR ABANDONMENT (IF NECESSARY)
4. INSPECTION OF CONTAINMENT WALL OR FLOW BARRIER INSTALLATION (IF ANY)
5. INSPECTION OF THE 3/4 - 1 1/2 INCH STONE PRIOR TO PLACEMENT
6. FINAL INSPECTION OF ALL COMPONENTS PRIOR TO BACKFILLING
7. FINAL GRADING INSPECTION
8. INSPECTION OF THE START-UP OF INNOVATIVE/ALTERNATIVE TECHNOLOGY (IF ANY) WITH VENDOR REPRESENTATIVE

ZONING SUMMARY

ZONING DISTRICT: R-40 RESIDENTIAL DISTRICT

MIN. LOT SIZE 40,000 S.F. *

MIN. LOT FRONTAGE 50'

MIN. LOT WIDTH 100'

MIN. FRONT SETBACK 25'

MIN. SIDE SETBACK 15'

MIN. REAR SETBACK 25'

MAX. BUILDING HEIGHT 2 1/2 STORIES

*10,000 SF WITH 4.9.1.2 PERMIT

20' SUBDIVISION BUFFER ZONE NOT TO BE DISTURBED

TEST HOLE LOGS

ENGINEER: DANIEL E. GONSALVES, SE #13587

WITNESS: JENNIFER FLOOD

DATE: 1-16-13

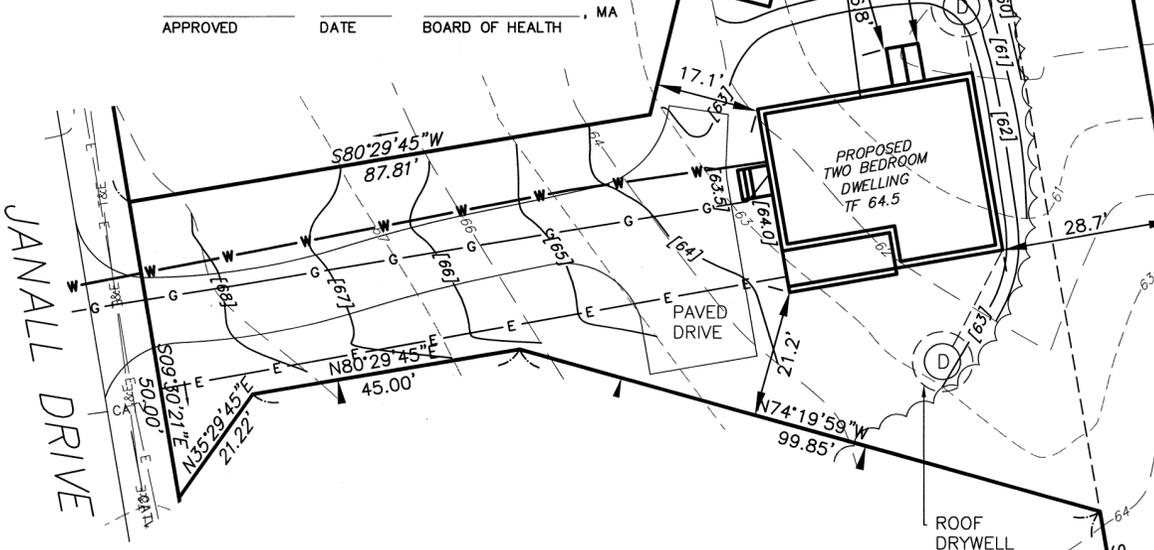
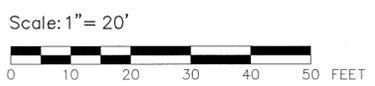
PERC. RATE = < 2 MIN/INCH

CLASS 1 SOILS

DEPTH	SOIL TYPE	ELEV.									
0"	O/A SL	60.5'									
6"	10YR 3/2	60.0'									
30"	B LS	58.0'	30"	B LS	58.0'	32"	B LS	57.8'	32"	B LS	57.8'
120"	C MS	50.5'									

NO GROUNDWATER ENCOUNTERED

DCE #17-039



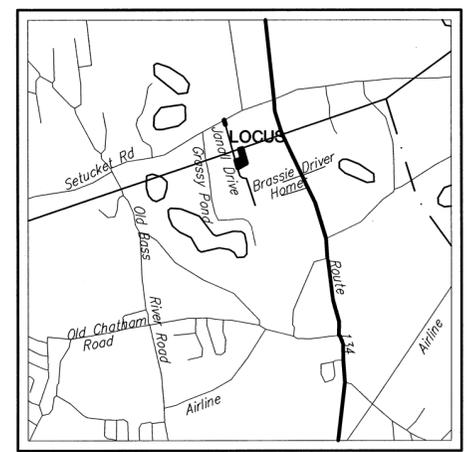
DATE: 4-6-17

DANIEL A. OJALA, P.E., P.L.S.

TITLE 5 SITE PLAN OF #30 JANALL DRIVE EAST DENNIS, MA.

HABITAT FOR HUMANITY

DATE: APRIL 6, 2017



LOCUS MAP

SCALE 1"=2000'±

ASSESSORS MAP 263 PARCEL 70

SITE IS LOCATED WITHIN A ZONE II TWO BEDROOM DEED RESTRICTION REQUIRED

OWNER OF RECORD

HABITAT FOR HUMANITY
411 MAIN STREET
YARMOUTHPORT 02675

REFERENCES

DEED BOOK 30288 PAGE 177
PLAN BOOK 651 PAGE 63

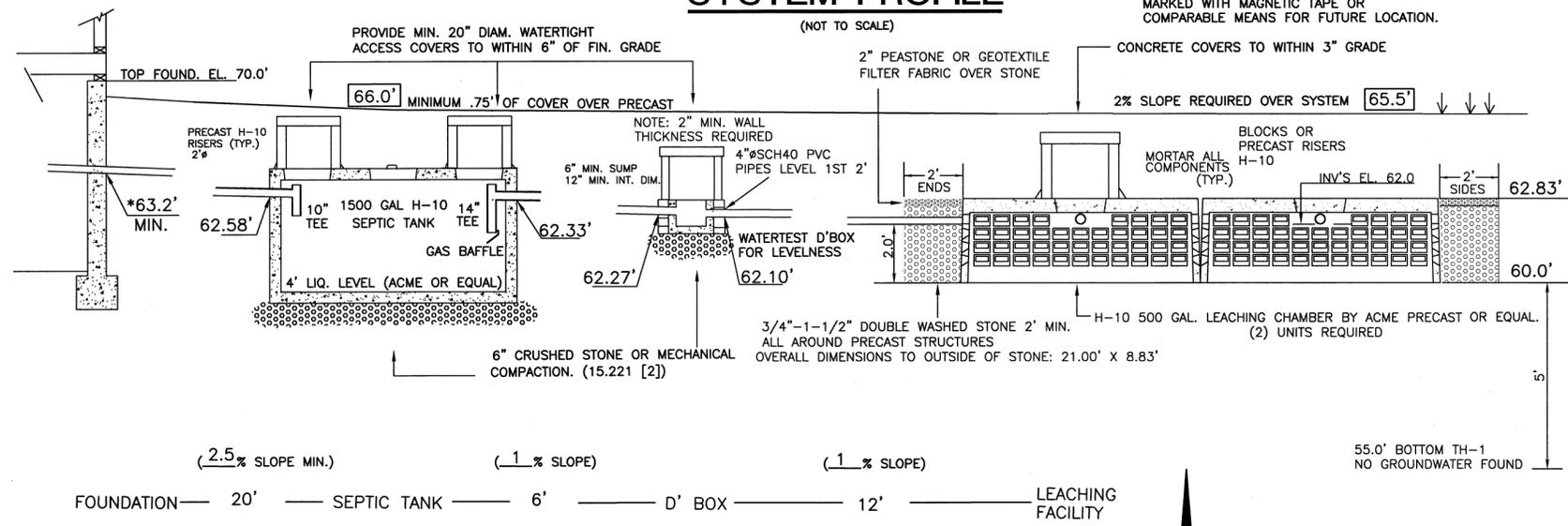
NOTES

1. DATUM IS NAVD 88
2. MUNICIPAL WATER IS AVAILABLE
3. MINIMUM PIPE PITCH TO BE 1/8" PER FOOT.
4. DESIGN LOADING FOR ALL PROPOSED PRECAST UNITS TO BE AASHO H-10
5. PIPE JOINTS TO BE MADE WATERTIGHT.
6. CONSTRUCTION DETAILS TO BE IN ACCORDANCE WITH 310 CMR 15.000 (TITLE 5.)
7. THIS PLAN IS FOR PROPOSED WORK ONLY AND NOT TO BE USED FOR LOT LINE STAKING OR ANY OTHER PURPOSE.
8. PIPE FOR SEPTIC SYSTEM TO SCH. 40-4" PVC.
9. COMPONENTS NOT TO BE BACKFILLED OR CONCEALED WITHOUT INSPECTION BY BOARD OF HEALTH AND PERMISSION OBTAINED FROM BOARD OF HEALTH.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING DIGSAFE (1-888-344-7233) AND VERIFYING THE LOCATION OF ALL UNDERGROUND & OVERHEAD UTILITIES PRIOR TO COMMENCEMENT OF WORK.
11. ANY UNSUITABLE MATERIAL ENCOUNTERED SHALL BE REMOVED 5' BENEATH AND AROUND THE PROPOSED LEACHING FACILITY.

BENCHMARK: STONE BOUND = 66.1' NAVD88

down cape engineering, inc.
civil engineers
land surveyors
939 Main Street (Rte 6A)
YARMOUTHPORT MA 02675

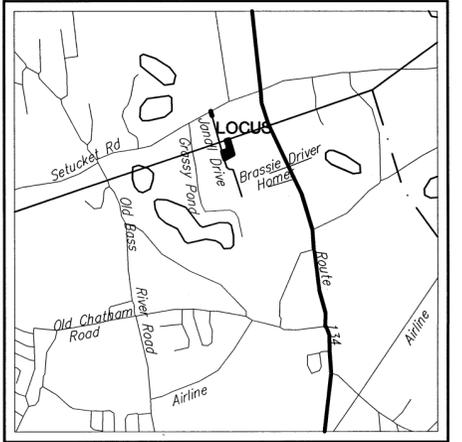
SYSTEM PROFILE



ALL SYSTEM COMPONENTS SHALL BE MARKED WITH MAGNETIC TAPE OR COMPARABLE MEANS FOR FUTURE LOCATION.

NOTES

- DATUM IS NAVD 88
- MUNICIPAL WATER IS AVAILABLE
- MINIMUM PIPE PITCH TO BE 1/8" PER FOOT.
- DESIGN LOADING FOR ALL PROPOSED PRECAST UNITS TO BE AASHO H-10
- PIPE JOINTS TO BE MADE WATERTIGHT.
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- THIS PLAN IS FOR PROPOSED WORK ONLY AND NOT TO BE USED FOR LOT LINE STAKING OR ANY OTHER PURPOSE.
- PIPE FOR SEPTIC SYSTEM TO SCH. 40-4" PVC.
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- ANY UNSUITABLE MATERIAL ENCOUNTERED SHALL BE REMOVED 5' BENEATH AND AROUND THE PROPOSED LEACHING FACILITY.



LOCUS MAP

SCALE 1"=2000'±

ASSESSORS MAP 263 PARCEL 71

SITE IS LOCATED WITHIN A ZONE II ONE BEDROOM DEED RESTRICTION REQUIRED

OWNER OF RECORD

HABITAT FOR HUMANITY
411 MAIN STREET
YARMOUTHPORT 02675

REFERENCES

DEED BOOK 30288 PAGE 177
PLAN BOOK 651 PAGE 63

SEPTIC DESIGN:

GARBAGE DISPOSER IS NOT ALLOWED

DESIGN FLOW: 1 BEDROOMS @ 110 GPD = 110 GPD
USE A 110 GPD DESIGN FLOW

SEPTIC TANK : 110 GPD (4.5) = 495
USE A 1500 GAL SEPTIC TANK

LEACHING:
SIDES: 2 (8.83 + 21) 2 (.74) = 88.3 GPD
BOTTOM: 8.83 x 21 (.74) = 137.2 GPD
TOTAL: 304.75 S.F. 225.5 GPD

USE (2) 500 GAL. LEACHING CHAMBERS (ACME OR EQUAL) WITH 2' STONE ALL AROUND

*THE INSTALLER SHALL VERIFY THE LOCATIONS OF ALL UTILITIES AND ALL BUILDING SEWER OUTLETS AND ELEVATIONS PRIOR TO INSTALLING ANY PORTION OF SEPTIC SYSTEM

THE DENNIS BOARD OF HEALTH SHALL REQUIRE THE FOLLOWING INSPECTIONS:

- INSPECTION OF UNSUITABLE MATERIAL (IF ANY).
- VERIFICATION OF SOIL CONDITIONS AND/OR GROUNDWATER ELEVATION (IF NECESSARY)
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- INSPECTION OF CONTAINMENT WALL OR FLOW BARRIER INSTALLATION (IF ANY)
- INSPECTION OF THE 3/4 - 1 1/2 INCH STONE PRIOR TO PLACEMENT
- FINAL INSPECTION OF ALL COMPONENTS PRIOR TO BACKFILLING
- FINAL GRADING INSPECTION
- INSPECTION OF THE START-UP OF INNOVATIVE/ALTERNATIVE TECHNOLOGY (IF ANY) WITH VENDOR REPRESENTATIVE



LEGEND

- 99 — EXISTING CONTOUR
 - X 99.1 EXIST. SPOT ELEV.
 - [99] PROPOSED CONTOUR
 - [98.4] PROPOSED SPOT EL.
 - TH1 TEST HOLE
 - 2% SLOPE OF GROUND
 - UTILITY POLE
 - FIRE HYDRANT
- NOTE: NOT ALL SYMBOLS MAY APPEAR IN DRAWING

ZONING SUMMARY

ZONING DISTRICT: R-40 RESIDENTIAL DISTRICT

MIN. LOT SIZE 40,000 S.F. *

MIN. LOT FRONTAGE 50'

MIN. LOT WIDTH 100'

MIN. FRONT SETBACK 25'

MIN. SIDE SETBACK 15'

MIN. REAR SETBACK 25'

MAX. BUILDING HEIGHT 2 1/2 STORIES

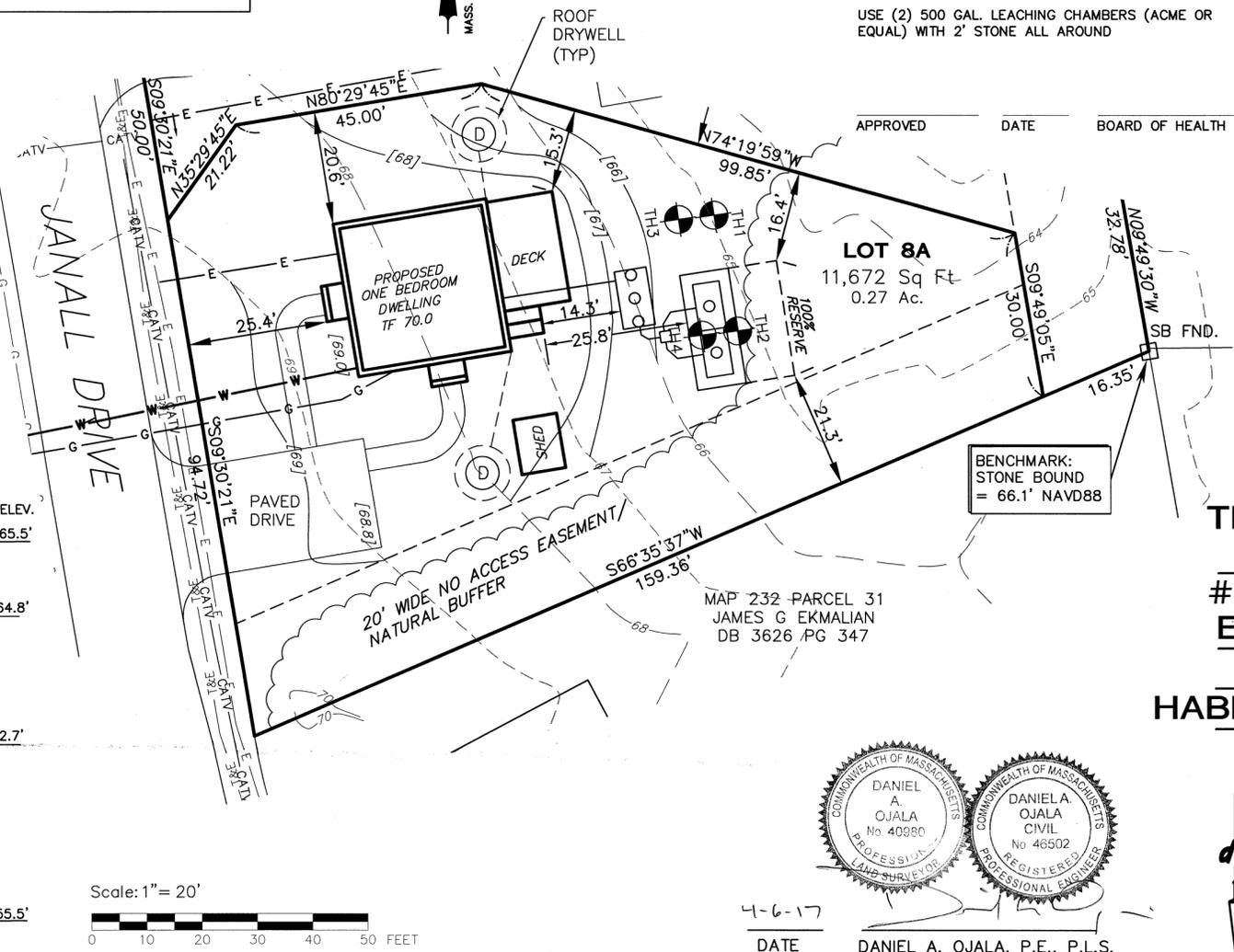
*10,000 SF WITH 4.9.1.2 PERMIT
20' SUBDIVISION BUFFER ZONE NOT TO BE DISTURBED

TEST HOLE LOGS

ENGINEER: DANIEL E. GONSALVES, SE #13587
WITNESS: JENNIFER FLOOD
DATE: 1-16-13
PERC. RATE = < 2 MIN/INCH
CLASS 1 SOILS

DEPTH	SOIL TYPE	ELEV.									
0"	O/A SL	65.0'	0"	O/A SL	65.5'	0"	O/A SL	65.0'	0"	O/A SL	65.5'
8"	10YR 3/2	64.3'	8"	10YR 3/2	64.8'	8"	10YR 3/2	64.3'	8"	10YR 3/2	64.8'
36"	B LS	62.0'	36"	B LS	62.5'	34"	10YR 5/6	62.2'	34"	10YR 5/6	62.7'
120"	C MS	55.0'	120"	C MS	55.5'	120"	10YR 7/4	55.0'	120"	C MS	55.5'

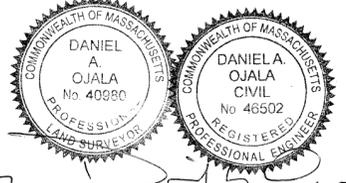
NO GROUNDWATER ENCOUNTERED



TITLE 5 SITE PLAN OF #34 JANALL DRIVE EAST DENNIS, MA.

PREPARED FOR
HABITAT FOR HUMANITY

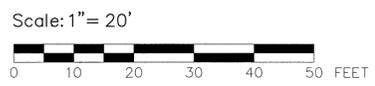
DATE: APRIL 6, 2017



4-6-17
DATE DANIEL A. OJALA, P.E., P.L.S.

off 508-362-4541
fax 508-362-9880
downcape.com @
down cape engineering, inc.
civil engineers
land surveyors
939 Main Street (Rte 6A)
YARMOUTHPORT MA 02675
17-039 HABITAT JANALL.dwg

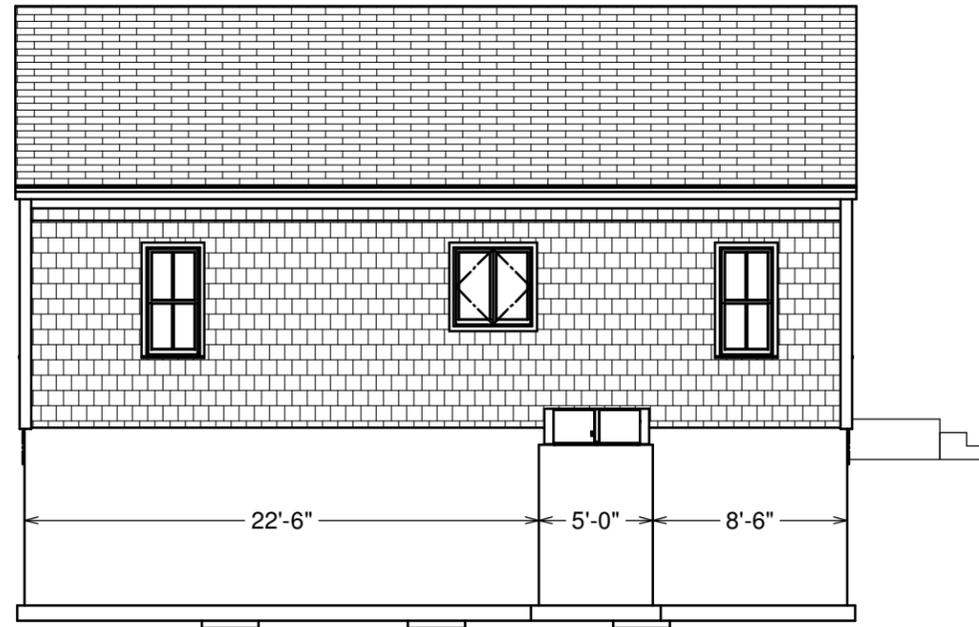
DCE #17-040





FRONT ELEVATION
 1/4" = 1'

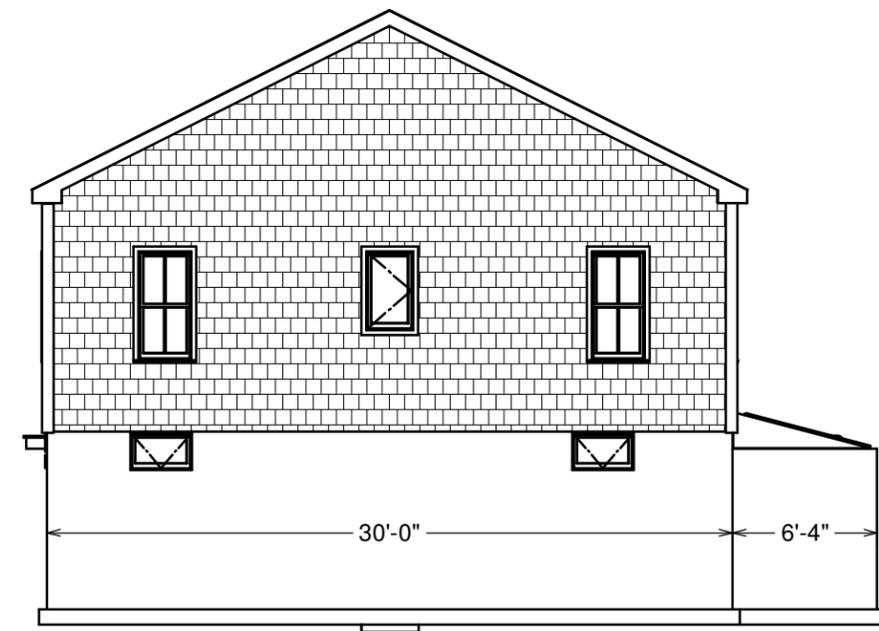
PROPOSED 2 BEDROOM RANCH FOR: HABITAT FOR HUMANITY OF CAPE COD		
IN:	SCALE: 1/8" = 1' OR NOTED	DRAWN BY: DAVID F ALTEN
ON:	DATE PRINTED: 5/16/2016	SHEET # 1



