

MARSHFIELD PLANNING BOARD  
RULES GOVERNING **AGE-RESTRICTED**  
**ADULT VILLAGE SPECIAL PERMIT**  
(HOUSING FOR THE ELDERLY  
AND HANDICAPPED PERSONS)

Date of Adoption: March 19, 1990  
With Revisions through: **August 10, 2009**

1.0 General Provisions

1.1 Purpose and Authority

The following rules are hereby adopted by the Marshfield Planning Board as provided in Chapter 40A of the Massachusetts General Laws, for the purpose of establishing uniform procedures for the granting of special permits for the development of elderly and handicapped housing. These regulations were amended on December 15, 2003 in order to encourage the production of housing units that are affordable in perpetuity to elderly and handicapped persons of low or moderate income.

1.2 Adoption and Amendment:

These rules and regulations may be adopted and from time to time amended by majority vote, provided such adoption or amendment is submitted in writing at a meeting of the Board and action thereon taken after a public hearing.

1.3 Effective Date:

These rules and regulations are effective when voted. A copy shall be filed with the office of the Town Clerk, with appropriate endorsements, such as:

Date of adoption;  
Date filed with Town Clerk;  
Amendments – dates of.

2.0 Applicant (Petitioner)

An application or petition for a Special Permit may be brought by a property owner, agent or prospective purchaser who submits certification of property interest and authority to file.

3.0 Pre-Application Conference

The Planning Board may hold pre-application conferences at any regular or special meeting of the Board. If the applicant proposes to include affordable units

within the development, the applicant is encouraged to attend a pre-application conference with the Marshfield Housing Authority. Concept plans may be submitted for discussion purposes and to assist in the identification of the nature of information necessary to meet the requirements of the zoning by-law for the special use.

#### 4.0 Application for Special Permits

##### 4.1 Official Application Form

Application for Special Permits shall be made on an official form, which shall be furnished by the Town Clerk or the staff of the Planning Board upon request. This will include a copy of the Monitoring Agreement to be signed upon completion of construction with the Marshfield Housing Authority. Any communication not on an official form shall be considered as a notice of intention to apply and not as an application. All information indicated on the form shall be accurately and fully supplied by the applicant. Failure to meet this requirement will be considered a failure to submit an application, and no public hearing will be scheduled.

##### 4.2 Certified List of Abutters

The applicant shall obtain from the Board of Assessors a certified list of the names and addresses of all owners of land abutting the proposed development as appearing in the most recent tax list. The applicant shall mail the notice to abutters by certified mail, return receipt requested, not less than ten (10) days before the date of the hearing. The prepared notice shall be verified by the Planning Board or its agent before being mailed by the applicant. The applicant shall submit envelopes addressed to each abutter along with Certified Mail, return receipt requested slips, to be filled out for each abutter. Return receipts are to be addressed to the Planning Board for further verification:

Marshfield Planning Board  
Town Hall  
870 Moraine Street  
Marshfield, MA 02050

Failure to comply with the requirements of this section will result in the continuation of the public hearing.

##### 4.3 Contents of an Application

The completed application form, original plan and seventeen (17) copies shall be submitted to the Planning Board with an additional copy filed forth with the Town Clerk by applicant. The following information shall be furnished by the applicant:

1. A site plan drawn at a scale of 1" = 40', unless another scale is previously

requested and found suitable by the Board;

2. A professional engineer, registered architect or registered landscape architect shall prepare the site plan;
3. The plan shall be stamped by the registered land surveyor who performed the boundary survey and who shall certify the accuracy of the locations of the buildings, setbacks and all other required dimensions, elevations and measurements and shall be signed under the penalties of perjury;
4. The scale, date and north arrow shall be shown;
5. Lot number, dimensions of lot in feet, size of lot in square feet, and width of abutting streets and ways;
6. Easements within the lot and abutting thereon;
7. The location of existing or proposed buildings on the lot shall be shown with the total square footage and dimensions of all buildings, all building elevations and floor plans, and perspective renderings. The information shall be sufficient so that the Board may make recommendations regarding, among other things, the architectural value and significance of the site, building or structure, the general design, arrangement and texture, material and color of the features involved and the relation of such features to similar features of buildings and structures in the surrounding area;
8. The total number and breakdown of elderly and/or handicapped dwelling units including designation of dwelling units reserved in perpetuity for occupancy by persons or families of low or moderate income. Affordable housing units shall be of comparable design and construction, and shall not be segregated from market rate or larger dwelling units in the development in which they are proposed;
9. The location of existing wetlands, vernal pools, water bodies, wells, one-hundred year floodplain elevation, streams, vistas, slope areas, geological features, unique vegetation, historic features, and other natural features that may be important to the site. Where wetland delineation is in doubt or dispute, the Planning Board shall require the applicant to submit to the Conservation Commission a request for determination of applicability pursuant to G.L. c. 131, s. 40 and 310 CMR 10.05 (3), the Wetlands Protection Act.
10. The distance of existing and proposed buildings from the lot lines and the distance between buildings on the same lot;