REAR ELEVATION



RIGHT ELEVATION

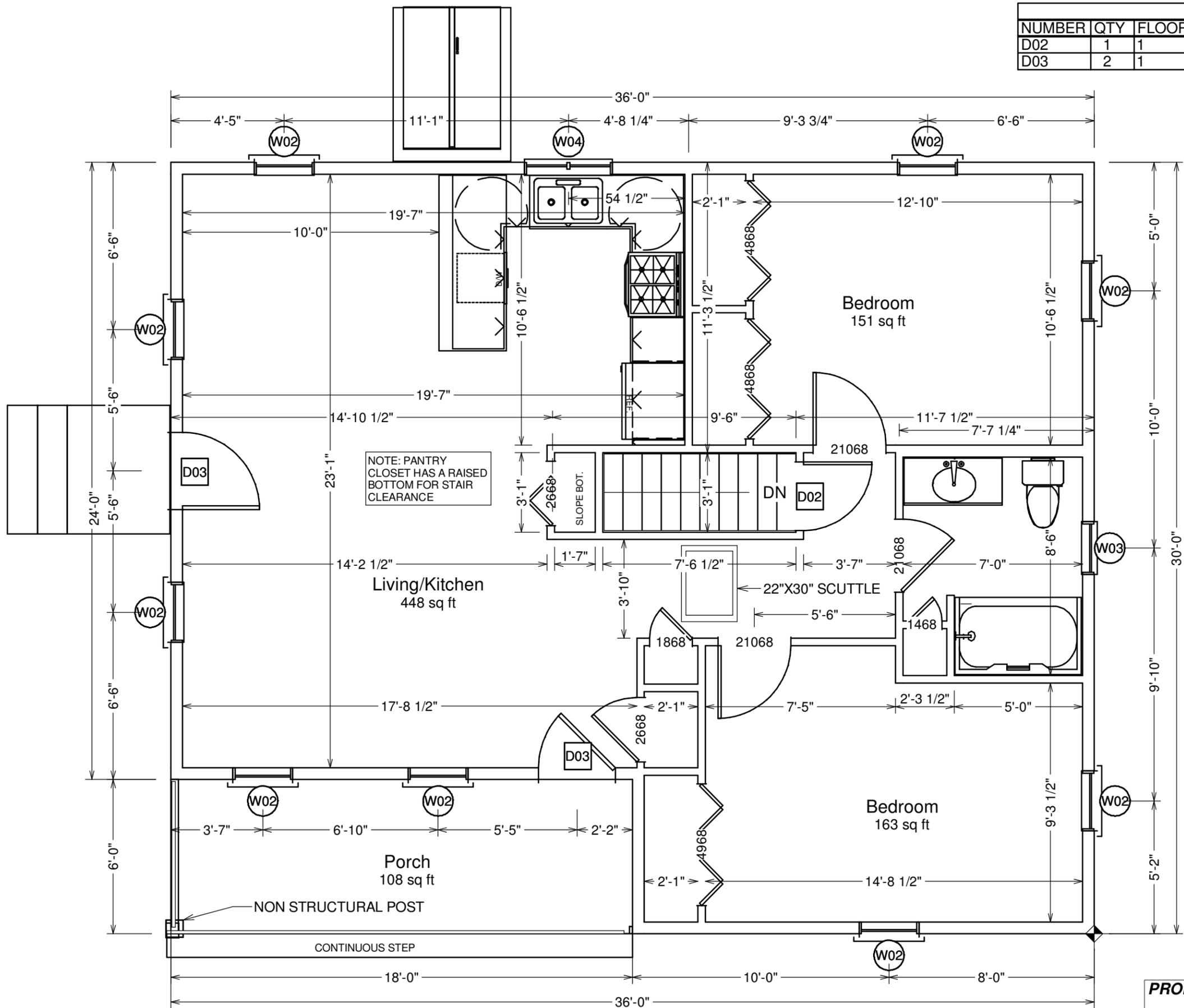


LEFT ELEVATION

PROPOSED 2 BEDROOM RANCH FOR: HABITAT FOR HUMANITY OF CAPE COD		
IN:	SCALE: 1/8" = 1' OR NOTED	DRAWN BY: DAVID F ALTEN
ON:	DATE PRINTED: 5/16/2016	SHEET # 2

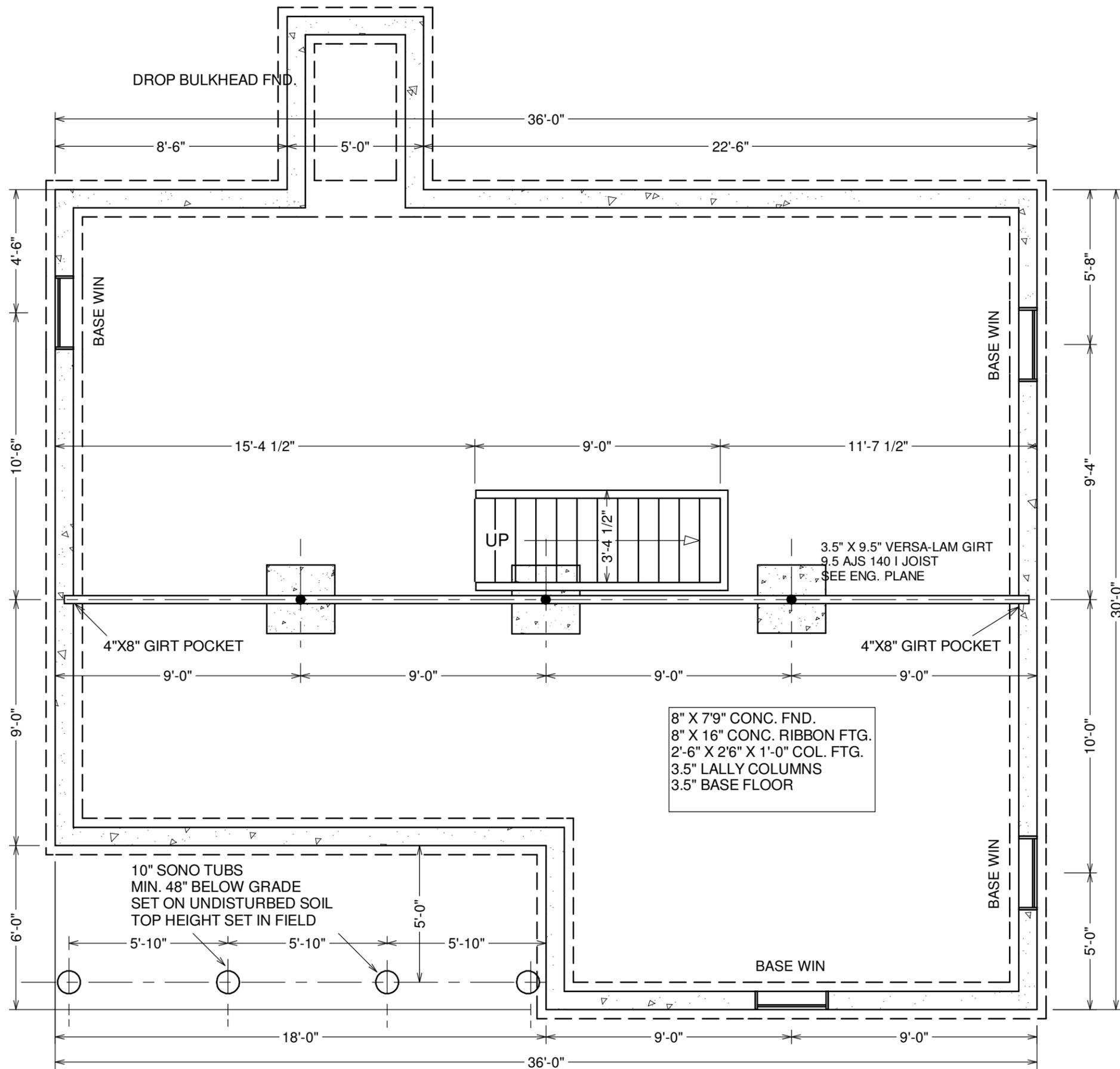
DOOR SCHEDULE					
NUMBER	QTY	FLOOR	SIZE	DESCRIPTION	COMMENTS
D02	1	1	2868	6 PANEL	
D03	2	1	3068	1/2 VIEW 2 LITE 2 PANEL	

WINDOW SCHEDULE				
NUMBER	QTY	FLOOR	CODE	COMMENTS
W02	9	1	244DH2449	U.30 S.29
W03	1	1	C135	U.28 S.32
W04	1	1	CN235	U.28 S.31



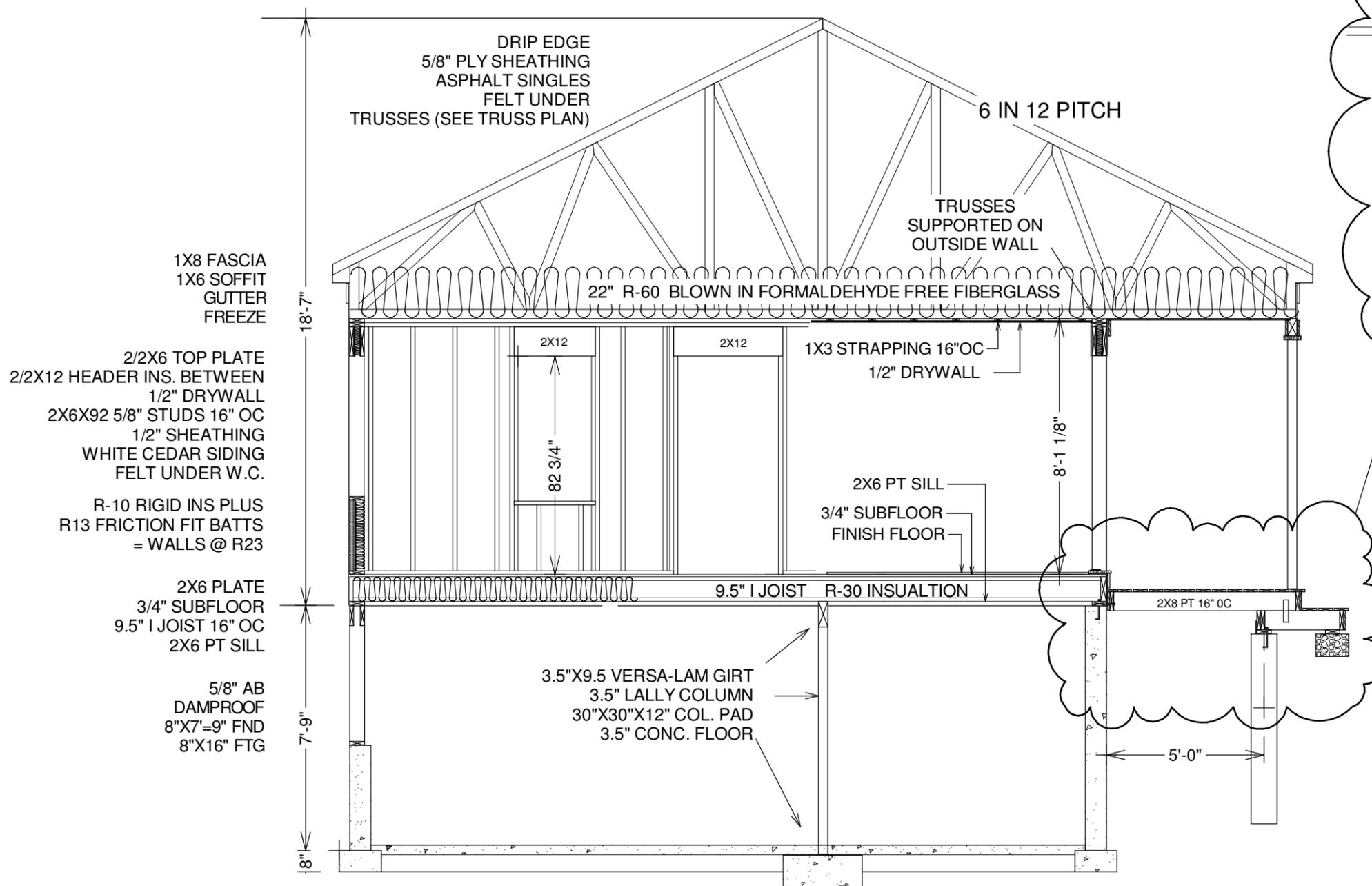
FIRST FLOOR PLAN
1/4" = 1'

PROPOSED 2 BEDROOM RANCH FOR: HABITAT FOR HUMANITY OF CAPE COD		
IN:	SCALE: 1/8" = 1' OR NOTED	DRAWN BY: DAVID F ALTEN
ON:	DATE PRINTED: 5/16/2016	SHEET # 3

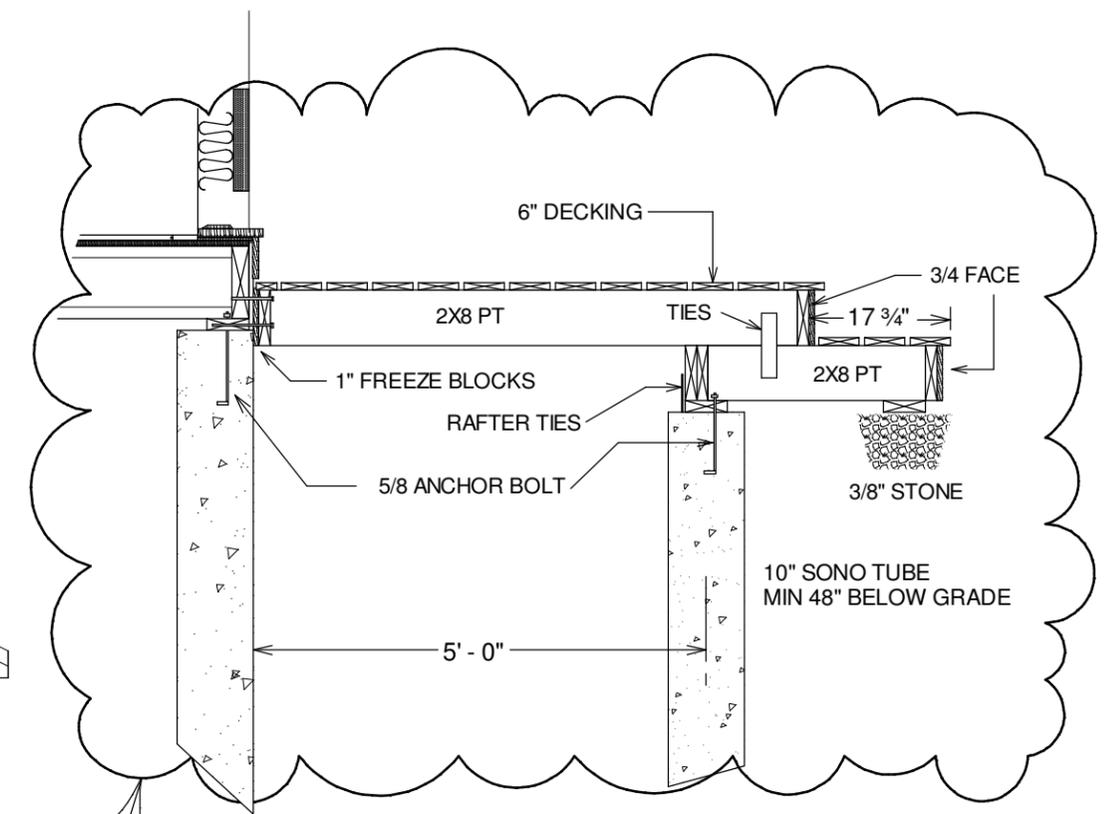


BASEMENT PLAN
 1/4" = 1'

PROPOSED 2 BEDROOM RANCH FOR: HABITAT FOR HUMANITY OF CAPE COD		
IN:	SCALE: 1/8" = 1' OR NOTED	DRAWN BY: DAVID F ALTEN
ON:	DATE PRINTED: 5/16/2016	SHEET # 4



CROSS SECTION DETAIL
1/4" = 1'



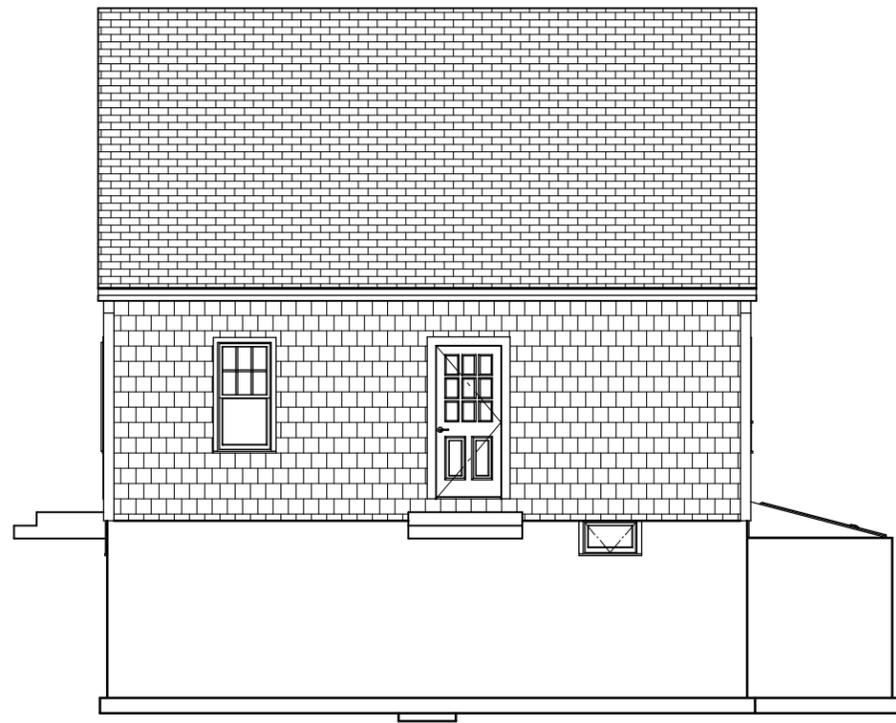
PORCH DECK DETAIL
1/2" = 1'

PROPOSED 2 BEDROOM RANCH FOR:		
HABITAT FOR HUMANITY OF CAPE COD		
IN:	SCALE: 1/8" = 1' OR NOTED	DRAWN BY: DAVID F ALTEN
ON:	DATE PRINTED: 5/16/2016	SHEET # 5



FRONT ELEVATION
1/4" = 1'

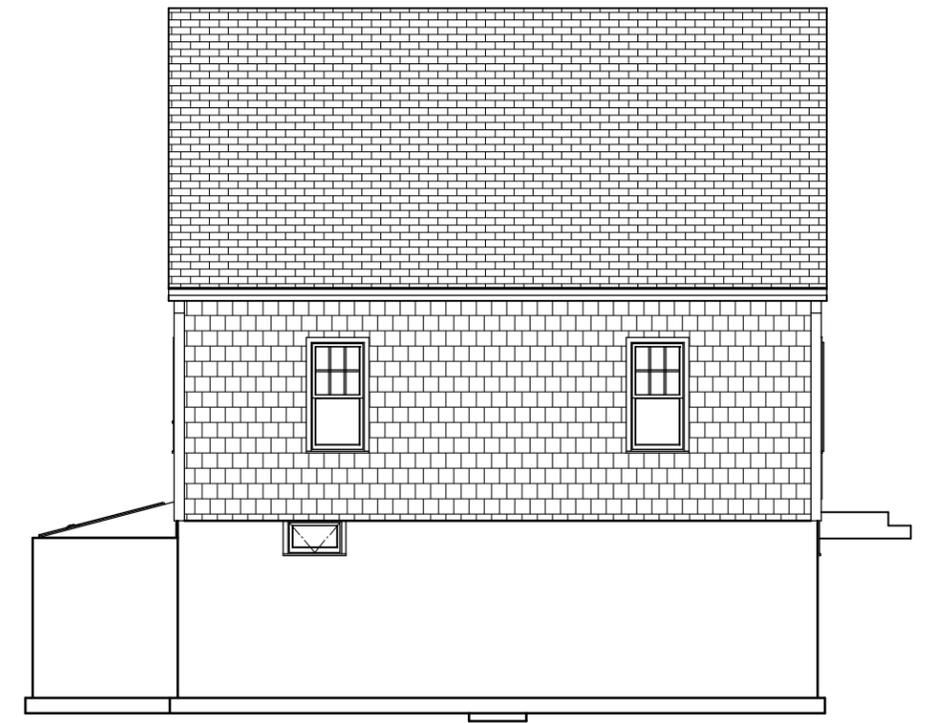
PROPOSED 1 BEDROOM CAPE FOR: HABITAT FOR HUMANITY OF CAPE COD		
IN:	SCALE: 1/8" = 1' OR NOTED	DRAWN BY: DAVID F ALTEN
ON:	DATE PRINTED: 1/20/2017	SHEET # 1



RIGHT ELEVATION



REAR ELEVATION

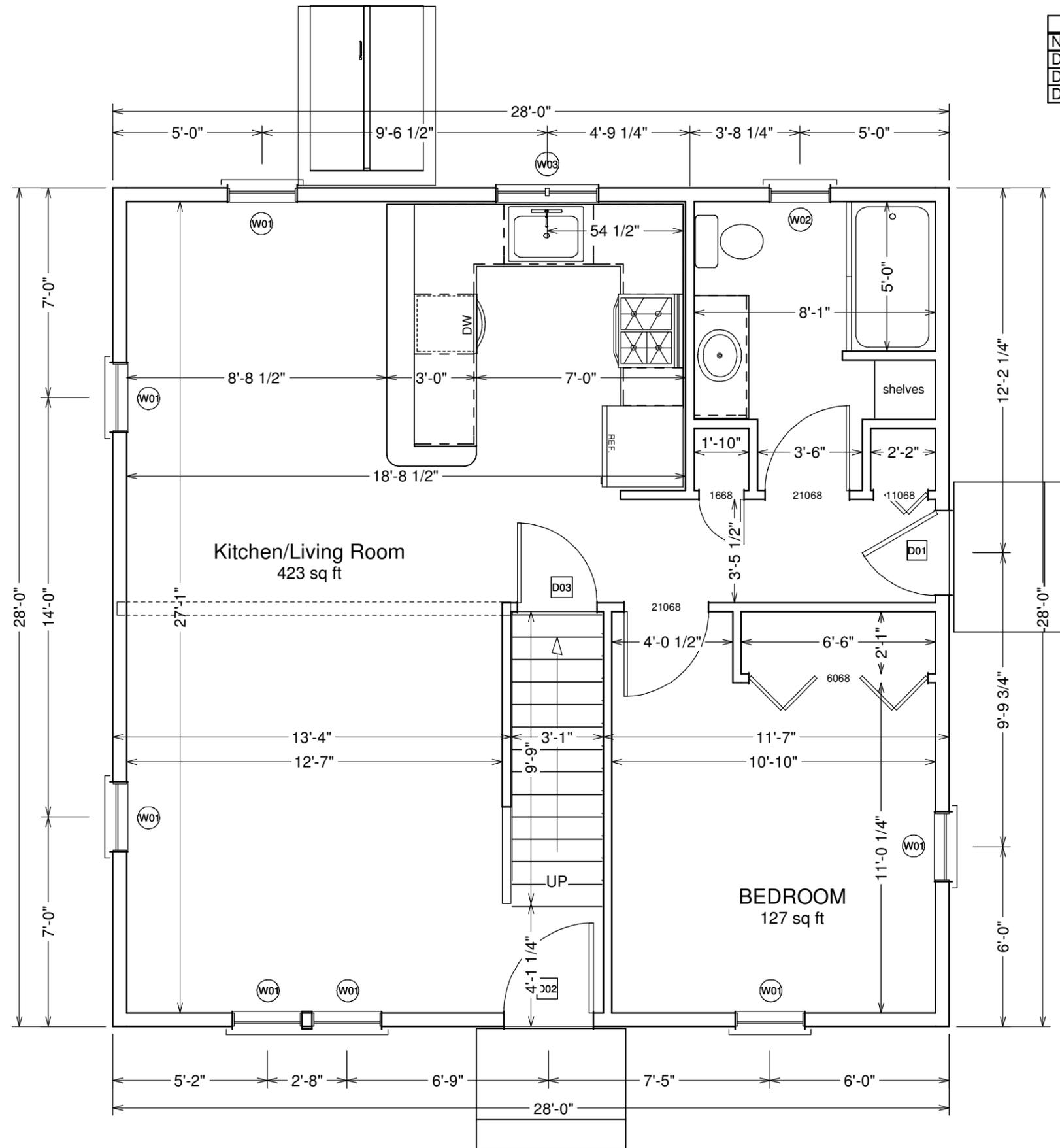


LEFT ELEVATION

PROPOSED 1 BEDROOM CAPE FOR: HABITAT FOR HUMANITY OF CAPE COD		
<i>IN:</i>	<i>SCALE:</i> 1/8" = 1' OR NOTED	<i>DRAWN BY:</i> DAVID F ALTEN
<i>ON:</i>	<i>DATE PRINTED:</i> 1/20/2017	<i>SHEET #</i> 2