11. Percent of building lot coverage and percentage of paved (impervious) area used for parking, loading, and access within the property;
12. Existing and proposed topographical lines at two-foot intervals on tract and 50' within thereof;
13. Height of all buildings, above average finished grade of abutting streets, including architectural details;
14. A landscape plan to include the total square feet of all landscape and recreation areas, and depiction of materials to be used, and the quantity, size, and species of plantings;
15. Deed or other recorded instrument that show the applicant to be the owner under option of the land to be designated as an Elderly and Handicapped Residential Development, and that the land is in single or consolidated ownership at the time of final plan application;
16. The applicant shall submit information to address the following: measures proposed to prevent pollution of surface water or groundwater, soil erosion, increased runoff, and flooding; design features intended to integrate the proposed new development into the existing landscape, to enhance aesthetic assets, and to screen objectionable features from neighbors; projected traffic flow patterns into and upon the site for both vehicles and pedestrians and an estimate of the projected number of motor vehicle trips to and from the site for an average day and for peak hours; the information and proposed mitigation measures shall apply to both on site and related off-site conditions, as identified in Sec. 11.08, Performance Standards, of the Marshfield Zoning Bylaw. The scheduling of mitigation measures shall insure that said remedies are in place and functioning properly at the time of project occupancy. The Planning Board reserves the right to require additional information as may be necessary to protect the public interests outline in Sec. 11.08 and relevant sections of the Zoning Bylaw.
17. The location and acreage of areas to be devoted to specific principal and accessory uses;
18. Existing and proposed street, parking, drainage, and utility system shall be prepared by a Massachusetts registered professional engineer and the property line plan by a Massachusetts registered land surveyor;
19. A locus plan at 1" = 100', 200', or 400' scale showing the location, names, and present widths of the Secondary Streets bounding, approaching or within reasonable proximity of the site, and including the tracts of land, ownership, and topography from assessor's plans or field

survey if available, or properties there-in;

20. The application shall also furnish a summary of the vital statistics of the project. Such statistics shall include: total gross and net square footage, number of parking spaces, estimated water consumption and sewage discharge, and total number and location of affordable units demonstrating compliance with required performance standards;
21. One (1) copy of all local, state, and federal approvals, if obtained, prior to site plan approval, including any variances obtained prior to site plan approval.
22. Applicants seeking an affordable housing density bonus shall demonstrate in their application that the affordable units comply with the requirements of 760 CMR 45.03: Local Initiative Units. The applicant shall complete and return with their application the attached worksheet entitled 'Local Initiative Program – Units Only Application' dated **2003**, or as amended.

#### 4.4 Performance Standards for Affordable Housing Developments

1. Applicants **are required to** include a minimum of ten (10) percent of the total number of dwelling units as affordable to households at or below 80% of the area median income as published by the Department of Housing and Urban Development
2. Applicants shall include with their application a copy of the proposed resale restrictions for the affordable units. The restrictions shall remain in force in perpetuity and shall be approved as to form by legal counsel to the Planning Board, and the right of first refusal upon the transfer of such restricted units shall be granted to the Marshfield Housing Authority for a period not less than 120 days after notice thereof.
3. Applicants shall include with their application a copy of the proposed Monitoring Agreement with the Marshfield Housing Authority which will be signed upon completion of construction. The Monitoring Agreement shall remain in force for 99 years and shall be approved as to form by legal counsel to the Planning Board.
4. The applicant shall affirmatively take steps to utilize the Marshfield Housing Authority, a public agency, a nonprofit agency, limited dividend corporation, or other appropriate entity, and through a Local Initiative Program Petition or other similar mechanism or program, cause application to be made to the DHCD, so as to timely furnish all forms and information necessary to promote the designation of those units designated as affordable as affordable units qualifying as part of the subsidized housing inventory. The Planning Board shall require submission of

application, forms and appropriate information to the DHCD as a condition of approval.