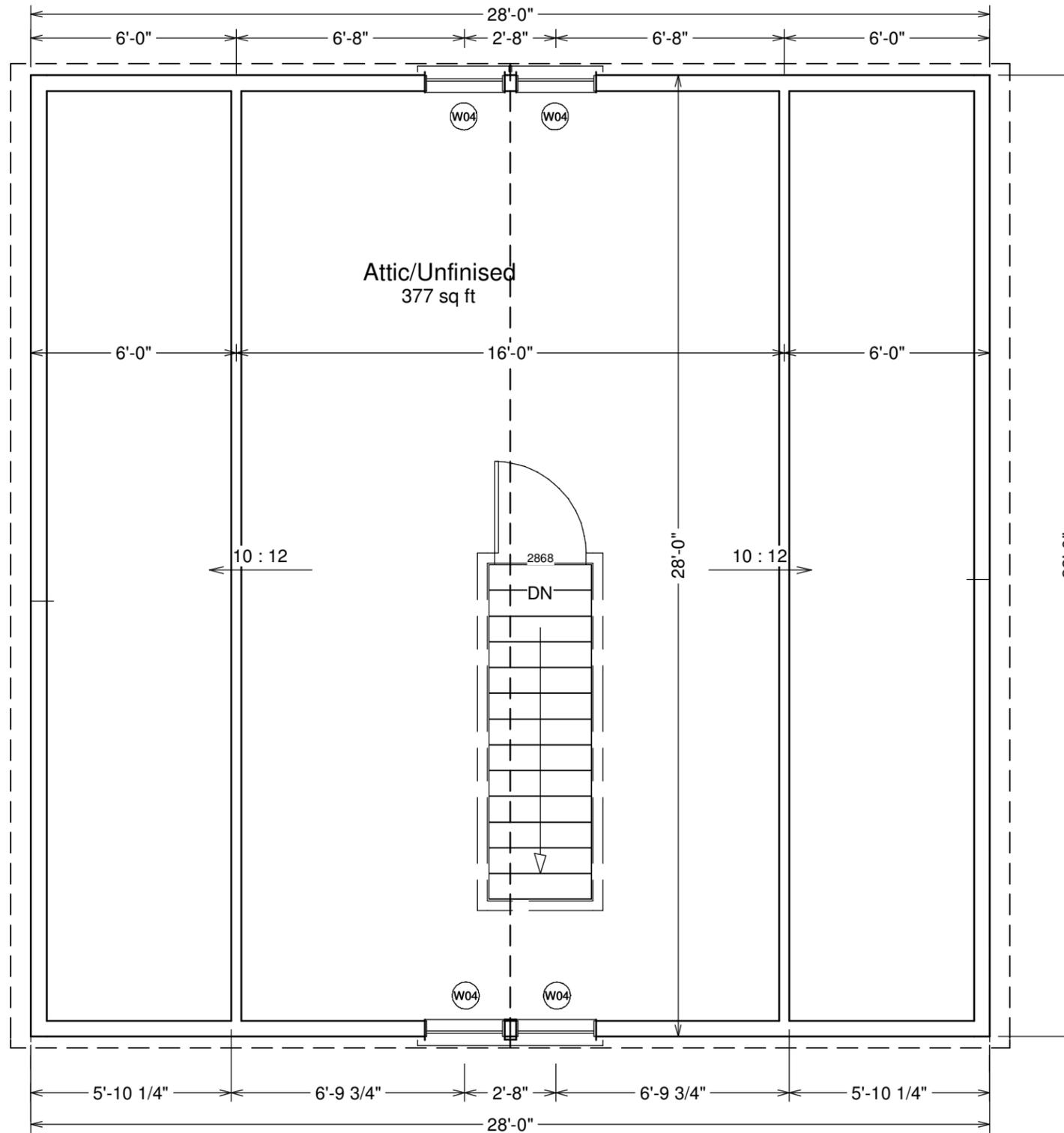
DOOR SCHEDULE				
NUMBER	QTY	FLOOR	DESCRIPTION	COMMENTS
D01	1	1	1/2 VIEW 9 LITE 2 PANEL	
D02	1	1	4 LITE 4 PANEL	
D03	1	1	6 PANEL	

WINDOW SCHEDULE				
NUMBER	QTY	FLOOR	CODE	COMMENTS
W01	7	1	244DH2449	U.30 S.29
W02	1	1	C135	U.28 S.32
W03	1	1	CN235	U.28 S.31
W04	4	2	244DH2449	U.30 S.29



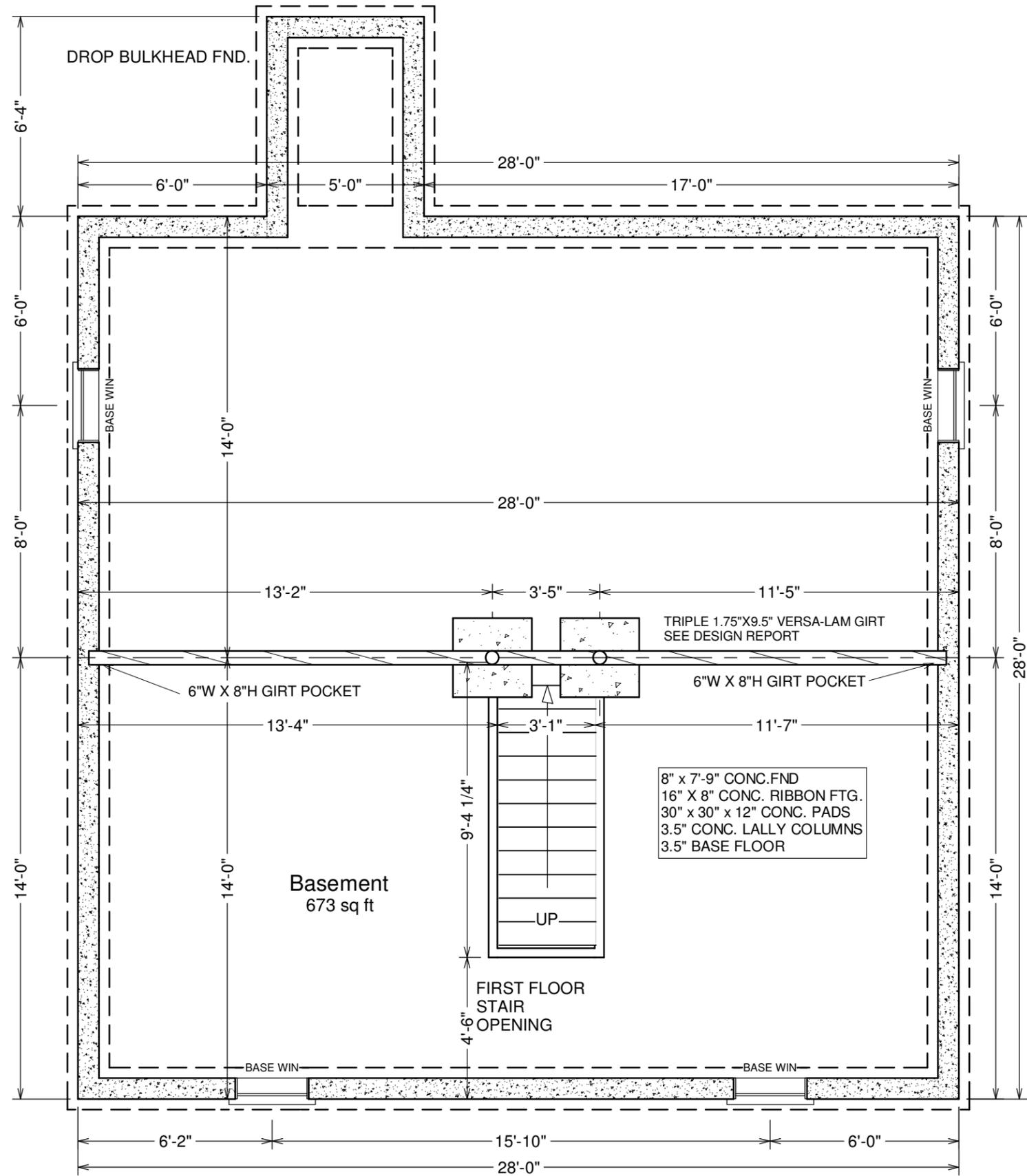
FIRST FLOOR PLAN
 1/4" = 1'

PROPOSED 1 BEDROOM CAPE FOR: HABITAT FOR HUMANITY OF CAPE COD		
IN:	SCALE: 1/8" = 1' OR NOTED	DRAWN BY: DAVID F ALTEN
ON:	DATE PRINTED: 1/20/2017	SHEET # 3



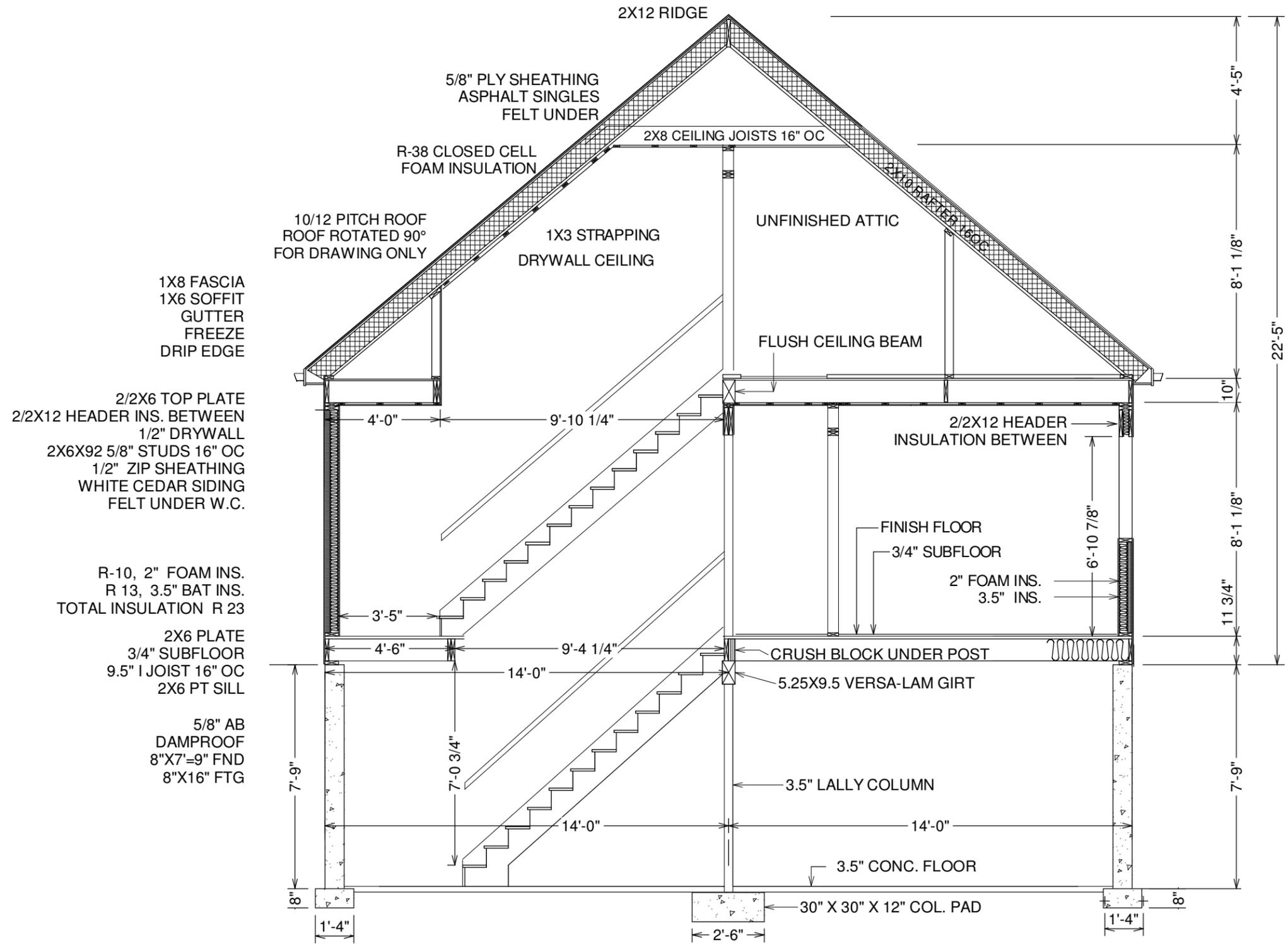
SECOND FLOOR PLAN
 1/4" = 1'

PROPOSED 1 BEDROOM CAPE FOR: HABITAT FOR HUMANITY OF CAPE COD		
IN:	SCALE: 1/8" = 1' OR NOTED	DRAWN BY: DAVID F ALTEN
ON:	DATE PRINTED: 1/20/2017	SHEET # 4



BASEMENT PLAN
 1/4" = 1'

PROPOSED 1 BEDROOM CAPE FOR: HABITAT FOR HUMANITY OF CAPE COD		
IN:	SCALE: 1/8" = 1' OR NOTED	DRAWN BY: DAVID F ALTEN
ON:	DATE PRINTED: 1/20/2017	SHEET # 5

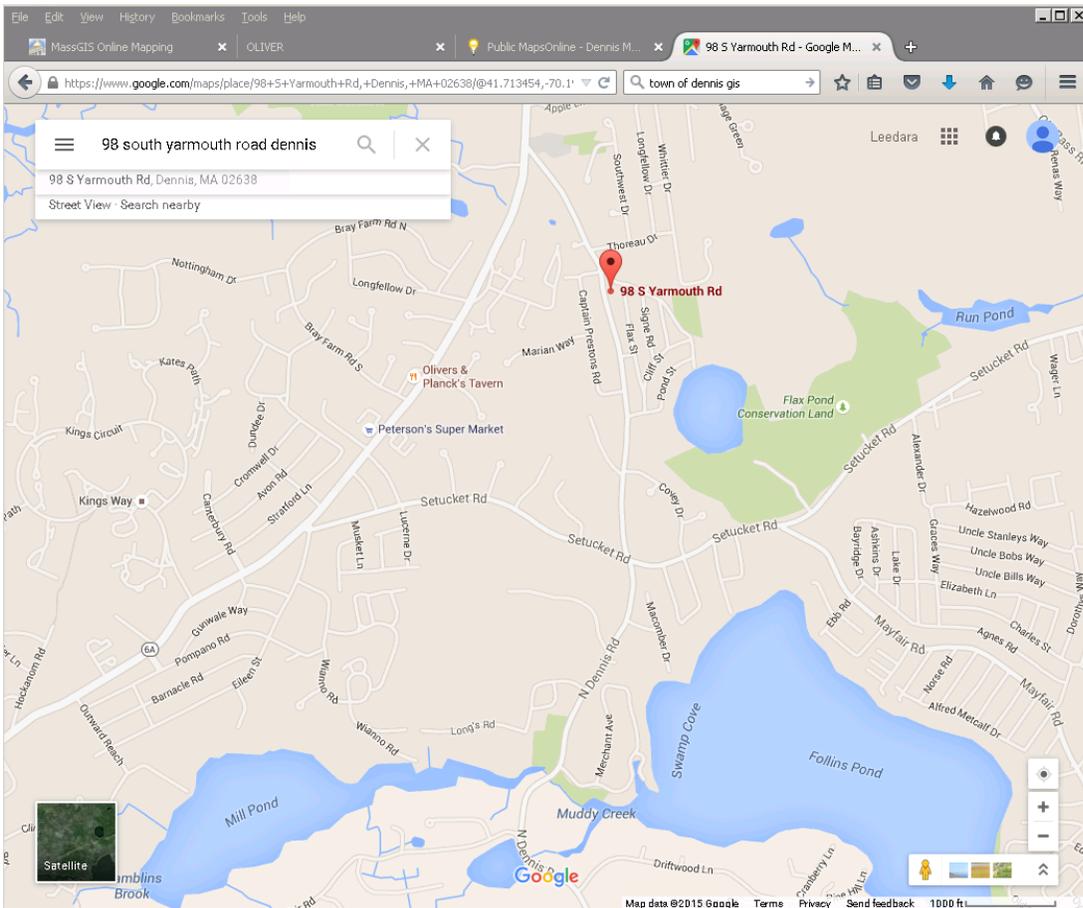
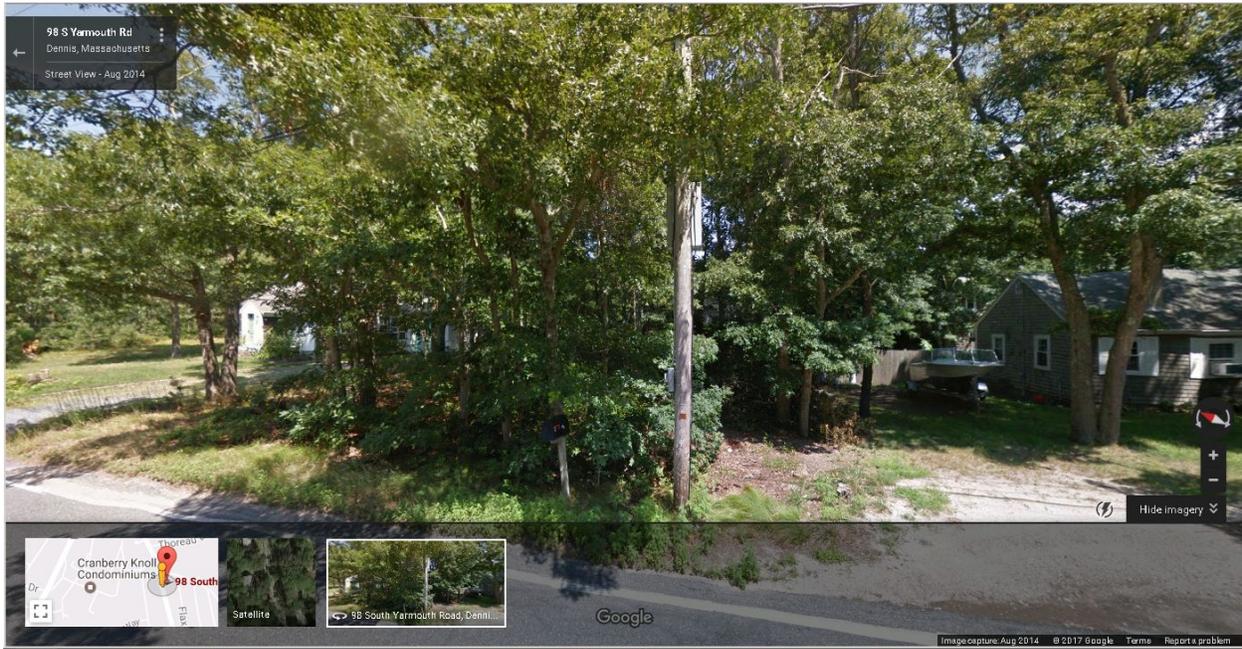


CROSS SECTION DETAIL
 1/4" = 1'

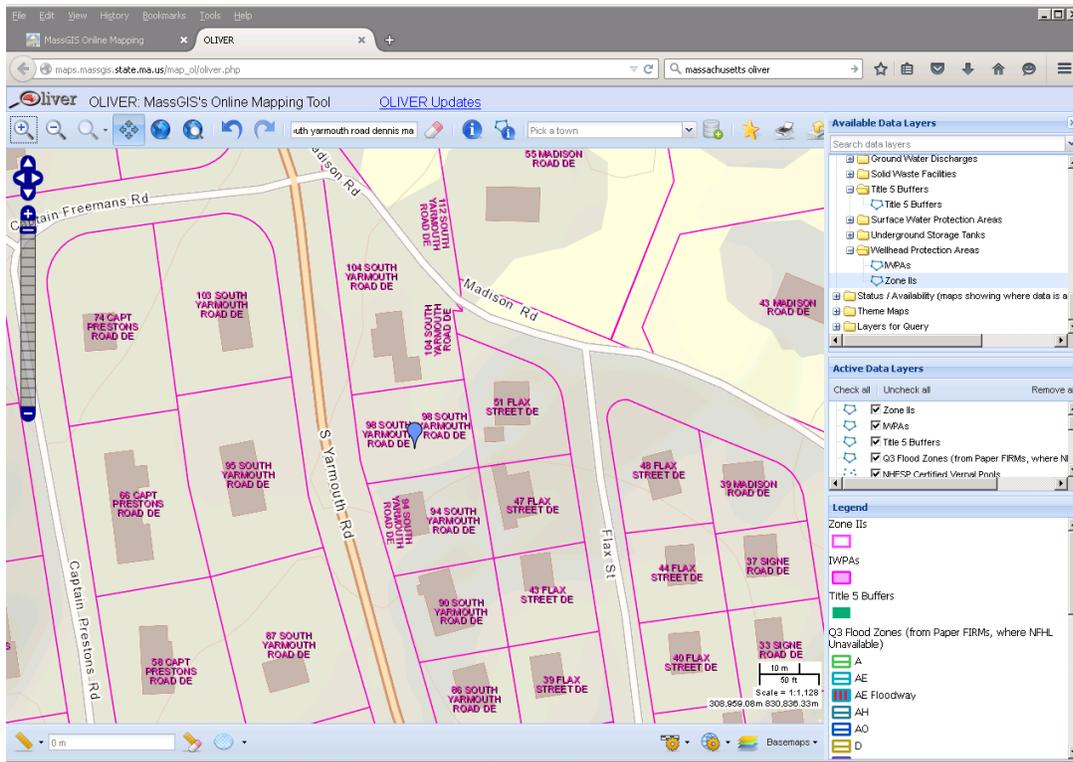
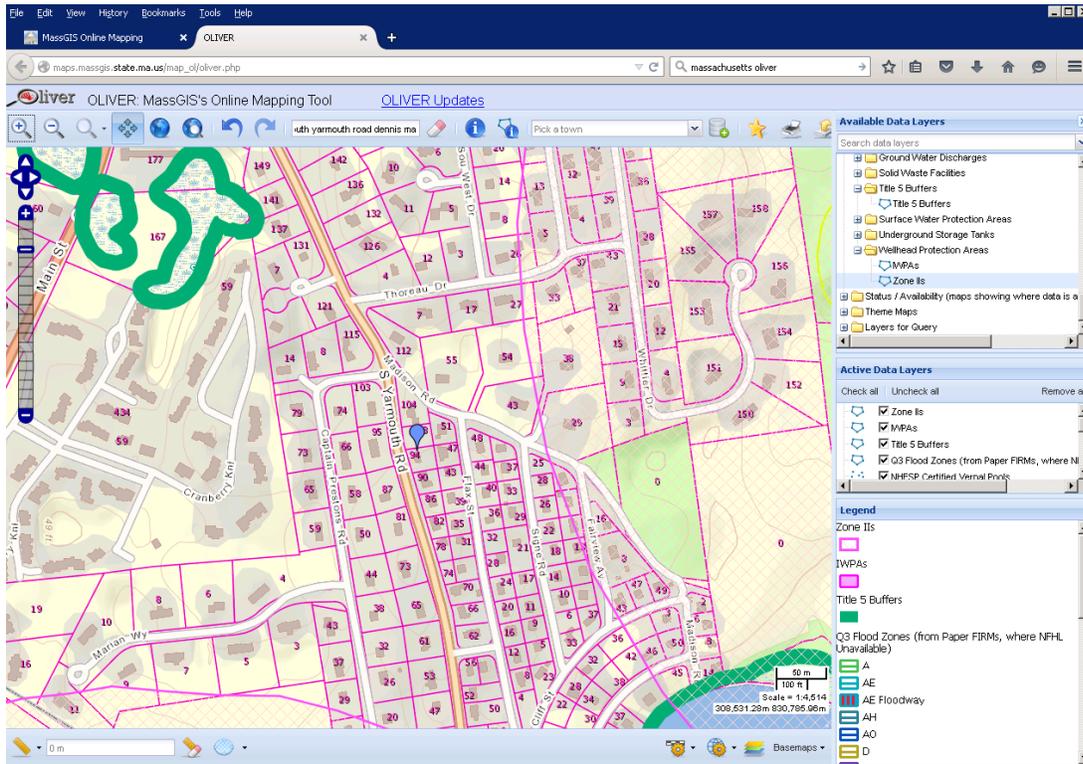
PROPOSED 1 BEDROOM CAPE FOR: HABITAT FOR HUMANITY OF CAPE COD		
IN:	SCALE: 1/8" = 1' OR NOTED	DRAWN BY: DAVID F ALTEN
ON:	DATE PRINTED: 1/20/2017	SHEET # 6

F – South Yarmouth Road Site and Building Information

TOWN OF DENNIS: 98 South Yarmouth Road, Dennis



98 South Yarmouth Road, Dennis – Mass OLIVER



98 South Yarmouth Road, Dennis – GIS

Quick Zooms

Find Properties

Owner:

Parcel ID:

Address: SOUTH YARMOUTH ROAD 98

Condo/Cottage Colony:

Results Summary

Parcel ID	Address	Village	Owner
224-348	98 SOUTH Y	DE	TOWN OF DENNIS

Detail Information

Fiscal Year	2016
Extension	0
Property Type	E
Owner	TOWN OF DENNIS
Co-Owner	
Owner Address	P O BOX 2060
Owner City	SOUTH DENNIS
Owner State	MA
Owner Zip	02660
Owner Country	9360
State Class #	VAC,TAX TITLE/TREAS
Deed Date	17-Feb-2011 00:00:00
Book	25265
Page	320
Certificate	
Last Sale Price	0.0000
Total Value	\$127,500.00
Land Value	\$127,500.00
Building Value	\$0.00
Detached Building Value	\$0.00
Address	98 SOUTH YARMOUTH
Acres	0.19
LDC_ID_F	F_1019339_2725777

Find Abutters

SimpliCITY by PeopleGIS

Quick Zooms

Find Properties

Owner:

Parcel ID:

Address: SOUTH YARMOUTH ROAD 98

Condo/Cottage Colony:

Results Summary

Parcel ID	Address	Village	Owner
224-348	98 SOUTH Y	DE	TOWN OF DENNIS

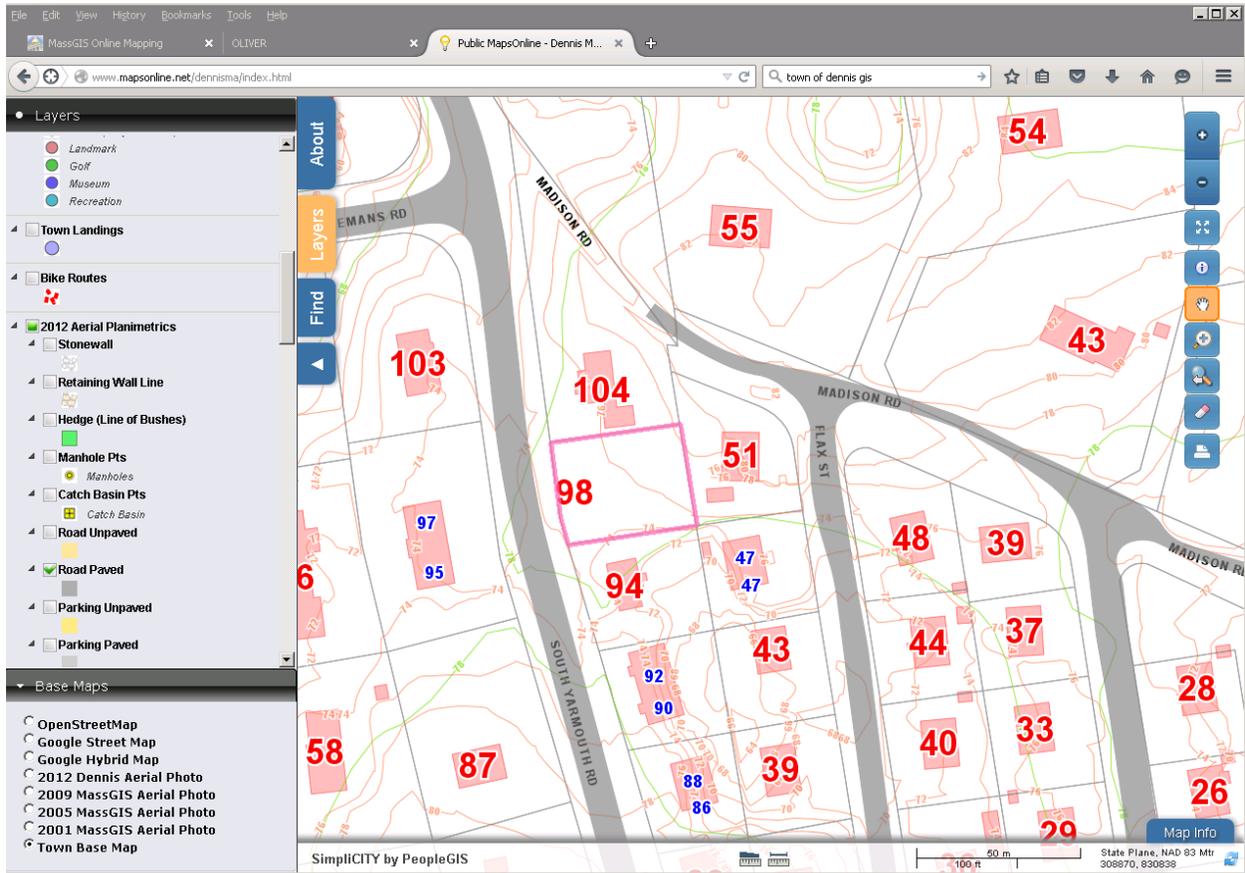
Detail Information

Fiscal Year	2016
Extension	0
Property Type	E
Owner	TOWN OF DENNIS
Co-Owner	
Owner Address	P O BOX 2060
Owner City	SOUTH DENNIS
Owner State	MA
Owner Zip	02660
Owner Country	9360
State Class #	VAC,TAX TITLE/TREAS
Deed Date	17-Feb-2011 00:00:00
Book	25265
Page	320
Certificate	
Last Sale Price	0.0000
Total Value	\$127,500.00
Land Value	\$127,500.00
Building Value	\$0.00
Detached Building Value	\$0.00
Address	98 SOUTH YARMOUTH
Acres	0.19
LDC_ID_F	F_1019339_2725777

Find Abutters

SimpliCITY by PeopleGIS

98 South Yarmouth Road, Dennis – GIS



STAMP:



BROWN LINDQUIST FENUCCIO & RABER ARCHITECTS, INC.

PH 508-362-8382
FAX 508-362-2828
www.capecodnest.com

HABITAT FOR HUMANITY
CAPE COD
TUBMAN NEIGHBORHOOD
HABITAT ROAD - LOT 9
BREWSTER, MA

TITLE:

3 BR CAPE
ELEVATION

DATE ISSUED:

10/03/2016

REVISIONS:

10/17/2016

DRAWN BY:

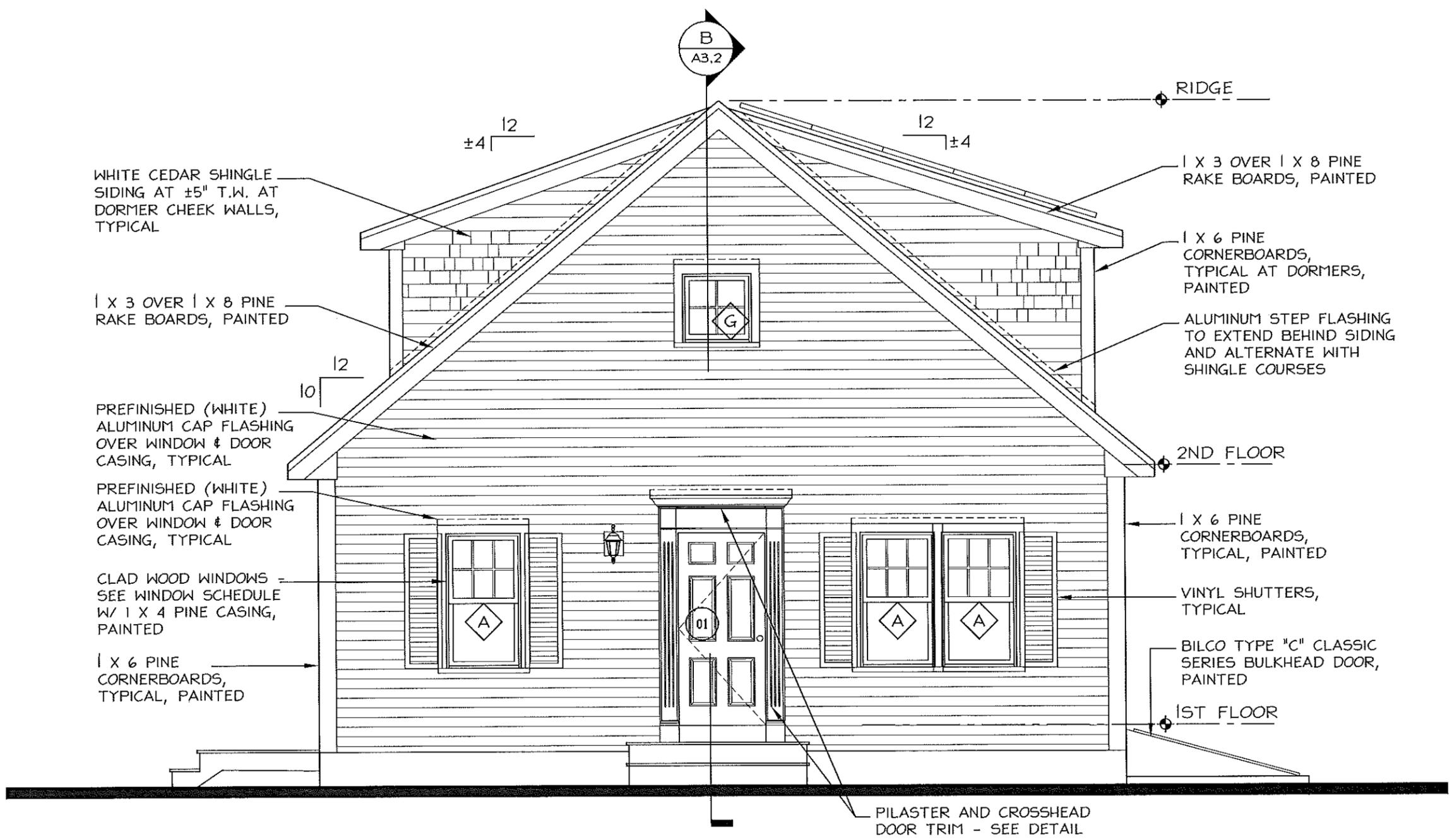
SW/TWS

PROJECT #:

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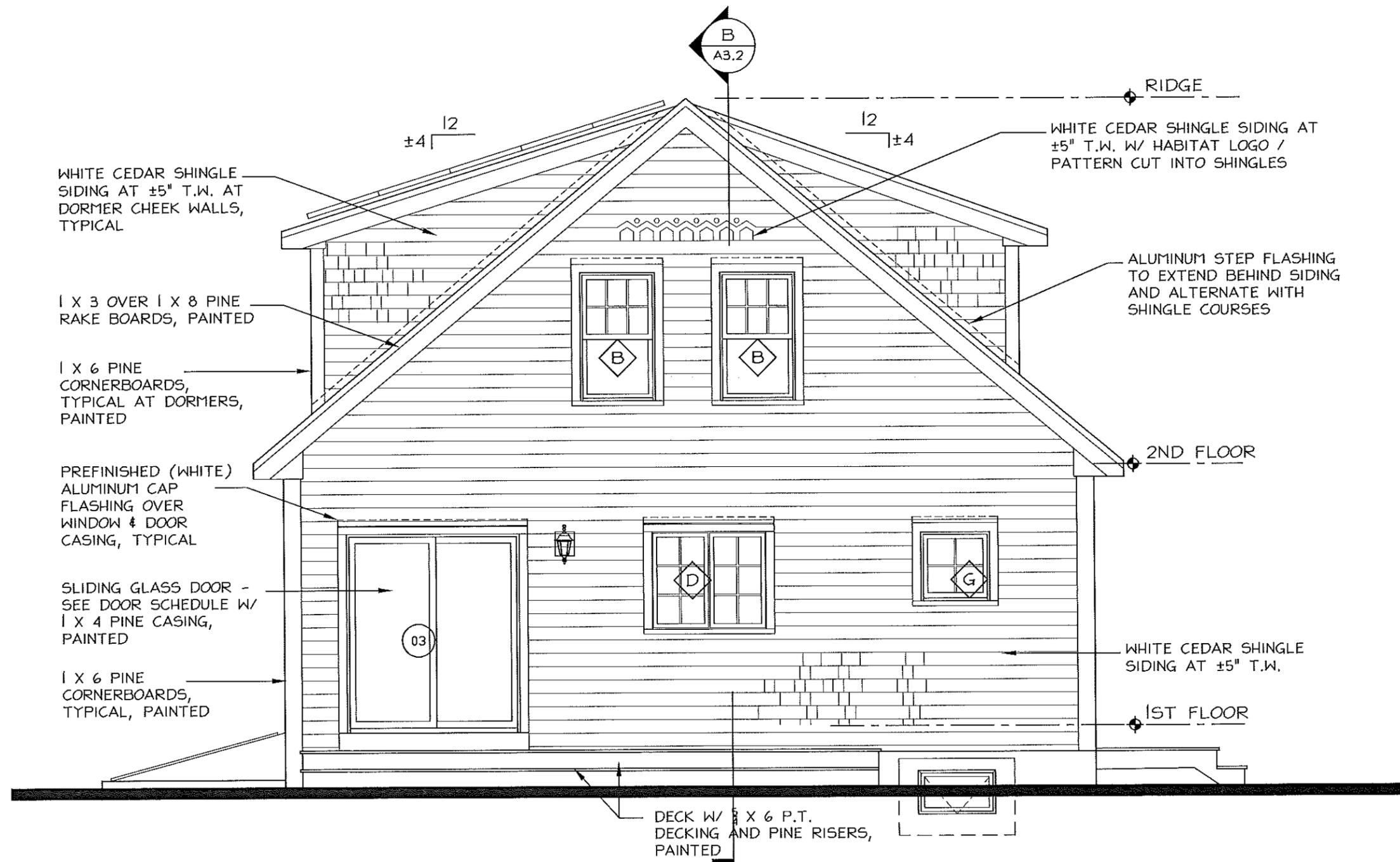
DRAWING NO.:

A2.1



1 FRONT ELEVATION - 3 BR CAPE
SCALE 1/4" = 1'-0"

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1 REAR ELEVATION - 3 BR CAPE
SCALE 1/4" = 1'-0"

STAMP:

BROWN LINDQUIST FENUCCIO & RABER ARCHITECTS, INC.
PH 508-362-8382 / FAX 508-362-2828
203 WILLOW STREET, SUITE A / YARMOUTHPORT, MA 02675
www.capeandneck.com

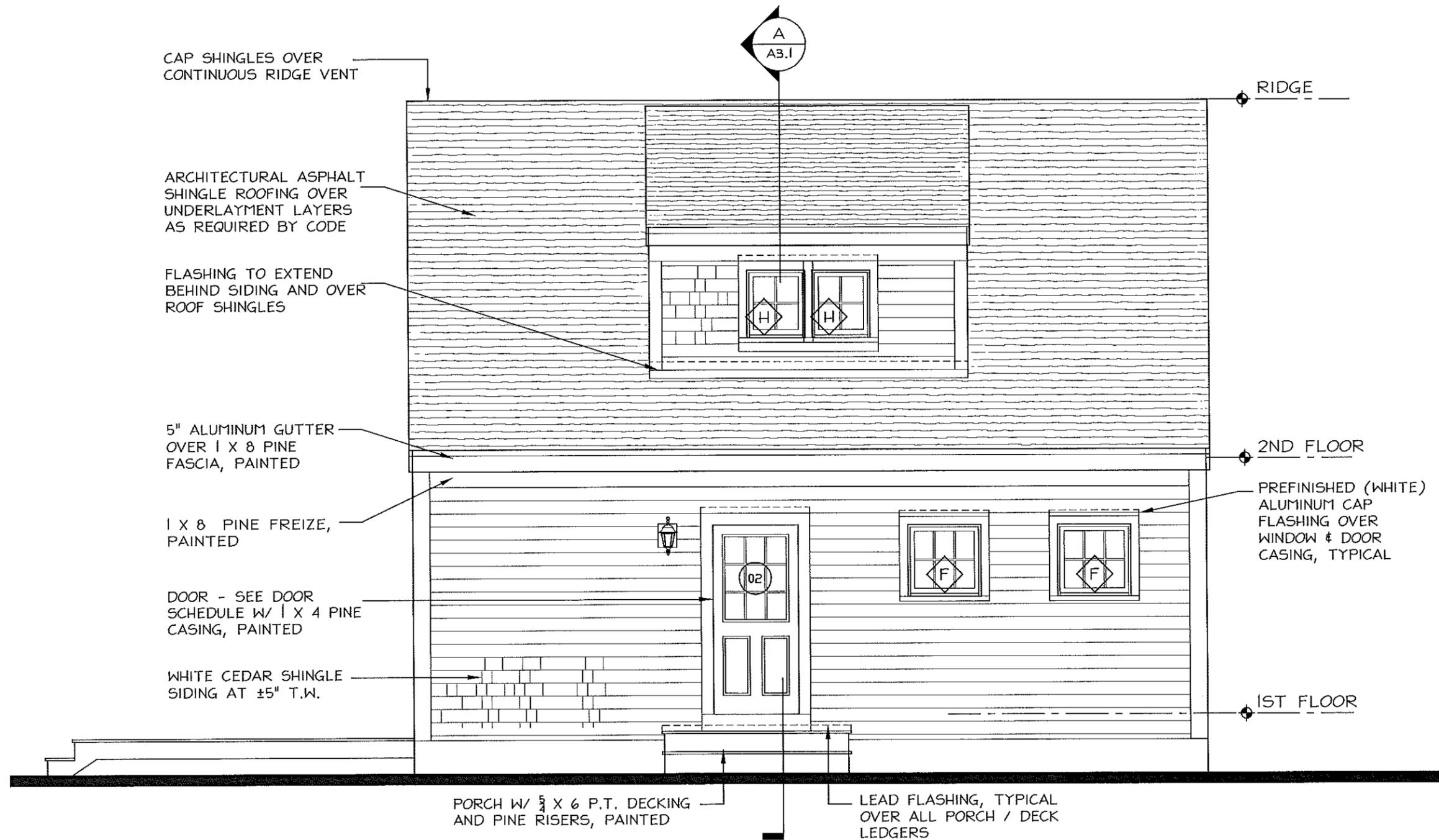
HABITAT FOR HUMANITY
CAPE COD
TUBMAN NEIGHBORHOOD
HABITAT ROAD - LOT 9
BREWSTER, MA

TITLE:
3 BR CAPE ELEVATION

DATE ISSUED: 10/03/2016
REVISIONS: 10/17/2016

DRAWN BY: SW/TWS
PROJECT #: ..
DRAWING NO.: A2.2

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18 October 2016 Auto Cad 2016
 P:\Current Projects\Habitat for Humanity of CT - Newell\Drawings\Completed Plans\Construction Documents\02 Plans & Elevation\02R - Elevation - 3BR - Cape.dwg

① LEFT SIDE ELEVATION - 3 BR CAPE
 SCALE 1/4" = 1'-0"

STAMP:

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 ARCHITECTS, INC.
 203 WILLOW STREET, SUITE A
 YARMOUTHPORT, MA 02675
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HABITAT FOR HUMANITY
 CAPE COD
 TUBMAN NEIGHBORHOOD
 HABITAT ROAD - LOT 9
 BREWSTER, MA

TITLE:
3 BR CAPE ELEVATION

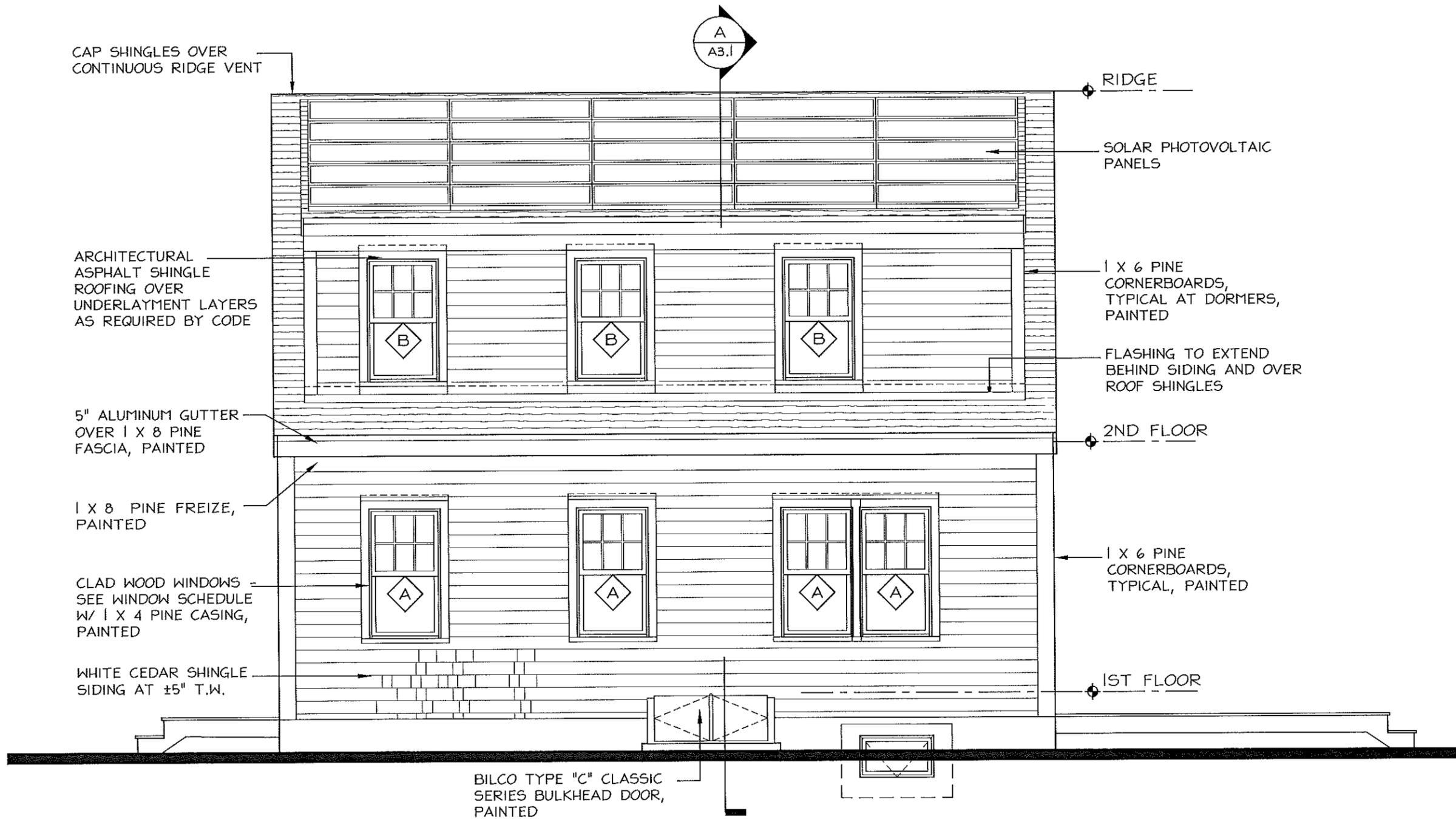
DATE ISSUED: 10/03/2016

REVISIONS: 10/17/2016

DRAWN BY: SW/TWS

PROJECT #:

DRAWING NO.:
A2.3



1 RIGHT SIDE ELEVATION - 3 BR CAPE
SCALE 1/4" = 1'-0"

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ARCHITECTS, INC.

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FAX 508-362-2828

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YARMOUTHPORT, MA 02675
www.capearchitects.com

HABITAT FOR HUMANITY
CAPE COD
TUBMAN NEIGHBORHOOD
HABITAT ROAD - LOT 9
BREWSTER, MA

TITLE:

3 BR CAPE
ELEVATION

DATE ISSUED:

10/03/2016

REVISIONS:

10/17/2016

DRAWN BY:

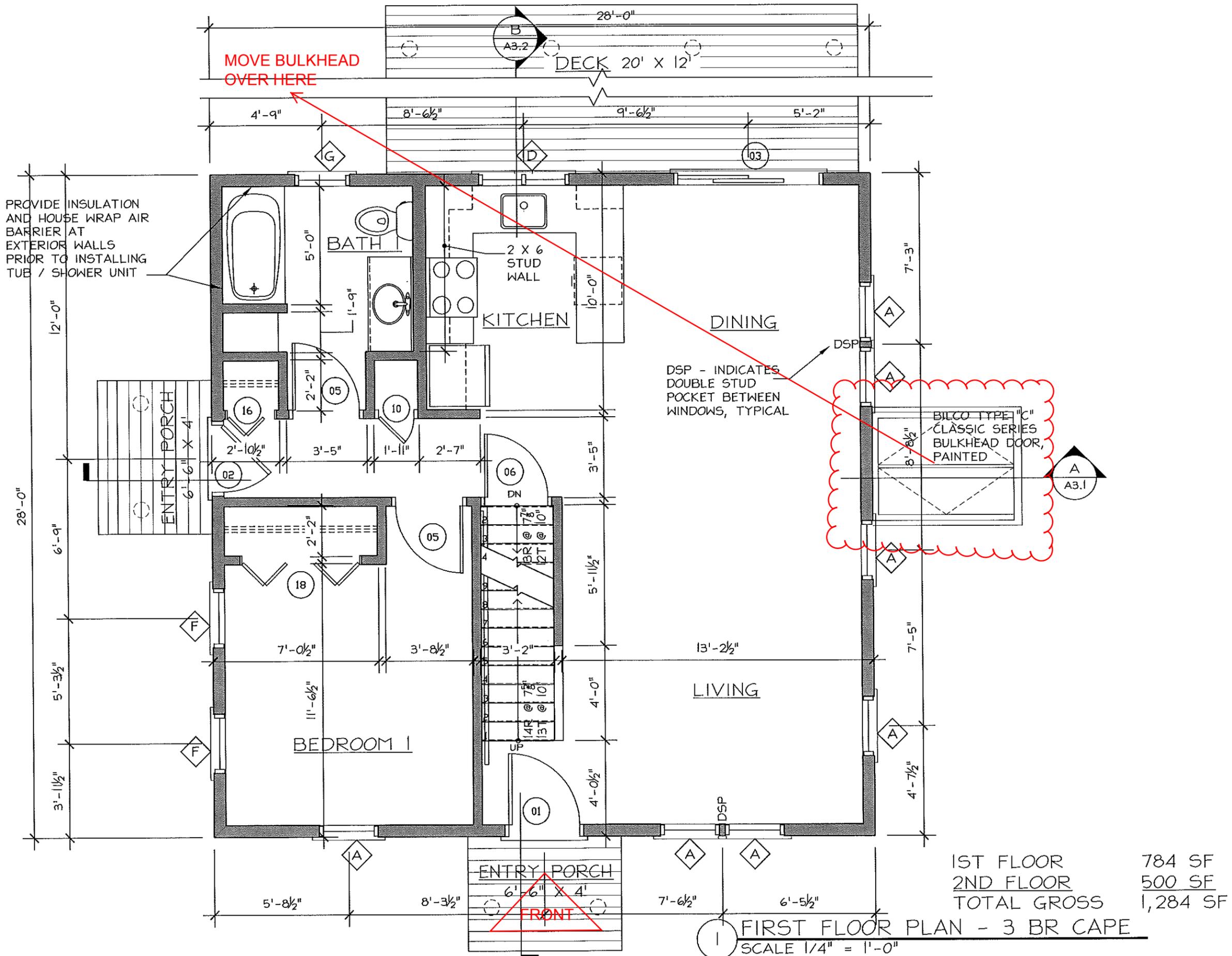
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PROJECT #:

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DRAWING NO.:

A2.4



1ST FLOOR 784 SF
 2ND FLOOR 500 SF
 TOTAL GROSS 1,284 SF

1 FIRST FLOOR PLAN - 3 BR CAPE
 SCALE 1/4" = 1'-0"

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 10/17/2016 10:17 AM C:\Users\jrd\Documents\Projects\3 BR CAPE\3 BR CAPE.dwg

STAMP:

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HABITAT FOR HUMANITY
 CAPE COD
 TUBMAN NEIGHBORHOOD
 HABITAT ROAD - LOT 9
 BREWSTER, MA

TITLE:
 3 BR CAPE
 FIRST FLOOR
 PLAN

DATE ISSUED: 10/03/2016
 REVISIONS: 10/17/2016

DRAWN BY: SW/IWS
 PROJECT #:
 DRAWING NO.:

A1.1

G – Janall Drive Site Control

Attached

QUITCLAIM DEED

I, GEORGE HILL, with a mailing address of P.O. Box 605, Barnstable, MA 02630 for consideration of Two and 00/100 Dollars (\$2.00) paid

hereby grant to HABITAT FOR HUMANITY OF CAPE COD, INC., a Massachusetts non-profit corporation, having its offices at 411 Main Street, Suite 6, Yarmouthport, MA 02675

With QUITCLAIM COVENANTS

PARCEL ONE:

The land situated in East Dennis, in the County of Barnstable and Commonwealth of Massachusetts, commonly known and numbered 30 Janall Drive, more particularly described as follows:

Lot 7 as shown on a plan entitled "Clay Pond Village Subdivision Plan in East Dennis, MA. Prepared for George Hill", dated April 17, 2013, by down cape engineering, inc., and recorded with the Barnstable Registry of Deeds in Plan Book 651 Page 63.