5. Affordable units created through this Special Permit shall be marketed in a manner consistent with the affirmative marketing plan of the Marshfield Housing Authority.

## 5.0 Fees

All applications shall be accompanied by a certified check made payable to the order of the Town of Marshfield. All payments must be made within thirty (30) days of billing date.

Fees can be waived for applications from the town of Marshfield, Religious and Non-profit Organizations, at the discretion of the Planning Board on case-by-case basis.

### 5.1 Administrative Fees:

A minimum administrative fee of seven hundred fifty dollars (\$750) for a special permit application shall be charged to defray the expenses incurred by the Town for administrative costs.

The applicant will be charged an additional fee of fifty dollars (\$50.00) per affordable unit if the application requires technical assistance from the Local Initiative Program staff. Review fees for eligibility for the affordable housing density bonus shall be deposited with and administered by the Planning Board.

Approved development applications will be assessed a monitoring fee of seven thousand dollars (\$7,000) per affordable unit to support the work of the Marshfield Housing Authority to run a housing lottery and to ensure that the unit remains affordable in perpetuity. Developers will be required to pay all advertising costs for affordable units.

### 5.2. Consultant Fees:

Where normal in-house engineering services are unavailable, and/or where specific conditions arising from the land or the nature of the proposal necessitate the assistance of a planning, engineering, traffic, soils, hydrologic, or other consultant, the Planning Board may engage such consultant services to assist the Board in its review at the applicant's expense. The Board shall so notify the applicant in writing, along with an estimate provided by the Board's consultant of the cost of such studies the Board has determined to be necessary. Prior to commencement of such studies, the applicant shall post a minimum \$5,000 performance guarantee in an interest bearing, escrow account with the Town Treasurer in the name of the Marshfield Planning Board. The consultant shall

provide monthly invoices to the Planning Board. The consultant shall provide monthly invoices to the Planning Board for approval of services and shall report directly to the Planning Board as to his findings, investigations, scope of work, and action. The Planning Office shall inform the applicant of the need to deposit additional funds if at any time the Town's obligation to its consultant shall exceed the funds held in escrow for review purposes. Release of approved plans and building permits shall not be given until the town has been compensated in full for review costs as outlined herein.

### 5.3 Other Costs and Expenses:

The applicant is responsible for preparing addressed notices to abutters by certified mail, return receipt requested. The prepared notice shall be then verified by the Planning Board or its agent before being mailed by the Planning Board agent. Return receipts are to be addressed to the Planning Board for further verification. The prepared notices/certified mailing shall be delivered to the Planning Board agent with the application at the time of filing. Upon final action (filing of a decision with the Town Clerk) the Planning Board shall return the balance of funds in escrow to the applicant, but shall retain sufficient funds to cover any unpaid portion of any approved, outstanding invoice until such payment is made and shall so notify the applicant in writing.

### 5.4 Special Permit Modification

The administrative fee to modify an existing special permit is four hundred dollars (\$400). The applicant shall submit a check made out to the Town of Marshfield at the time of the request to modify the WRPD special permit.

### 5.5 Fee Waiver

Fees can be waived for applications from the Town of Marshfield, Religious and Non-profit Organizations, at the discretion of the Planning Board on a case-by-case basis.

## 6.0 Planning Board Review

Upon a filing of application and plans with the Town Clerk, the Planning Board shall distribute copies of the plans and supporting information to the following town departments: Planning Board, Planning Board Engineering Consultant, Planning Board Water Scientist (if within WRPD), Assessors, Town Clerk, Zoning Board of Appeals, Conservation Commission, Engineering Department, Water Department (2), Highway Department, Housing Authority, Board of Health, Building Department, Historical Commission, Police Department and Fire Department. Said distribution shall be completed within ten days of the receipt of the plans and application by the Planning Board. In addition, where the property abuts or is accessed within 100' of a state highway (Rt. 3A, or Rt. 139), the

Planning Board shall mail a copy of plans and supporting application materials in a pre-addressed envelope, certified mail, to the District 7 office, Mass. Dept. of Public Works to serve to alert both applicant and M.D.P.W. of potential curb cut permit issues.