PARCEL TWO:

The land situated in East Dennis, in the County of Barnstable and Commonwealth of Massachusetts, commonly known and numbered 34 Janall Drive, more particularly described as follows:

Lot 8 as shown on a plan entitled "Clay Pond Village Subdivision Plan in East Dennis, MA. Prepared for George Hill", dated April 17, 2013, by down cape engineering, inc., and recorded with the Barnstable Registry of Deeds in Plan Book 651 Page 63.

Said premises are conveyed subject to the following covenants, conditions and restrictions:

1. The premises shall be subject in perpetuity to an Affordable Housing Restriction ("AHR") in substantially the same form and substance as the Affordable Housing Restriction attached hereto as Exhibit A, which is incorporated herein by reference.

PROPERTY ADDRESS: 30 JANALL DRIVE, EAST DENNIS
and 34 JANALL DRIVE, EAST DENNIS

2. Habitat and its successors in title shall convey each lot subject to a perpetual AHR qualifying under M.G.L. c. 184 §§ 31 and 32, substantially in the same form and substance as the Affordable Housing Restriction attached hereto as Exhibit A, which AHR shall be enforceable by the Town of Dennis and/or the Massachusetts Department of Housing and Community Development.

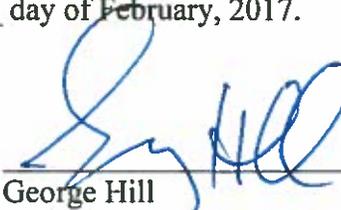
3. The Affordable Housing Restriction shall also be deemed to be an “other restriction” held by a governmental body, as that term is used in M.G.L. c. 184 §26, such that the restrictions contained therein shall be enforceable for its full term and not be limited in duration by any contrary rule or operation of law.

The Grantor hereby certifies under the pains and penalties of perjury that the premises are not his primary residence and that there are no persons entitled to any rights of Homestead under M.G.L. c. 188 in the premises conveyed by this deed.

For grantor’s title see Commissioner’s Deed recorded in Book 26199, Page 262.

[end of document text - signature page follows]

WITNESS my hand and seal this 7th day of February, 2017.

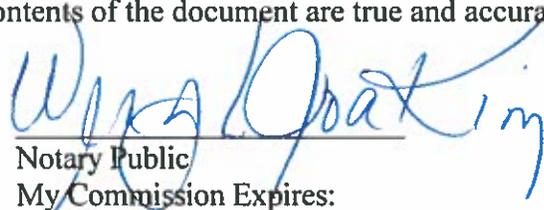

George Hill

COMMONWEALTH OF MASSACHUSETTS

County of Barnstable

February 7, 2017

Then personally appeared before me, the undersigned notary public, the above-named George Hill, who proved to me through satisfactory evidence of identification, which was MA Drivers License, to be the person(s) whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, and who swore or affirmed to me that the contents of the document are true and accurate to the best of his knowledge and belief.


Notary Public
My Commission Expires:



WENDY L. JOAKIM
Notary Public
Commonwealth of Massachusetts
My Commission Expires April 6, 2018



Town of Dennis

P.O. Box 2060, South Dennis, MA 02660 / Telephone: 508-394-8300 Fax: 508-394-8309

LM
 RECEIVED
 2013 JUN 26 PM 12:42
 DENNIS TOWN CLERK

APPLICANT	George Hill
CASE NUMBER	PB 263-64

REGISTRY OF DEEDS REQUIRED INFORMATION (Must be filled out by applicant)			
Current Property Owners:		George Hill	
Property Address:		0 Janall Drive, East Dennis	
Registry of Deeds Title Reference		Book: 24990	Page 145
or	Certificate of Title #	And Land Ct Lot	And Plan #
Town Map #	263	Parcel	64

HEARING DATE	June 17, 2013
REQUEST	Special Permit to construct eight two-bedroom residential dwellings for sale, two of which will be affordable housing, under section 4.9.2 of the Dennis Zoning Bylaw.

PLANS	
PLOT PLAN	Clay Pond Village Subdivision Plan in East Dennis MA by down cape engineering, inc. Dated April 17, 2013 Clay Pond Village Layout/Landscape Plan of Land in East Dennis, by down cape engineering, inc., Revision dated January 29, 2013 Erosion Control Plan of Clay Pond Village in East Dennis, by down cape engineering, inc., Dated June 12, 2013
BUILDING PLANS	Building Plans by Northside Design Associated dated 3-13-13 including: A.1 Floor Plans Lot 1 The Islander A.2 Elevations Lot 1 The Islander A.1 Floor Plans Lot 2 The Alden A.2 Second Floor Plan Lot 2 The Alden A.3 Elevations Lot 2 The Alden A.1 Floor Plans Lot 3 The Alden A.2 Floor Plans Lot 3 The Alden A.3 Elevations Lot 3 The Alden A.1 Floor Plans Lot 4 The Islander A.2 Elevations Lot 4 The Islander A.1 Floor Plans Lot 5 The Provincetown A.2 Front Elevation Lot 5 The Provincetown A.1 Floor Plans Lot 6 The Alden A.2 Floor Plans Lot 6 The Alden

APPLICANT	Hill	Page 2
CASE NUMBER	PB 263-64	

	<p>A.3 Elevations Lot 6 The Alden A.1 Floor Plans Lot 7 The Provincetown A.2 Front Elevation Lot 7 The Provincetown A.1 Floor Plans Lot 8 The Islander A.2 Floor Plans Lot 8 The Islander A.3 Elevations Lot 8 The Islander</p>
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<p>FINDINGS</p>	<ul style="list-style-type: none"> • The proposal is consistent with the purpose of Section 4.9 to further the goal of encouraging various lot sizes and housing types for persons of various age and income levels in accordance with Massachusetts General Laws, Chapter 40A, Section 9 which allows municipalities to adopt "incentive" ordinances for the creation of affordable year round housing. • The proposal will help people who, because of rising land prices, have been unable to obtain suitable housing at an affordable price within the Town of Dennis. The 2010 Census shows that Dennis lost nearly 1,800 people in the past decade. Much of this population loss has been in the younger age groups including significant losses in the under 30 population. Housing, especially affordable home ownership will improve the ability of the town to attract such populations. • The proposal will help to maintain a stable economy by preventing out-migration of residents who provide essential services. IRS income tax data illustrates significant out-migration from Barnstable County. These losses include older population migrating to southerly states and others, most likely younger people, migrating to counties surrounding the City of Boston. • The applicant has conformed to the design standards of this By-law and will deliver the needed affordable units with all units being deed restricted affordable with at least 25% of the units created (2) deed restricted affordable to persons earning between under 80% of the areas median income. • The proposed development site plan is designed in its site allocation, proportions, orientation, materials, landscaping and other features as to provide a stable and desirable character complementary and integral with the site's natural features. • The development, density increase and relaxation of zoning standards has no material, detrimental effect on the character of the neighborhood or Town and is consistent with the performance standards of the Dennis Zoning By-law. The proposal, for eight individual house lot ranging from about 13,400 sf up to about 19,500 sf is similar to the surrounding
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APPLICANT	Hill	Page 3
CASE NUMBER	PB 263-64	

	<p>single family house lots on Janall Drive.</p> <ul style="list-style-type: none"> • That consistent with Section 4.9.2.2.1 the Planning Board has discretion to reduce or suspend the minimum area requirements otherwise applicable under Section 2.3.2 for an Affordable Housing Development. • The project is consistent with the General Objectives of the Affordable Housing Development and: <ul style="list-style-type: none"> ○ promotes in-fill residential development opportunities; ○ is compatible with the adjacent neighborhood; ○ encourages development of economically priced housing and a variety of types of housing; and ○ fosters flexibility and creativity in the creation of affordable housing. • The proposal is consistent with Section 4.9.2.2 as noted below: 4.9.2.2.1 The Planning Board shall have discretion to reduce or suspend the minimum requirements otherwise applicable under Section 2.3 , 3.1 and 4.2 for an Affordable Housing Development, provided that the Planning Board finds that the conditions present on the site are adequate to support the proposed use, protect the surrounding neighborhood, and meet the intended goals of providing affordable housing; and provided however that there must be: <table border="1" data-bbox="690 1056 1404 1654" style="margin-left: 40px;"> <tr> <td>a maximum height of 35 feet and two stories;</td> <td>Buildings are under 35 feet tall</td> </tr> <tr> <td>a maximum building coverage of 15%;</td> <td>Building coverage is under 15%.</td> </tr> <tr> <td>a maximum total site coverage of 50%;</td> <td>Maximum total site coverage is under 50%</td> </tr> <tr> <td>a minimum building separation of twenty feet; and</td> <td>Buildings are greater than 20 feet apart and meet the normal 30 foot separation requirement in other parts of the zoning by-law.</td> </tr> <tr> <td>a determination that the parking will be adequate in number and size to serve the proposed use of the site.</td> <td>The site complies with the normally required parking for residential uses, providing two parking spaces for every unit.</td> </tr> </table> 4.9.2.2.2 The Planning Board shall have the discretion to permit a density of greater than one bedroom for every 10,000 square feet based upon the recommendation of the Dennis Board of Health that the waste water system recommended for the site meets all state and local environmental standards for the protection of 	a maximum height of 35 feet and two stories;	Buildings are under 35 feet tall	a maximum building coverage of 15%;	Building coverage is under 15%.	a maximum total site coverage of 50%;	Maximum total site coverage is under 50%	a minimum building separation of twenty feet; and	Buildings are greater than 20 feet apart and meet the normal 30 foot separation requirement in other parts of the zoning by-law.	a determination that the parking will be adequate in number and size to serve the proposed use of the site.	The site complies with the normally required parking for residential uses, providing two parking spaces for every unit.
a maximum height of 35 feet and two stories;	Buildings are under 35 feet tall										
a maximum building coverage of 15%;	Building coverage is under 15%.										
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a determination that the parking will be adequate in number and size to serve the proposed use of the site.	The site complies with the normally required parking for residential uses, providing two parking spaces for every unit.										

APPLICANT	Hill	Page 4
CASE NUMBER	PB 263-64	

	<p>public health and water quality.</p> <p>The Board of Health has approved the septic design for this property and has approved 8 two-bedroom house sites.</p> <p>4.9.2.3 Special Permit Requirements:</p> <p>4.9.2.3.1 A minimum tract of two and one-half (2 1/2) acres shall be required.</p> <p>The tract of land is 2.88 acres.</p> <p>4.9.2.3.2 A maximum of sixteen (16) dwelling units shall be allowed in any one building.</p> <p>The proposal calls for 8 single family dwelling units.</p> <p>4.9.2.3.3 The Planning Board shall have the discretion to reduce the off-street parking requirements otherwise applicable under Section 3.1.3.2 where (1) the number of units to be restricted under Section 4.9.4 exceeds 25%, and (2) the applicant demonstrates that the proposed parking is sufficient to address the parking needs of the Affordable Housing Development.</p> <p>Each unit is designed with a one-car garage and adequate driveway area for additional parking.</p> <p>4.9.2.3.4 The tract of land to be developed shall provide for front, rear and side setbacks of 20 feet, which shall constitute vegetated buffers, except for where crossed by site driveways;</p> <p>The plan illustrate the 20 foot vegetated buffer as required under zoning.</p> <p>4.9.2.3.5 Where an applicant proposed to divide the tract of land that is the locus of a proposed Affordable Housing Development, the minimum lot size shall be ten-thousand (10,000) square feet. The Planning Board may, in its sole discretion, reduce the internal front and rear yard setback requirements of Section 2.3.2, provided however, that said setbacks shall be no less than ten (10) feet. The Affordable Housing Development must still comply with the setback requirements of Section 4.9.2.3.4 as if the tract of land was not subdivided.</p> <p>No setback relief requested</p> <p>4.9.2.3.6 The Affordable Housing Development must</p>
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APPLICANT	Hill	Page 5
CASE NUMBER	PB 263-64	

	<p>conform to all other requirements of the Zoning By-law. In the event that a provision of Section 4.9.2 conflicts with another provision of the By-law, the provisions of Section 4.9.2 shall control.</p> <p>No other zoning relief is requested, project complies with all other aspects of Dennis Zoning.</p> <p>4.9.2.3.7 For multi-family buildings a properly screened area must be provided for storage of trash and recyclable materials. Outside storage areas or enclosures shall be kept clean and shall be large enough to accommodate the storage of all garbage and refuse containers. Garbage and refuse containers, dumpsters, and compactor systems shall be stored on or above a smooth surface of nonabsorbent material such as concrete or asphalt.</p> <p>Not a multi-family project.</p> <p>4.9.2.3.8 The second unit created, and every fourth unit created there-after shall be deed restricted as permanently affordable units, per the applicable standards in Section 4.9.4 below. In no case shall less than twenty-five percent of the units be affordable. All units created shall be for year-round housing.</p> <p>Two of the eight units will be deed restricted affordable.</p> <ul style="list-style-type: none"> • The eight buildings will not occupy more than 15% of the sites land area, similar to what could be occupied by one, quite large single or two family home. • The construction of the eight units of housing as conditioned would not create a nuisance, hazard or congestion, nor would it cause other significant harm to the neighborhood. • The site will be a comparable density to the existing neighborhood on Janall Drive and significantly less dense than other affordable housing projects approved recently in Dennis. The nearest similar project would be Nautical Drive approved in the 1980's. • The proposed use is allowed within the by-law by special permit. • The site is located in a neighborhood of similar size lots and houses. • The applicant has met with the Dennis Affordable Housing Trust and the Trust has voted to endorse the project as consistent with the Dennis Planned Production Plan for
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APPLICANT	Hill	Page 6
CASE NUMBER	PB 263-64	

	<p>Affordable Housing.</p> <ul style="list-style-type: none"> • Mortgage costs exceed 30% of income for 57.6% of the homeowners earning less than 80% of median income. • • Approximately 5% of the housing units in Dennis are deed restricted affordable. • The site plan is appropriate as designed for providing for the creation of the needed affordable housing and waives the 100 foot width requirement as it relates to Lot 1 on the plan.
VOTE	The Planning Board voted unanimously to approve the Special Permit (Mezzadri [Chair], DiManno, Eldredge, Malzone, Nashawaty and Clancy [all])

CONDITIONS	<ol style="list-style-type: none"> 1) The applicant shall be required to execute an affordable housing restriction ("Restriction") in a form acceptable to the Planning Board (sample on file in the Planning Office). The special permit shall not be exercised until the applicant records the Restriction in the Registry of Deeds. The Restriction shall establish that at least 25% of the unit's be deed restricted to 80% of median income shall be required to execute appropriate DHCD Deed Riders at the time of sale entitled "Local Initiative Program Affordable Housing Deed Rider, for Projects in which Affordability Restrictions Survive Foreclosure". 2) The Restriction shall provide that at least 25% of the units be made available for sale shall be sold at a cost (including heat, but not other utilities) not to exceed 30% of the annual income of a household earning 80% of the Barnstable County median income, and shall be sold to households earning at or below 80% of the Barnstable County median income. 3) Maximum sales or rental prices shall be governed by DHCD's regulations under Chapter 40B of the Massachusetts General Laws, and shall be set at levels that will enable the Town to qualify the housing unit created under this By-law towards the Town's subsidized housing inventory. 4) The applicant shall comply with any Massachusetts Department of Housing and Community Development ("DHCD") regulations and guidelines for qualification of the housing units created under this By-law towards the Town's subsidized housing inventory, including but not limited to the form of the affordable housing restriction and regulations concerning tenant selection and marketing, unit
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APPLICANT	Hill	Page 7
CASE NUMBER	PB 263-64	

	<p>design standards, and income eligibility standards. The Restriction shall further provide that the applicant shall cooperate with the Town in good faith to qualify any restricted housing unit towards the Town's subsidized housing inventory. The unit's deed restricted to 80% of median income shall be required to execute appropriate DHCD Deed Riders.</p> <p>5) In order to rent the units deed restricted to 80% of median income the following DHCD standards shall apply:</p> <ol style="list-style-type: none"> a. LIP Deed Rider requires DHCD and the town to approve request to rent unit in one year intervals; b. Owner must send written request that states the reason for renting, itemized accounting of their monthly carrying costs (mortgage including principle and interest, condo fee, other utilities, etc), and documentation that condo association does not prohibit renting c. DHCD and town approves request for period of one year. At end of term, DHCD requires documentation of rents received and continued efforts to market the unit for sale. Any excess proceeds above monthly carrying costs are to be paid to town. <p>6) In the event that a housing unit subject to a restriction created under this By-law becomes vacant, the owner shall give written notice to the Department of Housing and Community Development, Dennis Housing Authority and Housing Assistance Corporation.</p> <p>7) Current employees of the Town of Dennis and residents of the Town of Dennis shall have preference over non-residents in the selection of tenants and buyers of housing units subject to a restriction to the extent permitted by DHCD regulations and state or federal laws.</p> <p>8) Floodlighting – Floodlights shall not be used to light all or any portion of any primary or accessory structure façade, and all outdoor light sources mounted on poles or buildings or trees to illuminate streets, sidewalks, walkways, parking areas, or other outdoor areas shall use full cutoff light fixtures. For the purpose of this section, a "full cutoff light fixture" is one in which no more than 2.5% of the total output is emitted at 90 degrees from the vertical pole or building wall on which it is mounted. All such fixtures shall be installed or shielded so that no part of the light bulb or light source is visible beyond the property bounds.</p> <p>9) The applicant shall make use of roof drains, provide swales at the property boundary and direct driveway run-off to the swales.</p>
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APPLICANT	Hill	Page 8
CASE NUMBER	PB 263-64	

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|--|--|
| | <p>10) The applicant shall comply with all other requirements of the Dennis Storm Water By-law as may arise during the Building Permit stage of site development.</p> <p>11) Prior to the issuance of a Building Permit, the applicant shall enter into a marketing and monitoring agreement with the Dennis Housing Authority, the Housing Assistance Corporation or other entity designated by the Town of Dennis to ensure all DHCD requirements are met.</p> <p>12) To ensure the maintenance of the mature vegetation all areas proposed to remain as natural vegetation are to be delineated by the means of a snow fence before site clearing is conducted.</p> <p>13) To ensure the long term protection of the vegetated buffer area a minimum of a single rail fence shall be erected that clearly demarcates the separation between the yard area for each housing unit and the protected buffer.</p> <p>14) Any changes to the site plan shall require the applicant to return to the Planning Board for approval of the modifications prior to their implementation except that.</p> <p>15) Drainage swales, and/or vegetated rain gardens, shall be provided under the guidance of the Dennis Engineering Department to intercept run-off from the property to Janall Drive.</p> <p>16) The applicant shall work with the Dennis Tree Warden to identify and flag trees on the site to be saved.</p> <p>17) Units 5 and 7 shall be deed restricted affordable.</p> |
|--|--|

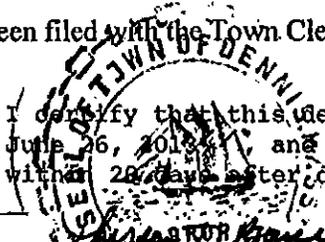
Details of the hearing and decision are on file in the Planning and Appeals Office at the Dennis Town Offices as File PB 263-64.

Appeal from this decision may be made pursuant to Massachusetts General Laws Chapter 40A, Section 17, within 20 days of filing with the Town Clerk. This Special Permit shall lapse if substantial use or construction has not commenced without good cause within one year from the date issued.

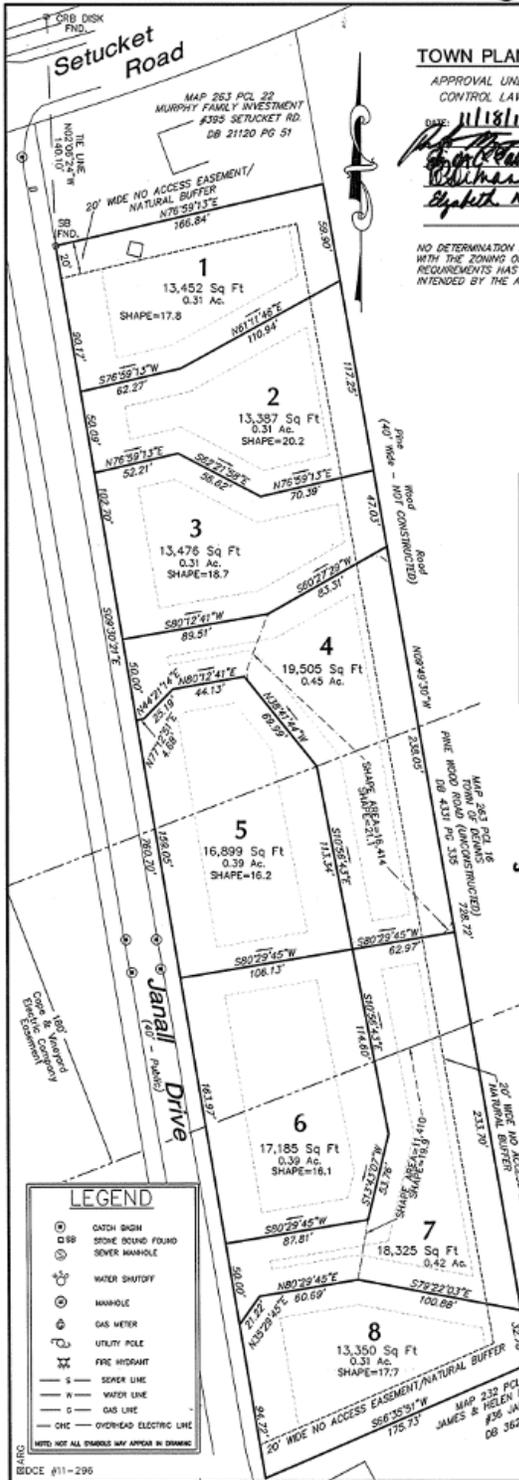
I certify that a copy of the original decision has been filed with the Town Clerk.

Bob Mezzadri, ENG
 Bob Mezzadri, Chairman

I certify that this decision was filed on July 26, 2013, and no appeal was filed within 20 days after date of filing.


 Theresa T. Bunch, Town Clerk
 Date: July 17, 2013

651-63



TOWN PLANNING BOARD

APPROVAL UNDER THE SUBDIVISION CONTROL LAW IS NOT REQUIRED

DATE: 11/18/13

Elizabeth R. Gushawaty

NO DETERMINATION AS TO COMPLIANCE WITH THE ZONING ORDINANCE REQUIREMENTS HAS BEEN MADE OR INTENDED BY THE ABOVE ENDORSEMENT.



LOCUS MAP

SCALE 1"=2000'
ASSESSORS MAP 263 PARCEL 64
TOTAL AREA: 2.88± ACRES

LOCUS IS WITHIN FEMA FLOOD ZONE C AS SHOWN ON COMMUNITY PANEL #250005 0005 C DATED 7/3/1986

ZONING SUMMARY

ZONING DISTRICT: R-40 RESIDENTIAL DISTRICT

- MIN. LOT SIZE 40,000 S.F. *
- MIN. LOT FRONTAGE 50'
- MIN. LOT WIDTH 100'
- MIN. FRONT SETBACK 25'
- MIN. SIDE SETBACK 15'
- MIN. REAR SETBACK 25'
- MAX. BUILDING HEIGHT 2 1/2 STORES

*10,000 SF WITH 4.9:1.2 PERMIT
20' SUBDIVISION BUFFER ZONE NOT TO BE DISTURBED

OWNER OF RECORD

GEORGE HILL
PO BOX 605
BARNSTABLE, MA 02630

REFERENCES

- DEED BOOK 24990 PAGE 145
- PLAN BOOK 343 PAGE 51
- PLAN BOOK 203 PAGE 143
- PLAN BOOK 207 PAGE 83

NOTES:

THIS PLAN HAS BEEN PREPARED FROM PLANS OF RECORD.

SITE IS WITHIN A ZONE II TO A PUBLIC WATER SUPPLY. I/A SYSTEMS REQUIRED FOR 2 BEDROOMS PER LOT.



I CERTIFY THAT THIS PLAN WAS MADE IN ACCORDANCE WITH REGISTRY OF DEEDS REGULATIONS EFFECTIVE JANUARY 1, 1976, AND AS AMENDED JANUARY 7, 1988.



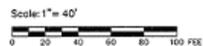
4-17-2013 DATE DANIEL A. OJALA, P.L.S.

**CLAY POND VILLAGE
SUBDIVISION PLAN**
IN
EAST DENNIS, MA.

PREPARED FOR

GEORGE HILL

DATE: APRIL 17, 2013



down cape engineering, inc.
 civil engineers
 land surveyors
 939 Main Street (Rte 6A)
 YARMOUTHPORT MA 02675

LEGEND

- ⊙ CATCH BASIN
- ⊠ STONE BOUND FOUND
- ⊙ SEWER MANHOLE
- ⊕ WATER SHUTOFF
- ⊙ MANHOLE
- ⊕ GAS METER
- ⊙ UTILITY POLE
- ⊕ FIRE HYDRANT
- S SEWER LINE
- W WATER LINE
- G GAS LINE
- CHC OVERHEAD ELECTRIC LINE

NOTE: NOT ALL SYMBOLS MAY APPEAR IN DRAWING

4-13-13 EDCO #11-296

11-296 HILL JANALL SITE PLANNING

BOOK 651 PAGE 63

H – South Yarmouth Road Site Control



Town of Dennis
Administration

Richard White, Town Administrator
Elizabeth Sullivan, Assistant Town Administrator

Tel: (508) 760-6148
Tel: (508) 760-6164

April 27, 2016

Vicki Goldsmith, Executive Director
Habitat for Humanity of Cape Cod
411 Main Street
Suite 6
Yarmouth Port, MA 02675

Dear Ms. Goldsmith:

On behalf of the Town of Dennis I am pleased to inform you and your team from Habitat for Humanity of Cape Cod has been selected as the winning bidder on the South Yarmouth Road Affordable Housing Request for Proposals (RFP), based on the submittal by Habitat for Humanity of Cape Cod, dated October 21, 2015. This award was voted on by the Town of Dennis Board of Selectmen at their November 24, 2015 meeting, as the most advantageous submission received taking into consideration the presentation and evaluation of the criteria requested.

On behalf of the Town of Dennis, we congratulate you and your team. We look forward to working with you towards the completion of the Affordable Housing on South Yarmouth Road.

Sincerely,

Richard White
Town Administrator

**LAND DISPOSITION AGREEMENT
BY AND BETWEEN
THE TOWN OF DENNIS
AND
HABITAT FOR HUMANITY OF CAPE COD, INC.**

AGREEMENT made as of the ____ day of _____ 2016, between the **TOWN OF DENNIS**, a Massachusetts municipal corporation, acting by and through its Board of Selectmen, having its offices at Dennis Town Hall, 685 Route 134, South Dennis, Massachusetts 02660 (the "Town") and **HABITAT FOR HUMANITY OF CAPE COD, INC.**, a Massachusetts non-profit corporation having its offices at 411 Main Street, Suite 6, Yarmouthport, Massachusetts 02675 ("Habitat"), (and collectively, the "parties").

WHEREAS, the Town owns a parcel of land in Dennis, Barnstable County, Massachusetts, shown on Assessor's Map 224, as Parcel 34 and commonly known and numbered 98 South Yarmouth Road (the "Parcel"); and

WHEREAS, the Town acknowledges an objective to create affordable housing that qualifies towards a state-mandated goal of having 10% of the Town's year-round housing stock affordable; and

WHEREAS, the Town acknowledges an objective of creating affordable housing in its Zoning By-law by providing developers an avenue to obtain zoning relief and permitting for affordable housing projects through the Dennis Planning Board pursuant to Section 4.9 of said Zoning By-law entitled *Provisions to Encourage the Development of Affordable Housing in Dennis*; and

WHEREAS, pursuant to M.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 et seq. (the "Regulations") which established the Local Initiative Program; and

WHEREAS, the Commonwealth of Massachusetts, acting by and through its Department of Housing and Community Development ("DHCD"), pursuant to M.G.L. c. 23B, administers the Local Initiative Program on behalf of the Commonwealth; and

WHEREAS, the Town of Dennis has elected to participate in the Local Initiative Program and intends the unit of affordable housing to be part of the Local Initiative Program ("LIP"); and

WHEREAS, Article 5 of the Town of Dennis Special Town Meeting of October 27, 2015, adopted by a majority of eligible voters, authorized the Board of Selectmen to "convey the parcel of land located at 98 South Yarmouth Road, Dennis consisting of 8,440 square feet, more or less, and shown on Assessor's Map 224 as Parcel 34 to a non-profit entity" pursuant to certain terms and conditions, which include without limitation, the development of the Parcel and the construction of low or moderate income housing on the Parcel.

WHEREAS, the Town, through its Town Administrator, published a *Request For Proposals for 98 South Yarmouth Road, Dennis, MA Public Land Disposition for Affordable Housing Construction Project* for the purpose of constructing a single-family affordable home on the Parcel; and

WHEREAS, Habitat is a non-profit corporation and an affiliate of Habitat for Humanity International, engaged in the construction of homes for families in

need of housing through the use of private donations of money and materials, volunteer labor and sweat equity; and

WHEREAS, Habitat submitted to the Town a *Proposal* dated October 26, 2015 to such Request for Proposals for the development and construction of an affordable single family home; and subsequent sale to an eligible purchaser (the "Project"); and

WHEREAS, the Board of Selectmen during its meeting of November 24, 2015, awarded the Project to Habitat, declaring its *Proposal* the most advantageous submission; and

WHEREAS, Habitat wishes to acquire the Parcel from the Town and the Town wishes to grant and convey the Parcel to Habitat in order for Habitat to build one unit of single-family affordable housing (the "Unit") on the Parcel; and, upon the completion thereof, to convey the Parcel and its affordable Unit to an eligible purchaser; and

WHEREAS, for the purposes of this Agreement, an Eligible Purchaser is herein defined as:

- (i) A family who will live regularly in the Unit as their primary residence and who are related by blood, marriage, law or who have otherwise evidenced a stable interdependent relationship. In the final lottery conducted to select a purchaser from among eligible and qualified applicants, Habitat will give preference to families whose family size maximizes the number of bedrooms being built, according to the criteria described in DHCD's LIP program guidelines.

- (ii) A family whose annual income from all sources is not more than sixty-five (65%) of the median adjusted income for the Barnstable County region known as the "Barnstable County area" as established, defined and periodically published by the U.S. Department of Housing and Urban Development.

- (iii) And certain other qualifying characteristics related to assets and other limitations as described in detail in the LIP Guidelines.

WHEREAS, Habitat intends to proceed with securing necessary zoning relief for the Project as locally permitted by the Dennis Planning Board pursuant to Section 4.9.2.4 of the Dennis Zoning By-law or a Comprehensive Permit under M.G.L. c. 40B.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Subject to all of the terms, covenants and conditions of this Agreement, the Town covenants to grant and convey the Parcel, and Habitat covenants and agrees to acquire and develop the Parcel, complete the Project, and sell the affordable home to an Eligible Purchaser. The Town shall convey the Parcel by Deed to Habitat as set forth in Section 7 of this Agreement. The total purchase price for the Parcel is One (\$1.00) Dollar, which shall be payable on the Date of Closing, as hereinafter defined.

2. Habitat shall prepare for review by the Town an application for approval by DHCD of the Project as a LIP in order to qualify the Unit to be counted within the Town's year-round affordable housing stock.

3. After the Town's review and approval, Habitat shall submit the LIP application to DHCD for its review and approval. The Town will support the application and do other work, on an as-needed basis, to facilitate the acceptance of the Project as a LIP by DHCD.

4. It is presently contemplated by the parties that the Parcel will require zoning relief. To that end, Habitat with the support of the Town contemplates obtaining the required permit by making application for a Special Permit to the Dennis Planning Board pursuant to Section 4.9.2.4 Municipally Sponsored Housing Projects of the Dennis Zoning By-law in order to qualify the Project as a Local Action Unit and proceed to the building permit stage of the Project; alternatively, Habitat may make application for a Comprehensive Permit to the Dennis Zoning Board of Appeals under the provisions of M.G.L. c. 40B.

5. In consultation with the Town, Habitat shall prepare an application for either the Special Permit or the Comprehensive Permit complete with the required plans and supporting material and shall submit the application to the Planning Board or the Zoning Board of Appeals, as the case may be. The Town shall support the application, participate in the public hearings, if need be, and do other work to facilitate the issuance of the Special Permit or Comprehensive Permit.

6. As part of the Application for the Special Permit or the Comprehensive Permit, Habitat shall submit plans for construction of the Unit generally consistent with the design of other housing built by Habitat on Cape Cod and the plans submitted in Habitat's Response to the Town's Request for Proposals.

7. Upon written notice from Habitat to the Town of the issuance of either permit referenced above and the expiration of the appeal period with no appeals filed,

and of the issuance of other required permits and approvals from other regulatory authorities excepting the building permit, the Town shall, within thirty (30) days of such notice (the "Date of Closing") execute and deliver a deed of the Parcel conveying good and marketable title to Habitat in a form substantially the same in form and substance as the deed attached to this Land Disposition Agreement as Exhibit B, subject only to those encumbrances set forth on Exhibit C. Said Deed shall be delivered at 11:00 a.m. at the Barnstable Registry of Deeds, unless otherwise mutually agreed to in writing. It is agreed that time is of the essence of this Agreement. Attached to said deed and incorporated therein will be a Local Initiative Program Affordable Housing Deed Rider for Projects in which Affordability Restrictions Survive Foreclosure ("Affordable Housing Deed Rider") approved by DHCD assuring the Unit will remain affordable in perpetuity, in substantially the same form and substance as the Affordable Housing Restriction Rider attached to this Land Disposition Agreement as Exhibit A. Habitat shall have complied with the disclosure provisions of G.L. c. 7C, §38 and execute the Disclosure Statement required thereunder. The parties hereto shall execute any and all documents required to effectuate this conveyance or customary in the conveyance practice in Massachusetts.

8. Notwithstanding anything contained herein to the contrary, Habitat in its sole discretion may elect to waive the requirements of obtaining other approvals and permits referenced in Paragraph 7 herein other than the required Special Permit or Comprehensive Permit, as the case may be, at any time. If Habitat elects such waiver, it shall provide written notice to the Town of its election in which event the Town shall execute and deliver a deed of the Property to Habitat as described in said Paragraph 7, within thirty (30) days of such notice.

9. Upon the execution and delivery of the Deed, Habitat shall prepare and submit to the Town's Building Inspector an application for issuance of a building permit for the construction of the Unit. Such application shall include all

information required for the issuance of the building permit for such construction by the Town's Building Inspector.

10. Habitat shall proceed to select a purchaser for the Unit in accordance with Habitat's established procedure at a sale price consistent with the DHCD's Local Initiative Program and this Agreement. Habitat shall comply with DHCD's Affirmative Fair Marketing requirements, and may, at its discretion, further publicize this opportunity through schools, faith congregations, businesses, posters and any other means.

11. Habitat shall provide to the Monitoring Agency (DHCD or its designee) a summary of income & asset eligibility for each successful applicant, as well as providing copies of any or all eligibility documentation for any such applicant, upon the request of that Agency.

12. Upon receipt from the Town of the building permit, Habitat shall proceed without unnecessary delay to build the Unit in accordance with the plans submitted to the Town. Habitat agrees to finance and oversee the construction of the single-family dwelling for sale only to an Eligible Purchaser, as that term is defined herein.

13. Habitat will complete construction of the Unit no later than three (3) years after the delivery of the Deed of the Parcel to Habitat. For purposes of this paragraph, Habitat will be deemed to have completed construction upon obtaining a Certificate of Occupancy for the Unit.

14. Upon completion of the construction of the Unit and the issuance of Certificate of Occupancy for the Unit, Habitat shall convey the Parcel and Unit to the Eligible Purchaser. The deed to an Eligible Purchaser shall include an Affordable Housing Restriction Rider approved by DHCD ensuring that the Parcel will stay affordable in perpetuity. The Resale Restrictions contained in the Affordable Housing Restriction Rider which encumbers the Parcel pursuant to the

requirements of this Agreement is an affordable housing restriction as that term is defined in M.G.L. c. 184, §31 and as that term is used in M.G.L. c. 184, §§26, 31, 32 and 33. Such Resale Restrictions shall be for the benefit of the Town and DHCD and the Town and DHCD shall be deemed to be holders of the affordable housing restriction created by the Resale Restrictions in said Affordable Housing Deed Rider.

15. The Parcel shall be conveyed to Habitat subject to a Condition Subsequent, reserving to the Town a Right of Entry, which the Town may exercise with respect to the Parcel and Unit if (a) Habitat does not obtain sufficient funding for the Project within one (1) year from the date of delivery of the Deed to Habitat; (b) if Habitat fails to complete construction of the Unit on the Parcel within three (3) years from delivery of said Deed; or (c) if Habitat fails to use the Parcel for the purposes set forth herein. After at least sixty (60) days prior written notice from the Town to Habitat notifying Habitat of the Town's decision to exercise its Right of Entry as to the Parcel, Habitat shall convey such Parcel and all improvements thereon to the Town, and the Town shall reimburse Habitat for any expenditures made for the improvements made by Habitat to the Parcel from the proceeds of the sale to an Eligible Purchaser or from any other use or sale of the Parcel provided; however, that if Habitat's performance under this agreement is delayed by reason of any cause over which Habitat has no control, its time for performance shall be extended for a period equal to the period of such delay. The Town's Right of Entry shall be deemed released upon the recording of the deed of the Unit with an Affordable Housing Restriction Rider attached from Habitat to the Eligible Purchaser.

16. Habitat agrees that, during the time it holds title to the Parcel, if the Parcel, the Unit or any part thereof shall be damaged or destroyed, Habitat will use its best efforts to repair and restore it to substantially the same condition as existed prior to the event causing such damage or destruction, and thereafter to operate in accordance with the terms of this Agreement. To that end, Habitat agrees that

upon receipt of the building permit referenced in Paragraph 8 herein or immediately thereafter:

- a. Habitat shall pay for and maintain, at its own cost and expense, "Builder's Risk" insurance or "course of construction" insurance or any other insurance that provides coverage to the work in progress during the course of construction. It is Habitat's express responsibility to insure the buildings, fixtures, and all work in progress against damage by fire or casualty, and to keep same insured during the time it holds title to the Parcel.
- b. Habitat, at its own cost and expense, shall also provide and maintain, comprehensive general liability insurance having a minimum per occurrence limit of One Million Dollars and no cents (\$1,000,000.00) against all claims which may be brought for bodily injury, death or damage to property; and
- c. Habitat shall also require any and all of its contractors and sub-contractors to provide and maintain Workers' Compensation Insurance or insurance required by similar employee benefit acts as well as comprehensive general liability insurance having a minimum per occurrence limit of Five Hundred Thousand Dollars and no cents (\$500,000.00) against all claims which may be brought for property damage, personal injury or death of their employees, and, should Habitat have any employees of its own, also provide and maintain such insurance for those employees.

17. All notices to be given pursuant to the Agreement 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 the Town Administrator or Habitat at the addresses 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, UPS 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, evidence 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. Any party may change its address for notice by written communication delivered as aforesaid.

The Town: Town Administrator
Town of Dennis
Dennis Town Hall
685 Route 134
P.O. Box 2060
South Dennis, MA 02660
Email:

With a copy to: Vicki S. Marsh, Esq.
KP Law, P.C.
101 Arch Street
Boston, MA 02110
Email: VMarsh@k-plaw.com

Habitat: Habitat for Humanity of Cape Cod, Inc.
Attn: Victoria Goldsmith, Executive Director
411 Main Street, Suite 6
Yarmouthport, MA 02675
Email: vg@habitatcapecod.org

With a copy to: Kate Mitchell, Esq.
761 Main Street, P.O. Box 160
West Barnstable, MA 02668
Tel: (508) 362-1369
Fax: (508) 362-1368
Email: kate@katemitchellattorney.com

18. Except as specifically set forth in this Agreement, the Town assumes no responsibility or obligation for the development of the Parcel by Habitat, and Habitat hereby agrees to indemnify and hold harmless the Town from any loss or damage arising from the development of the Parcel.

19. 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 the parties hereto. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions hereto.

20. This Land Disposition Agreement shall be deemed released and null and void upon the recording of the deed of the Unit with an Affordable Housing Restriction Rider attached from Habitat to the Eligible Purchaser.

21. Any title or practice matter which is a subject of a title or practice standard of the Real Estate Bar Association for Massachusetts (REBA) shall be governed by said title or practice standard to the extent applicable, unless otherwise specifically stated in this Agreement.

22. Habitat acknowledges that it has not been influenced to enter into this transaction nor has it relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing made by the Town.

23. Habitat and the Town each represent and warrant to the other that each has not contacted any real estate broker in connection with this transaction and was not directed to the other as a result of any services or facilities of any real estate broker. Habitat and the Town agree to defend, indemnify the other against the and hold the other harmless, to the extent permitted by law, from any claim, loss, damage, costs, or liabilities for any brokerage commission or fee which may be asserted against the other by any broker in connection with this transaction. The provisions of this Section shall survive the delivery of the deed.

24. Habitat shall not assign this Agreement or any of its rights hereunder without prior written consent of the Town, which may be withheld in its sole and absolute discretion.

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

[End of document text – signature page follows]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

TOWN OF DENNIS BOARD OF SELECTMEN

Paul McCormick, Chair

Sheryl A. McMahon, Vice Chair

John Terrio, Clerk

Wayne A Bergeron, Licensing Clerk

Cleon Turner

HABITAT FOR HUMANITY OF CAPE COD, INC.

By: _____


Victoria Goldsmith, Executive Director

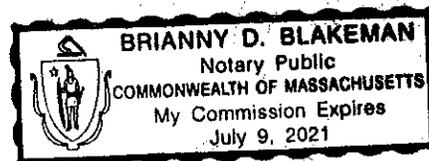


COMMONWEALTH OF MASSACHUSETTS

County of Barnstable

On this 14th day of December, 2016, before me, the undersigned notary public, personally appeared Victoria Goldsmith, Executive Director of Habitat for Humanity of Cape Cod, Inc., proved to me through satisfactory evidence of identification, which was personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that it is the free act and deed of the Habitat for Humanity of Cape Cod, Inc., for its stated purpose.

Brianny D. Blakeman
Notary Public
My Commission Expires: July 9, 2021



COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this ____ day of _____, 2016, before me, the undersigned notary public, personally appeared Paul McCormick, Chair, Sheryl A. McMahon, Vice Chair, John Terrio, Clerk, Wayne A. Bergeron, Licensing Clerk, and Cleon Turner, members of the Town of Dennis Board of Selectmen and proved to me through satisfactory evidence of identification, which were _____
_____ (source of identification) to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that it is the free act and deed of the Town of Dennis, for its stated purpose.

Notary Public
My Commission Expires: _____

571017/DENN/0271

Exhibit B

QUITCLAIM DEED

The TOWN OF DENNIS, a Massachusetts municipal corporation (the "Town"), acting by and through its Board of Selectmen, having its office at Dennis Town Hall, 685 Route 134, South Dennis, MA 02660 pursuant to the vote taken under Article 5 of the October 27, 2015 Special Town Meeting, a certified copy of which is attached hereto and incorporated herein, for consideration of \$1.00 paid,

grants to HABITAT FOR HUMANITY OF CAPE COD, INC. ("Habitat"), a Massachusetts non-profit corporation having its offices at 411 Main Street, Suite 6, Yarmouthport, MA 02675,

with QUITCLAIM COVENANTS,

The land situated in Dennis in the County of Barnstable and Commonwealth of Massachusetts, commonly known and numbered 98 South Yarmouth Road and more particularly bounded and described as follows:

Westerly	by South Yarmouth Road, a public way, sixty-eight and 89/100 (68.89) feet;
Northerly	by land now or formerly of Joseph H. Flom, one hundred six and 11/100 (106.11) feet;
Easterly	by land now or formerly of Richard W. Southwick et ux, sixty-eight and 81/100 (68.81) feet; and
Southerly	one hundred five and 54/100 (105.54) feet.

Being the southerly portion of Lot 117 on a plan entitled "Flax Pond Colony First Addition Dennis, Massachusetts, M. James Sproul & John Sjodin, owners-developers," dated May 12, 1949 and recorded with the Barnstable Registry of

PROPERTY ADDRESS: 98 SOUTH YARMOUTH ROAD, DENNIS

Deeds in Plan Book 87 Page 45; and being more particularly described in a plan entitled "Plan of Land in Dennis, Massachusetts Petitioner Joseph H. Flom, Trustee", dated February 14, 1983, Land Court Plan 41359A, filed with the Barnstable Registry of Deeds with Petitioners Plan.

For title, see Final Decree in Tax Lien Case dated January 19, 2011 and recorded with said Deeds in Book 25265, Page 320, excepting Land conveyed by Stipulation between Bruce R. Sproul et al, dated January 23, 1989, recorded with said Deeds in Book 19903 Page 183.

Said premises are conveyed subject to the following covenants, conditions and restrictions:

1. The Premises shall be used for affordable housing purposes in perpetuity.
2. A Land Disposition Agreement entered into between the Town and Habitat, recorded of even date herewith and incorporated herein in its entirety (the "LDA"), setting forth the covenants, conditions, terms and restrictions applicable to the development and use of the Premises. Said LDA shall be deemed released and null and void upon the recording of the deed of the Unit with an Affordable Housing Restriction Rider attached from Habitat to the Eligible Purchaser.
3. Habitat shall convey the Unit subject to a perpetual affordable housing restriction qualifying under M.G.L. c. 184, §§ 31, 32, enforceable by Habitat, the Town, and/or the Massachusetts Department of Housing and Community Development, substantially in the same form as the Local Initiative Program Affordable Housing Deed Rider for Projects in Which Affordability Restrictions Survive Foreclosure (the " Affordable Housing Deed Rider") attached hereto as

Exhibit A and incorporated herein. The Affordable Housing Deed Rider shall also be deemed to be an "other restriction" held by a governmental body, as that term is used in G.L. c. 184, §26 such that the restrictions contained therein shall be enforceable for its full term and not be limited in duration by any contrary rule or operation of law, and in any event shall be enforceable for at least ninety-nine (99) years; and

4. Subject to the terms and conditions of a "Decision" pursuant to Section 4.9 of Dennis Zoning By-law, granted to Habitat by the Dennis Planning Board, dated, _____, 20____ recorded with Barnstable Registry of Deeds in Book _____ Page _____.

Alternate language: Subject to the terms and conditions of a "Decision on Petition for Comprehensive Permit M.G.L. c. 40B § 20-23" granted to Habitat by the Dennis Zoning Board of Appeals, dated _____, 20____ recorded with Barnstable Registry of Deeds in Book _____ Page _____.

5. (a) Said premises are conveyed subject also to a Condition Subsequent, reserving to the Town a Right of Entry, which the Town may exercise, if Habitat (a) does not obtain sufficient funding for the development of low or moderate income housing within one (1) year from the date of delivery of the Deed to Habitat; (b) fails to complete construction of such housing within three (3) years from the date of delivery of the Deed to Habitat; or (c) or fails to use the premises for the purposes set forth herein. The Town, at its option, may exercise its Right of Entry to the premises if Habitat does not comply with any of the foregoing conditions.. Upon delivery of written notice from the Town to Habitat notifying Habitat of the Town's decision to exercise its Right of Entry, Habitat shall convey to the Town the premises within sixty (60) days. Habitat may request in writing an extension of its time for performance under this condition on or before 120 days prior to the expiration of said three (3) years to complete

construction, specifying the reasons for said extension of time. The Town may extend the time for performance under this condition if it finds, in its sole discretion, that Habitat's failure or delay in constructing and conveying the premises is attributable to causes beyond Habitat's reasonable control.

(b) The Town, its successors and assigns, shall provide sixty (60) days written notice to Habitat of its intent to exercise its Right of Entry. If, at the end of such notice period, Habitat has not constructed and sold the Unit, as set forth in Section 3 above, or cured the applicable defect, in the Town's reasonable discretion, the Town may reenter the premises and retake all rights, title, interest and possession in and to the premises by executing and filing a certificate of entry with the Barnstable Registry of Deeds. Notwithstanding the provisions of Section 5(a) above, upon recording said Right of Entry, title to the premises and any improvements thereon shall revert to and vest in the Town without any necessity for suit or without the necessity of a deed from Habitat to the Town. The Town shall reimburse Habitat for any expenditure made for the improvement of the premises from the proceeds of the sale of the Unit to an Eligible Purchaser or from any other sale of the premises. Such Right of Entry to be in addition to any other rights or remedies the Town may have for a breach or default of the obligations set forth herein and in the LDA.

(c) The Town's Right of Entry shall be deemed released with respect to the premises upon the recording of the deed from Habitat to an Eligible Purchaser, attaching thereto the Affordable Housing Deed Rider.

(d) The Town's Right of Entry shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way the right or interest of the holder of a mortgage of record on the within granted property. Notwithstanding the foregoing, said mortgagee, and its successors and assigns, and any purchasers of the premises from said mortgagee shall be subject to sections 1 through 4 above.

It is intended and agreed that the foregoing covenants, conditions and restriction shall run with the land and shall be binding upon Habitat to the fullest extent permitted by law and equity for the benefit of and in favor and enforceable by the Town of Dennis and its successors and assigns.

The undersigned certify compliance with the provisions of G.L. c. 44, §63A and G.L. c. 7C, §38.

No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.

An Arson Tax/Delinquency Statement has been received from Grantee in accordance with G.L. c. 60, §77B, paragraph 3.

[Document text ends – signature page follows]

Executed as a sealed instrument this _____ day of _____ 20____.

Town of Dennis
By its Board of Selectmen

Paul McCormick, Chair

Sheryl A. McMahon, Vice Chair

Wayne A. Bergeron, Licensing Chair

John Terrio, Clerk

Cleon Turner

COMMONWEALTH OF MASSACHUSETTS

County of Barnstable

On this ____ day _____ 20_____, before me, the undersigned notary public, _____

_____ as members of the Town of Dennis Board of Selectmen personally appeared, proved to me through satisfactory evidence of identification, which was _____ (source of identification) to be the person(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that it is the free act and deed of the Town of Dennis, for its stated purpose.

Notary Public
My commission expires:

EXHIBIT C
PERMITTED ENCUMBRANCES

1. Rights of the public and others entitled thereto in any portion of the premises lying within the bounds of South Yarmouth Road.
2. Provisions of existing building and zoning laws.
3. Existing rights and obligations in party walls which are not the subject of written agreement.
4. Such taxes for the then current year as are not due and payable on the date of the delivery of such deed.
5. Any liens for municipal betterments assessed after the date of this agreement.
6. Easements, restrictions and reservations of record, if any, so long as the same do not or could not be used in such a way as to prohibit or materially interfere with the use of said premises as a single-family affordable home.

I – Sample DHCD Regulatory Agreement and Deed Rider

Attached

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 and DHCD (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 the handicapped. [**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. 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, handicap, 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 19, 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. Except for sales of Units to home buyers as permitted by the terms of this Agreement, Project Sponsor will not sell, transfer, lease, exchange or mortgage the Project without the prior written consent of DHCD and the Municipality.

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 is made for the benefit of DHCD, and DHCD shall be deemed to be the holder of the affordable housing restriction created by this Agreement. 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].**

(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 18, 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 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 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-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)(~~ce~~). 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 Associate Director

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

Notary Public
Print Name:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK, 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 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
Print Name:
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 TO REGULATORY AGREEMENT

Re: _____
(Project name)

(City/Town)

(Project Sponsor)

The Undersigned being the holder of a mortgage on the above described Project recorded with the Registry of Deeds in Book ____, Page ____, hereby consents to the execution and recording of this Agreement and agrees that in the event of any foreclosure or exercise of remedies under the Mortgage it shall comply with the terms and conditions hereof.

(name of lender)

By: _____

its _____

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:

(If the Project has more than one mortgagee, add additional consent forms. Execution of the consent form by a mortgagee is only necessary if the mortgage has been recorded prior to the Regulatory Agreement.)

EXHIBIT A

Re: _____
(Project Name)

(City/Town)

(Project Sponsor)

Property Description

EXHIBIT B

Re: _____
(Project Name)

(City/Town)

(Project Sponsor)

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

	Sale Price	Condo Fee	% Interest
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 _____ Condominium recorded with the _____ Registry of Deeds in Book _____, Page _____.

EXHIBIT C

[TO BE REPLACED BY BLANK DEED RIDER]

LOCAL INITIATIVE PROGRAM
AFFORDABLE HOUSING DEED RIDER

***For Projects in Which
Affordability Restrictions Survive Foreclosure***

made part of that certain deed (the "Deed") of certain property (the "Property") from _____ ("Grantor") to _____ ("Owner") dated _____, 200__. 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 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 and recorded/filed with the _____ County 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"), [] the Massachusetts Department of Housing and Community Development ("DHCD") [] the Municipality; and [] _____, dated _____ and recorded/filed with the Registry in Book _____, Page _____/as Document No. _____ (the "Regulatory Agreement"); and
- (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 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 (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 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 _____.

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

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

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

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) 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 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, 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, and (ii) 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 Director 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:

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Monitoring Agent[s]

(1) Director, Local Initiative Program
DHCD
100 Cambridge Street
Suite 300
Boston, MA 02114

(2)

Others:

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 _____, 200_.

Grantor:

Owner:

By _____

By _____

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of _____, 200__, before me, the undersigned notary public, personally appeared _____, the _____ of _____ in its capacity as the _____ of _____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of _____, 200__, before me, the undersigned notary public, personally appeared _____, the _____ of _____ in its capacity as the _____ of _____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____.

Notary Public
My commission expires:

J – Preliminary Marketing and Lottery Information

Attached

MARKETING PLAN FOR HOMEOWNERSHIP APPLICANTS

Time period: Application deadline shall be at least 60 days from the announcement of availability of applications. Marketing for these homes is scheduled so that purchasers are selected in time to participate, alongside volunteers, in the building of their homes.

Notice of application availability and public workshops:

- Notice of application availability and public information workshops sent to all persons who have requested information about our application process in the last 12 months
- Notices sent to area newspapers: The Cape Cod Times (regional paper), and any other weekly or daily serving the Town where the new homes will be located.
- Two advertisements in regional newspaper (Cape Cod Times)
- Public Service Announcements to local radio stations and local access cable TV
- Notices and fliers sent to Local Town Hall and local Chamber of Commerce
- Notices and fliers sent to churches in the Town and surrounding Towns
- Notices and fliers sent to area housing and social service agencies, and organizations serving the Cape's minority population, including:

Multi-Cultural Development Committee of Cape Cod Community College

NAACP

Housing Assistance Corporation — Cape Home Ownership Center

Cape Cod Child Development (Head Start Programs)

Cape Cod Council of Churches

Community Action Council

Area Housing Authorities

Area Town Halls

Additional service and charitable agencies serving low-income as may be identified

- Posting, as required on MAHA and CHAPA websites, Massachusetts Housing Authority (MAHA) website: <http://www.massaffordablehomes.org/default.aspx> and the Citizen's Housing and Planning Association: <http://www.chapa.org/>.
- Fliers distributed through the town's Elementary and Middle Public Schools, as allowed by the Superintendent
- At least two public information sessions are held in the town to inform and assist potential applicants
- Applications will be available at one accessible Town location as well as from Habitat's office.

LOTTERY PLAN

The lottery process will conform to standards consistent with the requirements of the Department of Housing and Community Development's (DHCD) Local Initiative Program (LIP).

Habitat will pre-qualify candidates according to its established criteria and then conduct the lottery, which will not be public but which will be monitored by a representative of Housing Assistance Corporation (HAC) or any alternate monitoring agency as may be designated by DCHD, and acceptable to the Town. Post-lottery, before notification of lottery winners, the eligibility and qualifications of lottery winners will be certified by monitoring agent. HHCC Board of Directors (as Lender) will do final certification of the results.

Local preference: If approved by DCHD there will be local preference pool for the lottery for up to 70% of the homes. The definition of local resident will be in conformance with DHCD's Affirmative Fair Marketing Plan and will include households currently living in Town, households with a member employed by a local business or the municipality or school district, or with a household member attending public school in the Town. In conformance with DCHD standards, no more than 70% of the units for this project may receive a local preference. The applicant pool for the remaining home shall be OPEN meaning there will be no local preference in the application selection for homes in this pool. Per previous agreement with DHCD, for all homes, eligible qualified applicants who live or work in the 15-Town service area (Barnstable County) of Habitat for Humanity of Cape Cod shall receive a preference over those who do not.

Household size/bedroom size: There will be a preference system within the selection process for households that will utilize all bedrooms of their home, with at least one person to a bedroom, with couples presumed to share a bedroom unless medical documentation is presented to demonstrate a true need for separate bedrooms. If there is no household of number/composition to fill all bedrooms, the earliest selection in the lottery of the size household that would fill all but one, will be given the opportunity to select a larger house size, and so on.

K – Affordable Pricing Details

Attached

HHCC Pricing Model - Dennis Habitat Home Prices, USDA Mortgage

Housing Cost:	<i>1 bedroom</i>	<i>2 bedroom</i>	<i>3 bedroom</i>
Sales Price	\$115,500	\$131,750	\$147,500
0% Down payment	\$0	\$0	\$0
Mortgage	\$115,500	\$131,750	\$147,500
Interest rate	1.00%	1.00%	1.00%
Amortization	33	33	33
Monthly P&I Payments	\$342.55	\$390.75	\$437.46
Tax Rate - Dennis	\$6.15	\$6.15	\$6.15
monthly property tax	\$59	\$68	\$76
Hazard insurance	\$87	\$99	\$111
PMI	\$0	\$0	\$0
Condo/HOA fees (if applicable)	\$0	\$0	\$0
Monthly Actual Housing Cost	\$488	\$557	\$624
Necessary Income:	\$23,442	\$26,740	\$29,937

Household Income:	<i>1 bedroom</i>	<i>2 bedroom</i>	<i>3 bedroom</i>
# of Bedrooms	1	2	3
Sample Household size	2	3	4
40% of Area Median Income	\$27,175	\$30,575	\$33,950
Target Affordable Housing Cost (25% of income to hsng cost)	\$566	\$637	\$707

Habitat for Humanity of Cape Cod Policy: pricing is set so that a household earning 40% of area median income, as adjusted for family size, can afford a home. The figure of 40% has been adopted based on past practice and experience as the number that creates an appropriate "window of affordability" and allows those families ready to take on home ownership to qualify. Below please find details on assumptions used in the calculator.

- 1% USDA Interest Rate
- 0% Down Payment
- 33 Year Term
- \$6.15/thousand Property Tax is current Dennis tax rate
- No PMI
- No HOA fee is listed, as homes will not have an Association
- Standard Housing Affordability "rule of thumb" that 30% of income goes to housing changed to 25% to increase affordability

L - Certificates, Tax Forms

Attached



ROTARY CLUB of HARWICH-DENNIS

P.O. Box 188
South Dennis, MA 02660

May 1, 2017

Dear Town of Dennis Community Preservation Committee:

I am writing you to express my strong support for Habitat for Humanity's May 2017 application to the Community Preservation Committee for its "Community Housing" project. Habitat's project consists of three single family homes – two to be located on Jannal Drive and one on So. Yarmouth Rd.

I am currently the president of Rotary Club of Harwich/Dennis and a 35 year resident of Dennis. As such, I am aware of the serious need for more affordable homes. Our Rotary Club has had the privilege and honor of working with Habitat the past two years. We have participated in "work Days" where our members go on site and help in the construction of these local homes. We have contributed grant funds for building materials as well. What we have learned is that Habitat is an extremely well organized, driven and successful non-profit. We've seen the faces of the individuals and families who receive these homes. Habitat has a proven track record of building quality homes while involving the community in the process. I particularly like their program because the future homeowners contribute sweat equity building their home and then purchase the home and pay a monthly mortgage.

As a long time resident, I feel confident in saying that Habitat for Humanity represents exactly the values our community supports. Pride, dignity and sharing.

Please accept this letter of unqualified support for Habitat's application. It is my hope that the committee will approve a recommendation to fully fund their request.

Sincerely,

A handwritten signature in blue ink that reads "Brad Boyd".

Brad Boyd

390 Main Street

South Dennis



Chartered 1948



Dear Town of Dennis Community Preservation Committee:

This letter is to express my strong support for Habitat for Humanity's May 2017 application to the Community Preservation Committee for its "Community Housing" project. Habitat's project consist of three single family homes – two to be located on Jannal Drive and one on South Yarmouth Rd.

As the acting president of Dennis-Yarmouth Ecumenical Council for Homeless Prevention, I am aware of the very serious need for more affordable homes here on Cape Cod and especially in Dennis. I have worked closely with this local affiliate and can speak confidently about the high quality homes they build, providing a life changing opportunity for the young families who help build and then purchase their home.

It is my hope that the committee will approve a recommendation to fully fund this request.

Steven M Sozanski
Dennis-Yarmouth Ecumenical Council for Homeless Prevention
501(c)(3) Non-Profit
508-364-6179 cell

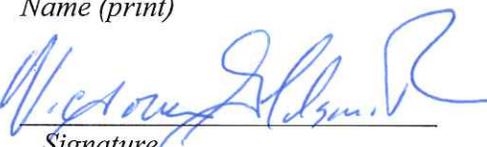
"Whatsoever you do for the least of my brethren..."

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):

Victoria Goldsmith

_____ <i>Name (print)</i>	_____ <i>Name (print)</i>	
 <i>Signature</i>	Executive Director	May 5, 2017
_____ <i>Signature</i>	_____ <i>Title</i>	_____ <i>Date</i>

APPLICATION SUBMITTED BY:

Name of Organization: Habitat for Humanity of Cape Cod, Inc.

Address: 411 Main Street/Route 6a, Suite 6, Yarmouthport, MA 02675

Phone Number: Contact: Leedara Zola, Land Acquisition and Permitting, 508-280-6144

Email: lzola@habitatcapecod.org

Chief Executive Officer: Victoria Goldsmith

Signature: 

Name: (if more than one) _____

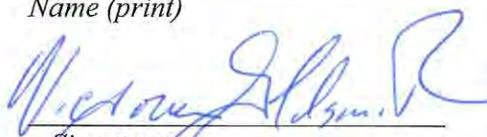
Signature: _____

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Chief Executive Officer(s):

Victoria Goldsmith

<hr/> <i>Name (print)</i>	<hr/> <i>Name (print)</i>	
	Executive Director	May 5, 2017
<hr/> <i>Signature</i>	<hr/> <i>Title</i>	<hr/> <i>Date</i>
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Email: lzola@habitatcapecod.org

Chief Executive Officer: Victoria Goldsmith

Signature: 

Name: (if more than one) _____

Signature: _____

990

Return of Organization Exempt From Income Tax
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

OMB No. 1545-0047

2015
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.
Information about Form 990 and its instructions is at www.irs.gov/form990.

A For the 2015 calendar year, or tax year beginning 07/01/15, and ending 06/30/16

B Check if applicable: Address change, Name change, Initial return, Final return/terminated, Amended return, Application pending
C Name of organization: Habitat for Humanity of Cape Cod Inc
D Employer identification number: 22-2900430
E Telephone number: 508-362-3559
F Name and address of principal officer: Wil Rhymer, 16 Poplar Lane, Brewster MA 02631
G Gross receipts \$: 5,162,962
I Tax-exempt status: 501(c)(3)
J Website: www.habitatcapecod.org
K Form of organization: Corporation
L Year of formation: 1988
M State of legal domicile: MA

Part I Summary

Table with 3 columns: Description, Prior Year, Current Year. Rows include: 1. Mission statement, 2-7. Governance and membership data, 8-12. Revenue breakdown, 13-19. Expenses breakdown, 20-22. Net Assets or Fund Balances.

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 Linda Cebula, Treasurer
Paid Preparer Use Only: Michael J Walsh, CPA, Sanders, Walsh & Eaton, LLP, Osterville, MA 02655

May the IRS discuss this return with the preparer shown above? (see instructions) [X] Yes [] No

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):

Victoria Goldsmith

<hr/> <i>Name (print)</i>	<hr/> <i>Name (print)</i>
	
<hr/> <i>Signature</i>	<hr/> <i>Title</i>
	<hr/> <i>Date</i>
<hr/> <i>Signature</i>	<hr/> <i>Title</i>
	<hr/> <i>Date</i>

Executive Director

May 5, 2017

APPLICATION SUBMITTED BY:

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Address: 411 Main Street/Route 6a, Suite 6, Yarmouthport, MA 02675

Phone Number: Contact: Leedara Zola, Land Acquisition and Permitting, 508-280-6144

Email: lzola@habitatcapecod.org

Chief Executive Officer: Victoria Goldsmith

Signature: 

Name: (if more than one) _____

Signature: _____

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 \$ **1,300,837** including grants of \$) (Revenue \$)

During fiscal year 2016, Habitat for Humanity of Cape Cod completed 11 homes, all of which were sold at an affordable price to low income families with critical housing needs. Each home is deed restricted in perpetuity to remain affordable upon any resale. Three of these homes were the focus of Habitat's new solar pilot program. Habitat continues to focus on cost conscious green measures throughout its building program. Additionally, at fiscal year end, we had projects in various stages of land acquisition, permitting, or site development in a number of towns. By June of 2016 we were poised to raises the wall on twelve new homes in the towns of Chatham, Yarmouth, and Mashpee. The Habitat ReStore continued to expand the volume of donations accepted, gross sales, and therefore net income that could be

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4d Other program services (Describe in Schedule O.)

(Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses **▶ 1,300,837**

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)? If "Yes," complete Schedule A	X	
2	Is the organization required to complete Schedule B, Schedule of Contributors (see instructions)?	X	
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I		X
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? If "Yes," complete Schedule C, Part II		X
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? If "Yes," complete Schedule C, Part III		X
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? If "Yes," complete Schedule D, Part I		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If "Yes," complete Schedule D, Part II		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III		X
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? If "Yes," complete Schedule D, Part IV		X
10	Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? If "Yes," complete Schedule D, Part V	X	
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? If "Yes," complete Schedule D, Part VI	X	
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? If "Yes," complete Schedule D, Part VII		X
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? If "Yes," complete Schedule D, Part VIII		X
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? If "Yes," complete Schedule D, Part IX	X	
e	Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X	X	
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)? If "Yes," complete Schedule D, Part X		X
12a	Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI and XII	X	
b	Was the organization included in consolidated, independent audited financial statements for the tax year? If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?		X
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? If "Yes," complete Schedule F, Parts I and IV		X
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? If "Yes," complete Schedule F, Parts II and IV		X
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? If "Yes," complete Schedule F, Parts III and IV		X
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? If "Yes," complete Schedule G, Part I (see instructions)		X
18	Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? If "Yes," complete Schedule G, Part II	X	
19	Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If "Yes," complete Schedule G, Part III	X	

Part IV Checklist of Required Schedules (continued)

		Yes	No
20a	Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H		X
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? If "Yes," complete Schedule I, Parts I and II		X
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? If "Yes," complete Schedule I, Parts I and III		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? If "Yes," complete Schedule J		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? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a		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? If "Yes," complete Schedule L, Part 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? If "Yes," complete Schedule L, Part I		X
26	Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? If "Yes," complete Schedule L, Part II		X
27	Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part III		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, or key employee? If "Yes," complete Schedule L, Part IV		X
b	A family member of a current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV		X
c	An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? If "Yes," complete Schedule L, Part IV		X
29	Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M	X	
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II		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? If "Yes," complete Schedule R, Part I		X
34	Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Parts II, III, or IV, and Part V, line 1		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)? If "Yes," complete Schedule R, Part V, line 2		
36	Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2		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? If "Yes," complete Schedule R, Part VI		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		
1b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		
1c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		
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		
2b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Note. If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)	X	
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?		X
3b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation in Schedule O		
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
4b	If "Yes," enter the name of the foreign country: ▶ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
5b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
5c	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
6b	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).		
7a	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?		
7b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
7c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		
7d	If "Yes," indicate the number of Forms 8282 filed during the year		
7e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		
7f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		
7g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
7h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		
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.		
9a	Did the sponsoring organization make any taxable distributions under section 4966?		
9b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
10	Section 501(c)(7) organizations. Enter:		
10a	Initiation fees and capital contributions included on Part VIII, line 12		
10b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities		
11	Section 501(c)(12) organizations. Enter:		
11a	Gross income from members or shareholders		
11b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)		
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?		
12b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year		
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
13a	Is the organization licensed to issue qualified health plans in more than one state? Note. See the instructions for additional information the organization must report on Schedule O.		
13b	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		
13c	Enter the amount of reserves on hand		
14a	Did the organization receive any payments for indoor tanning services during the tax year?		X
14b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O		

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 in 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 in Schedule O.		
b	Enter the number of voting members included in line 1a, above, who are independent		
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, or 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 in 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 (or 1024 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 in Schedule O)
- 19 Describe in 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: **Linda Cebula**
411 Main Street Suite 6
Yarmouth Port MA 02675 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.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

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 (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) Frank Almeida	1.00									
Director	0.00	X					0	0	0	
(2) Dave King	2.00									
Clerk	0.00	X		X			0	0	0	
(3) Warren Brodie	1.00									
Director	0.00	X					0	0	0	
(4) Christiane Perry	1.00									
Director	0.00	X					0	0	0	
(5) Charles Orr	1.00									
Director	0.00	X					0	0	0	
(6) Rev John Terry	1.00									
Director	0.00	X					0	0	0	
(7) Ron Winner	1.00									
Director	0.00	X					0	0	0	
(8) Linda Jean	1.00									
Director	0.00	X					0	0	0	
(9) Kathleen Nagle	1.00									
Director	0.00	X					0	0	0	
(10) Jill Scalise	1.00									
Director	0.00	X					0	0	0	
(11) Wil Rhymer	2.00									
President	0.00	X		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) Fr Joe Towle Director	1.00 0.00	X						0	0	0
(13) Linda Cebula Treasurer	2.00 0.00	X		X				0	0	0
(14) Nancy Smith Vice President	2.00 0.00	X		X				0	0	0
(15) Peter Kimball Director	1.00 0.00	X						0	0	0
(16) Jaime Emerson Assist Clerk	2.00 0.00	X		X				0	0	0
(17) Patricia Favulli Director	1.00 0.00	X						0	0	0
1b Sub-total										
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)										

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 **0**

	Yes	No
3 Did the organization list any former officer, director, or 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
Leedara Zola	Consulting	108,333

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 **1**

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	1,225,563				
	f All other contributions, gifts, grants, and similar amounts not included above	1f	1,587,259				
	g Noncash contributions included in lines 1a-1f:		\$ 447,431				
	h Total. Add lines 1a-1f		2,812,822				
Program Service Revenue	2a	Busn. Code					
	b						
	c						
	d						
	e						
	f All other program service revenue						
	g Total. Add lines 2a-2f						
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)		454			454	
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties						
	6a Gross rents	(i) Real	(ii) Personal				
		b Less: rental exps.					
		c Rental inc. or (loss)					
	d Net rental income or (loss)						
	7a Gross amount from sales of assets other than inventory	(i) Securities	(ii) Other				
		b Less: cost or other basis & sales exps.					
		c Gain or (loss)					
	d Net gain or (loss)						
	8a Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18	a	207,312				
		b Less: direct expenses	b	90,091			
		c Net income or (loss) from fundraising events		117,221			
	9a Gross income from gaming activities. See Part IV, line 19	a	33,437				
b Less: direct expenses		b	8,704				
c Net income or (loss) from gaming activities			24,733	24,733			
10a Gross sales of inventory, less returns and allowances	a	2,002,611					
	b Less: cost of goods sold	b	2,394,608				
	c Net income or (loss) from sales of inventory		-391,997	-391,997			
Miscellaneous Revenue		Busn. Code					
11a Amort of Mortgage Discounts			101,217	101,217			
b Miscellaneous Revenue			4,829	4,829			
c Rental Income			280	280			
d All other revenue							
e Total. Add lines 11a-11d			106,326				
12 Total revenue. See instructions.			2,669,559	-260,938	0	454	

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	782,845	588,972	92,893	100,980
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	3,639	3,639		
9 Other employee benefits	77,355	61,675	5,011	10,669
10 Payroll taxes	66,247	42,379	11,436	12,432
11 Fees for services (non-employees):				
a Management				
b Legal	10,778	10,778		
c Accounting	25,790	7,338	18,452	
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.)	126,014	126,014		
12 Advertising and promotion	33,935	33,935		
13 Office expenses	41,897	28,324	4,638	8,935
14 Information technology	13,022		13,022	
15 Royalties				
16 Occupancy	135,214	117,149	9,033	9,032
17 Travel	15,833	15,833		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest	16,920	16,920		
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	27,370	15,053	12,317	
23 Insurance	40,463	37,651	1,875	937
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a Tithe	71,730	71,730		
b Miscellaneous	58,933	49,504	4,715	4,714
c Fundraising Expenses	23,736			23,736
d Bank and credit card fees	12,345	12,345		
e All other expenses	65,198	61,598	1,801	1,799
25 Total functional expenses. Add lines 1 through 24e	1,649,264	1,300,837	175,193	173,234
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	422,659	1	660,866
	2	Savings and temporary cash investments		2	
	3	Pledges and grants receivable, net	31,327	3	33,717
	4	Accounts receivable, net		4	
	5	Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions). Complete Part II of Schedule L		6	
	7	Notes and loans receivable, net	2,238,752	7	2,197,513
	8	Inventories for sale or use	7,844	8	19,386
	9	Prepaid expenses and deferred charges	21,848	9	14,120
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 257,408		
	b	Less: accumulated depreciation	10b 81,447	10c 166,614	175,961
	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	5,288	14	15,505
	15	Other assets. See Part IV, line 11	3,670,954	15	4,549,710
16	Total assets. Add lines 1 through 15 (must equal line 34)	6,565,286	16	7,666,778	
Liabilities	17	Accounts payable and accrued expenses	182,178	17	200,393
	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 current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L		22	
	23	Secured mortgages and notes payable to unrelated third parties	202,116	23	272,674
	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	641,775	25	500,344
	26	Total liabilities. Add lines 17 through 25	1,026,069	26	973,411
Net Assets or Fund Balances	Organizations that follow SFAS 117 (ASC 958), check here <input checked="" type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.				
	27	Unrestricted net assets	1,555,801	27	1,329,612
	28	Temporarily restricted net assets	3,983,416	28	5,077,446
	29	Permanently restricted net assets		29	286,309
	Organizations that do not follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 30 through 34.				
	30	Capital stock or trust principal, or current funds		30	
	31	Paid-in or capital surplus, or land, building, or equipment fund		31	
	32	Retained earnings, endowment, accumulated income, or other funds		32	
33	Total net assets or fund balances	5,539,217	33	6,693,367	
34	Total liabilities and net assets/fund balances	6,565,286	34	7,666,778	

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	2,669,559
2	Total expenses (must equal Part IX, column (A), line 25)	2	1,649,264
3	Revenue less expenses. Subtract line 2 from line 1	3	1,020,295
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	5,539,217
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	133,855
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	6,693,367

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
2b	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	
2c	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 in 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
3b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits.		

SCHEDULE A
(Form 990 or 990-EZ)

Public Charity Status and Public Support

OMB No. 1545-0047

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.

2015

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

▶ Information about Schedule A (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

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 11, 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 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.)
- 10 An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 11 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 11a through 11d that describes the type of supporting organization and complete lines 11e, 11f, and 11g.
 - 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 1-9 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) 2011	(b) 2012	(c) 2013	(d) 2014	(e) 2015	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	496,563	1,696,613	1,615,426	2,383,688	2,812,822	9,005,112
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	496,563	1,696,613	1,615,426	2,383,688	2,812,822	9,005,112
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)						
6 Public support. Subtract line 5 from line 4.						9,005,112

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2011	(b) 2012	(c) 2013	(d) 2014	(e) 2015	(f) Total
7 Amounts from line 4	496,563	1,696,613	1,615,426	2,383,688	2,812,822	9,005,112
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources	377	125	216	588	454	1,760
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.)	15,681	15,253	33,119	32,720	5,109	101,882
11 Total support. Add lines 7 through 10						9,108,754
12 Gross receipts from related activities, etc. (see instructions)					12	2,349,686
13 First five 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 2015 (line 6, column (f) divided by line 11, column (f))	14	98.86%
15 Public support percentage from 2014 Schedule A, Part II, line 14	15	97.94%
16a 33 1/3% support test—2015. 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—2014. 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—2015. 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—2014. 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 9 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) 2011	(b) 2012	(c) 2013	(d) 2014	(e) 2015	(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) 2011	(b) 2012	(c) 2013	(d) 2014	(e) 2015	(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 five 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 2015 (line 8, column (f) divided by line 13, column (f))	15	%
16 Public support percentage from 2014 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2015 (line 10c, column (f) divided by line 13, column (f))	17	%
18 Investment income percentage from 2014 Schedule A, Part III, line 17	18	%

- 19a **33 1/3% support tests—2015.** 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—2014.** 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 11 on Part I. If you checked 11a of Part I, complete Sections A and B. If you checked 11b of Part I, complete Sections A and C. If you checked 11c of Part I, complete Sections A, D, and E. If you checked 11d of 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? 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.		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If "Yes," answer (b) and (c) below.		
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)? If "Yes," describe in Part VI when and how the organization made the determination.		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If "Yes," explain in Part VI what controls the organization put in place to ensure such use.		
4a Was any supported organization not organized in the United States ("foreign supported organization")? If "Yes," and if you checked 11a or 11b in Part I, answer (b) and (c) below.		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? 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.		
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)? 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.		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? If "Yes," answer (b) and (c) 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).		
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? If "Yes," provide detail in Part VI.		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (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? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).		
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))? If "Yes," provide detail in Part VI.		
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? If "Yes," provide detail in Part VI.		
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? If "Yes," provide detail in Part VI.		
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)? If "Yes," answer 10b below.		
b Did the organization have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)		

Part IV Supporting Organizations (continued)

- 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 (b) and (c) below, the governing body of a supported organization?
 - b A family member of a person described in (a) above?
 - c A 35% controlled entity of a person described in (a) or (b) above? If "Yes" to a, b, or c, provide detail in Part VI.

	Yes	No
11a		
11b		
11c		

Section B. Type I Supporting Organizations

- 1 Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's 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 directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.
- 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.

	Yes	No
1		
2		

Section C. Type II Supporting Organizations

- 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).

	Yes	No
1		

Section D. All Type III Supporting Organizations

- 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?
- 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).
- 3 By reason of the relationship described in (2), 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.

	Yes	No
1		
2		
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 The organization satisfied the Activities Test. Complete line 2 below.
 - b The organization is the parent of each of its supported organizations. Complete line 3 below.
 - c The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see instructions).

2 Activities Test. Answer (a) and (b) below.

- 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.
- b Did the activities described in (a) 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.
- 3 Parent of Supported Organizations. Answer (a) and (b) 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? Provide details in Part VI.
 - 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.

	Yes	No
2a		
2b		
3a		
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. 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 1-1/2% 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 .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 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 VI Supplemental Information. Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

Part II, Line 10 - Other Income Detail

Rental Income	\$	12,850
Rebates	\$	27,638
Other Income	\$	61,394

Schedule B
 (Form 990, 990-EZ,
 or 990-PF)
 Department of the Treasury
 Internal Revenue Service

Schedule of Contributors

OMB No. 1545-0047

2015

▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.

▶ Information about Schedule B (Form 990, 990-EZ, or 990-PF) and its instructions is at www.irs.gov/form990.

Name of the organization

Habitat for Humanity of Cape Cod
 Inc

Employer identification number

22-2900430

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

501(c)(3) (enter number) organization

4947(a)(1) nonexempt charitable trust not treated as a private foundation

527 political organization

Form 990-PF

501(c)(3) exempt private foundation

4947(a)(1) nonexempt charitable trust treated as a private foundation

501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

Note. Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33¹/₃ % support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000 or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h, or (ii) Form 990-EZ, line 1. Complete Parts I and II.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 exclusively for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I, II, and III.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions exclusively for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an exclusively religious, charitable, etc., purpose. Do not complete any of the parts unless the **General Rule** applies to this organization because it received nonexclusively religious, charitable, etc., contributions totaling \$5,000 or more during the year ▶ \$

Caution. An organization that is not covered by the General Rule and/or the Special Rules does not file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it does not meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization Habitat for Humanity of Cape Cod	Employer identification number 22-2900430
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Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	Town of Mashpee 16 Great Neck Road Mashpee MA 02649	\$ 301,931	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input checked="" type="checkbox"/> (Complete Part II for noncash contributions.)
2	Town of Chatham 549 Main Street Chatham MA 02633	\$ 141,132	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
3	Town of Barnstable 367 Main Street Hyannis MA 02601	\$ 135,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
4	Federal Home Loan Bank of Boston 800 Boylston Street, Suite 900 Boston MA 02199	\$ 494,142	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
5	Cape Cod Charitable Funraisers PO Box 362 Centerville MA 02632	\$ 103,272	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization Habitat for Humanity of Cape Cod	Employer identification number 22-2900430
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Part II Noncash Property (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (see instructions)	(d) Date received
1	Parcel of Land-132 Quinaquisset	\$ 110,000	11/02/15
1	Parcel of Land-108 Orchard	\$ 125,000	11/02/15
		\$	
		\$	
		\$	
		\$	
		\$	

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.

Information about Schedule D (Form 990) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2015

Open to Public Inspection

Name of the organization

Habitat for Humanity of Cape Cod Inc

Employer identification number

22-2900430

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.

Table with 2 columns: (a) Donor advised funds, (b) Funds and other accounts. Rows include: 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?, 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?

Part II Conservation Easements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

Table with 2 columns: Description, Held at the End of the Tax Year. Rows include: 1 Purpose(s) of conservation easements held by the organization (check all that apply), 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, 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?, 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)?, 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.

Table with 2 columns: Description, Amount. Rows include: 1a If the organization elected, as permitted under SFAS 116 (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. 1b If the organization elected, as permitted under SFAS 116 (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 SFAS 116 (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 are a 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 programs
 - 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					
b Contributions	286,444				
c Net investment earnings, gains, and losses	15				
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses	150				
g End of year balance	286,309				

- 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 100.00 %
 - c Temporarily restricted endowment %
- 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 | | <input checked="" type="checkbox"/> |
| (ii) related organizations | | <input checked="" type="checkbox"/> |
| b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R? | | |
- 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		112,019	8,494	103,525
d Equipment		129,814	62,561	67,253
e Other		15,575	10,392	5,183
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				175,961

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) Land for Homes	2,271,132
(2) Homes Under Construction	2,259,114
(3) Other Assets	19,464
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	4,549,710

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.

(a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) Note Payable	437,028
(3) Escrows Held	63,316
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	500,344

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 FIN 48 (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	5,296,817
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:			
	a Net unrealized gains (losses) on investments	2a		
	b Donated services and use of facilities	2b	133,855	
	c Recoveries of prior year grants	2c		
	d Other (Describe in Part XIII.)	2d		
	e Add lines 2a through 2d		2e	133,855
3	Subtract line 2e from line 1		3	5,162,962
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	-2,493,403	
	c Add lines 4a and 4b		4c	-2,493,403
5	Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.)		5	2,669,559

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	4,142,667
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:			
	a Donated services and use of facilities	2a		
	b Prior year adjustments	2b		
	c Other losses	2c		
	d Other (Describe in Part XIII.)	2d	2,493,403	
	e Add lines 2a through 2d		2e	2,493,403
3	Subtract line 2e from line 1		3	1,649,264
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	1,649,264

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 XI, Line 4b - Revenue Amounts Included on Return - Other

Cost of Homes Sold \$ -2,394,608

Fundraising Expenses \$ -98,795

Part XII, Line 2d - Expense Amounts Included in Financials - Other

Costs of Homes Sold \$ 2,394,608

Fundraising Expenses \$ 98,795

**SCHEDULE G
(Form 990 or 990-EZ)**

Supplemental Information Regarding Fundraising or Gaming Activities

OMB No. 1545-0047

2015

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Complete if the organization answered "Yes" on Form 990, Part IV, lines 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.

▶ Information about Schedule G (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

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 ten 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>CCC Fundraisers</u> (event type)	<u>Gala</u> (event type)	<u>1</u> (total number)	(add col. (a) through col. (c))	
Revenue	1	Gross receipts	106,340	89,407	11,565	207,312
	2	Less: Contributions				
	3	Gross income (line 1 minus line 2)	106,340	89,407	11,565	207,312
Direct Expenses	4	Cash prizes				
	5	Noncash prizes		10,699		10,699
	6	Rent/facility costs				
	7	Food and beverages		18,734		18,734
	8	Entertainment				
	9	Other direct expenses	47,768	11,602	1,288	60,658
	10	Direct expense summary. Add lines 4 through 9 in column (d)				
11	Net income summary. Subtract line 10 from line 3, column (d)					117,221

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			33,437
Direct Expenses	2	Cash prizes				
	3	Noncash prizes				
	4	Rent/facility costs				
	5	Other direct expenses			8,704	8,704
	6	Volunteer labor	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
7	Direct expense summary. Add lines 2 through 5 in column (d)					8,704
8	Net gaming income summary. Subtract line 7 from line 1, column (d)					24,733

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 M
(Form 990)**

Noncash Contributions

OMB No. 1545-0047

2015

**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.
- ▶ Information about Schedule M (Form 990) and its instructions is at www.irs.gov/form990.

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	X	1	235,000	Appraisals
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 ▶ (Build Materials)	X	1	212,431	
26 Other ▶ ()				
27 Other ▶ ()				
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

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 is not required to be used for exempt purposes for the entire holding period?

	Yes	No
30a		X
31	X	
32a		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 non-standard contributions?

32a Does the organization hire or use third parties or related organizations to solicit, process, or sell noncash contributions?

b If "Yes," describe in Part II.

33 If the organization did not 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)

Supplemental Information to Form 990 or 990-EZ

OMB No. 1545-0047

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

2015

Department of the Treasury
Internal Revenue Service

▶ Attach to Form 990 or 990-EZ.

Open to Public
Inspection

▶ Information about Schedule O (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

Name of the organization

Habitat for Humanity of Cape Cod
Inc

Employer identification number

22-2900430

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

dedicated to the work of Habitat. Habitat for Humanity of Cape Cod continues to sustain its programs and community impact with the energetic involvement of many hundreds of volunteers, who generously dedicate their 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

Cost of Homes Sold	\$ 2,394,608
Fundraising Expenses	\$ 98,795
Costs of Homes Sold	\$ -2,394,608
Fundraising Expenses	\$ -98,795

Form **4562**

Department of the Treasury
Internal Revenue Service

Depreciation and Amortization
(Including Information on Listed Property)

▶ Attach to your tax return.

▶ Information about Form 4562 and its separate instructions is at www.irs.gov/form4562.

OMB No. 1545-0172

2015

Attachment Sequence No. **179**

Name(s) shown on return

Habitat for Humanity of Cape Cod Inc

Identifying number

22-2900430

Business or activity to which this form relates

Indirect Depreciation

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	500,000
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	2,000,000
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	
6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2014 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)	11	
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	
13	Carryover of disallowed deduction to 2016. Add lines 9 and 10, less line 12	13	

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	15,320

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2015	17	0
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here		

Section B—Assets Placed in Service During 2015 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only—see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs.		S/L	
h Residential rental property			27.5 yrs.	MM	S/L	
			27.5 yrs.	MM	S/L	
i Nonresidential real property			39 yrs.	MM	S/L	
				MM	S/L	

Section C—Assets Placed in Service During 2015 Tax Year Using the Alternative Depreciation System

20a Class life					S/L	
b 12-year			12 yrs.		S/L	
c 40-year			40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	7,954
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations—see instructions	22	23,274
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

For Paperwork Reduction Act Notice, see separate instructions.

Part V Listed Property (Include automobiles, certain other vehicles, certain aircraft, certain computers, and property used for entertainment, recreation, or amusement.)

Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

Section A—Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles.)

24a Do you have evidence to support the business/investment use claimed? [X] Yes [] No 24b If "Yes," is the evidence written? [X] Yes [] No

Table with columns (a) Type of property, (b) Date placed in service, (c) Business/investment use percentage, (d) Cost or other basis, (e) Basis for depreciation, (f) Recovery period, (g) Method/Convention, (h) Depreciation deduction, (i) Elected section 179 cost.

25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use (see instructions) 25

Table for 26 Property used more than 50% in a qualified business use: Ford E250 Van, 2015 Ford Transit.

Table for 27 Property used 50% or less in a qualified business use: (Empty rows)

28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1 28 7,954

29 Add amounts in column (i), line 26. Enter here and on line 7, page 1 29

Section B—Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

Table for 30-36 with columns (a)-(f) for Vehicle 1-6. Rows include total miles driven and availability for personal use.

Section C—Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who are not more than 5% owners or related persons (see instructions).

Table for 37-41 with Yes/No columns. Questions about written policies and employee use.

Note: If your answer to 37, 38, 39, 40, or 41 is "Yes," do not complete Section B for the covered vehicles.

Part VI Amortization

Table for 42-44 with columns (a) Description of costs, (b) Date amortization begins, (c) Amortizable amount, (d) Code section, (e) Amortization period or percentage, (f) Amortization for this year.

Federal Asset Report

Form 990, Page 1

Asset	Description	Date In Service	Cost	Bus %	Sec 179B	Bonus	Basis for Depr	PerConv	Meth	Prior	Current
Other Depreciation:											
12	Computers	2/27/07	3,412				3,412	5	MO S/L	3,412	0
13	Laptop Computer	12/31/06	1,350				1,350	5	MO S/L	1,350	0
15	Computer Equipment	5/23/08	6,463				6,463	5	MO S/L	6,463	0
17	Canon Copier/Scanner 3235I	8/27/09	7,350				7,350	5	MO S/L	7,350	0
18	Laptop	3/21/10	1,165				1,165	5	MO S/L	1,165	0
19	Laptop	1/03/11	486				486	5	MO S/L	438	48
21	File Cabinets	1/19/11	979				979	7	MO S/L	617	140
22	Projector	10/18/10	545				545	5	MO S/L	508	37
23	Office Furniture	12/15/10	8,146				8,146	7	MO S/L	5,334	1,163
24	Office Furniture	10/22/10	700				700	7	MO S/L	467	100
25	Fireproof File Cabinet	1/06/11	2,000				2,000	7	MO S/L	1,286	285
26	Leasehold Improvements 411 Main	1/17/11	20,240				20,240	39	MO S/L	2,292	519
27	Restore Truck	12/30/11	14,000				14,000	5	MO S/L	9,800	2,800
28	Restore Leasehold Improvements	2/01/12	27,358				27,358	39	MO S/L	2,397	701
30	Flat Screen TV	4/26/12	881				881	5	MO S/L	558	176
32	OptiPlex 3010 Desktop	2/19/13	1,185				1,185	5	MO S/L	553	237
33	PowerEdge T620 Server	2/18/13	8,826				8,826	5	MO S/L	4,119	1,765
34	Latitude E5530	4/04/13	1,146				1,146	5	MO S/L	516	229
35	Restore Expansion	6/30/13	6,132				6,132	39	MO S/L	314	158
37	Restore Improvements	5/01/14	19,442				19,442	39	MO S/L	582	498
38	Laptop	8/08/13	3,934				3,934	5	MO S/L	1,508	787
39	Computers	1/31/14	4,137				4,137	5	MO S/L	1,172	827
40	Scaffolding	11/06/13	3,750				3,750	10	MO S/L	625	375
41	Sweatwater Sound System	7/10/14	999				999	7	MO S/L	143	142
42	Upgrade Phone System	1/01/15	6,417				6,417	7	MO S/L	458	917
43	Phones-New Office	1/01/15	1,591				1,591	7	MO S/L	114	227
44	Laptop Family Programs Manager	2/02/15	913				913	5	MO S/L	76	183
45	Computer	2/02/15	1,402				1,402	5	MO S/L	117	280
46	Flat Screen TV-Restore	3/10/15	806				806	7	MO S/L	38	116
48	Utility Trailer	10/16/14	2,132				2,132	5	MO S/L	284	427
49	Liftgate for Trailer	12/24/14	4,859				4,859	5	MO S/L	486	972
50	Ipad	8/20/14	569				569	5	MO S/L	95	114
53	Restore Leasehold Improvements	6/01/15	35,777				35,777	39	MO S/L	76	918
54	Volunteer Laptop & Monitor	12/23/15	1,405				1,405	5	MO S/L	0	140
57	Restore Commercial Sectional Door	1/12/16	3,070				3,070	39	MO S/L	0	39
Total Other Depreciation			203,567				203,567			54,713	15,320
Total ACRS and Other Depreciation			203,567				203,567			54,713	15,320
Listed Property:											
47	Ford E250 Van	10/15/14	25,695				25,695	5	MO S/L	3,460	5,139
56	2015 Ford Transit	12/16/15	28,146				28,146	5	MO S/L	0	2,815
			53,841				53,841			3,460	7,954
Amortization:											
55	Website Upgrades 2016	2/11/16	14,313				14,313	3	MO Amort	0	1,988
10	Computer Software	1/27/03	950				950	5	MO Amort	950	0
14	Quickbooks Software	1/02/07	350				350	3	MO Amort	350	0
16	Fundraiser Software	9/09/08	2,000				2,000	3	MO Amort	2,000	0
20	Chief Architect Software	6/06/11	4,285				4,285	3	MO Amort	4,285	0
29	Website Redesign	11/16/11	1,895				1,895	3	MO Amort	1,895	0
31	Raiser's Edge Ver 7 Cloud Software	6/15/12	28,087				28,087	3	MO Amort	28,087	0
36	Raisers Edge Ver 7	8/01/12	5,068				5,068	3	MO Amort	4,927	141
51	Website Upgrade	2/25/15	3,500				3,500	3	MO Amort	486	1,167
52	Website Upgrade	3/06/15	2,400				2,400	3	MO Amort	267	800
			62,848				62,848			43,247	4,096

Federal Asset Report

Form 990, Page 1

<u>Asset</u>	<u>Description</u>	<u>Date In Service</u>	<u>Cost</u>	<u>Bus %</u>	<u>Sec 179 Bonus</u>	<u>Basis for Depr</u>	<u>Per Conv Meth</u>	<u>Prior</u>	<u>Current</u>
	Grand Totals		320,256			320,256		101,420	27,370
	Less: Dispositions and Transfers		0			0		0	0
	Less: Start-up/Org Expense		0			0		0	0
	Net Grand Totals		<u>320,256</u>			<u>320,256</u>		<u>101,420</u>	<u>27,370</u>

SCHEDULE G (Form 990 or 990-EZ)	Fundraising Other Events	2015
For calendar year 2015, or tax year beginning 07/01/15 , and ending 06/30/16		

Name Habitat for Humanity of Cape Cod Inc	Employer Identification Number 22-2900430
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		(a) Other event <u>Other Fundraise</u> (event type)	(b) Other event _____ (event type)	(c) Other event _____ (event type)	(d) Total other events (add col. (a) through col. (c))
Revenue	1 Gross receipts	11,565			11,565
	2 Less: Charitable contributions				
	3 Gross income (line 1 minus line 2)	11,565			11,565
Direct Expenses	4 Cash prizes				
	5 Noncash prizes				
	6 Rent/facility costs				
	7 Food/beverages				
	8 Entertainment				
	9 Other expenses	1,288			1,288

Federal Statements

Taxable Interest on Investments

<u>Description</u>	<u>Amount</u>	<u>Unrelated Business Code</u>	<u>Exclusion Code</u>	<u>Postal Code</u>	<u>Acquired after 6/30/75</u>	<u>US Obs (\$ or %)</u>
Bank interest	\$ 454		14			
Total	\$ 454					

Federal Statements

Form 990, Part IX, Line 11g - Other Fees for Service (Non-employee)

Description	Total Expenses	Program Service	Management & General	Fund Raising
Consulting	\$ 24,664	24,664	\$	\$
Mortgage processing fees	101,350	101,350		
Total	\$ 126,014	126,014	\$ 0	\$ 0

Form 990, Part IX, Line 24e - All Other Expenses

Description	Total Expenses	Program Service	Management & General	Fund Raising
Telephone	\$ 10,833	10,833	\$	\$
Truck expenses	9,113	9,113		
Repairs & Maintenance	7,922	4,753	1,585	1,584
Volunteer expenses	7,659	7,659		
Repairs and Maintenance	6,474	6,474		
Miscellaneous expenses	6,285	6,285		
Home Warranty Expenses	4,740	4,740		
Storage/equipment rentals	3,693	3,693		
Bank Charges	3,321	3,321		
Loss on abandoned project	2,802	2,802		
Training	1,200	1,200	216	215
Telephone	1,077	646		
Bad Debts	64	64		
Taxes/Licenses	15	15		
Total	\$ 65,198	61,598	\$ 1,801	\$ 1,799

Federal Statements

Schedule A, Part II, Line 1(e)

Description	Amount
Contributions	\$ 1,225,563
In-Kind Donations-Bldg Materials	664,555
Foundation & Other Grants	212,431
	710,273
Total	\$ 2,812,822

Schedule A, Part II, Line 8(e)

Description	Amount
Bank interest	\$ 454
Rental Income	
Total	\$ 454

Schedule A, Part II, Line 12

Description	Amount
Miscellaneous Revenue	\$ 4,829
Rental Income	280
Amort of Mortgage Discounts	101,217
CCC Fundraisers	106,340
Home Sales	1,210,150
Restore Sales	792,461
Kayak Raffle	33,437
Other Fundraisers	11,565
Gala	89,407
Total	\$ 2,349,686

Federal Statements

CCC Fundraisers

Other Direct Fundraising or Gaming Expenses

Description	Amount
Annual Dues	\$ 16,000
Last Gasp	3,839
Payment to Sponsor	12,816
Rock the Roll	1,190
Spectacle of Trees	13,923
Total	\$ <u>47,768</u>

Federal Statements

Kayak Raffle

Other Direct Fundraising or Gaming Expenses

<u>Description</u>	<u>Amount</u>
Other Direct Expenses	\$ <u>8,704</u>
Total	\$ <u><u>8,704</u></u>

Federal Statements

Other Fundraisers

Other Direct Fundraising or Gaming Expenses

<u>Description</u>	<u>Amount</u>
Other Direct Expenses	\$ <u>1,288</u>
Total	\$ <u><u>1,288</u></u>

Federal Statements

Gala

Other Direct Fundraising or Gaming Expenses

<u>Description</u>	<u>Amount</u>
Auctioneer	\$ 3,000
Other Direct Expenses	8,602
Total	<u>\$ 11,602</u>