These departments shall have thirty-five (35) days to review and submit written comments to the Board. Failure of the various Boards and Commissions to make comment or recommendations within the 35-day time frame shall be deemed by the Planning Board as a lack of opposition thereto.

#### 6.1 Decision Report:

If a special permit does not incorporate the suggestion of requirements of any property filed report(s), or is issued contrary to its recommendations, the Planning Board shall issue a written decision stating the reasons for not following the recommendation s or requirements of such report(s).

#### 6.2 Procedural Review:

The Board, acting as the S.P.G.A., shall follow all procedural requirements of Chapter 40A, Section 9 of the Massachusetts General Laws.

**Public Hearing:** The Planning Board shall schedule a public hearing within sixty-five (65) days of receipt of an application. Notice of said hearing shall be advertised and mailed to parties of interest as required.

**Action by the Board:** Within ninety (90) days of the close of the public hearing, the Planning Board shall file a decision with the Town Clerk, indicating approval, conditional approval, or denial of a special permit.

### 7.0 Disposition of Application:

#### 7.1 Withdrawal of Application:

An application may be withdrawn without prejudice by an applicant by notice in writing to the Clerk of the Board at any time prior to the first publication of the notice of the public hearing.

After such notice, withdrawal of an application shall be permitted only by majority vote of the Board.

#### 7.2 Reconsideration:

No vote on an application may be reconsidered after the meeting at which the decision was rendered has been adjourned.



### 7.3 Appeals:

Any person aggrieved by a decision of the Board as Special Permit Granting Authority may appeal such decision as provided in M.G.L. 40A, Section 17 within twenty days (20) after such decision has been filed in the office of the Town Clerk.

### 7.4 Reapplication:

No application which has been unfavorably and finally acted upon by the Board shall be reconsidered for a Special Permit within two (2) years after the date of the said final unfavorable action, unless the Board finds by vote of four members specific and material changes in the conditions upon which the previous unfavorable action was based and such changes are described in the record of the Board's proceedings, and after notice is given to parties in interest of the time and place of the proceedings to reconsider in the same manner as provided for in Section 6.3 of these rules and regulations.

### 7.5 Lapse of Special Permit:

Per subsection D.3 of Sec. 11.08 of the Zoning Bylaw, every special permit authorized by the Board shall contain the express condition that it will lapse if substantial use under the permit is not commenced within two (2) years from the date of final action by the Board, except for good cause or the final determination of an appeal.

### 7.6 Extension of Special Permits:

No special permit shall take effect until a copy of the decision, bearing the certification of the Town Clerk, that twenty (20) days have elapsed after the filing of the decision and no appeal has been filed, is recorded in the Registry of Deeds and indexed under the name of the record owner of the land.

## 8.0 Performance Guarantee

As a condition to a Special Permit, the applicant shall post a performance bond to cover the period of construction or provide other safeguards in the form and amount or penal sum acceptable to the Board prior to the expiration of the twenty (20) day appeal period, unless the Board shall specify otherwise. The purpose of the bond is to assure correction of drainage, erosion control or safety problems which may affect abutters or the public. If the applicant is not the owner and must purchase to assume such obligations, he shall comply within twenty (20) days following the date of purchase. Upon completion of construction work, and satisfactory inspection by the Planning Board or its agent, the bond shall be returned to the applicant. In the event of any dispute, the Planning Board shall have the right to require "as-built" plans certified by the appropriate registered

architect, professional engineer, or surveyor as a basis for its findings.

#### 9.0 Severability of Provisions

The Provisions of these Rules and Regulation are severable. If any provision of these Rules and Regulations is held invalid, the other provisions shall not be affected thereby. If the application of these Rules and Regulations, or any of its provisions to any person or circumstances is held invalid, the application of these Rules and Regulations and their provisions to other persons and circumstances shall not be affected thereby.

#### 10.0 Waiver of Full Compliance

Full compliance with these regulations may be waived by the Board, provided such waivers are deemed to serve the public interest and are not conflicting with M.G.L. Chapter 40A.

**SPECIAL PERMIT APPLICATION**  
**FOR AN ELDERLY/HANDICAPPED RESIDENTIAL DEVELOPMENT**

File one completed application with the Planning Board and one copy with the Town Clerk in accordance with the requirements of Section 2 B.

Marshfield, Mass. \_\_\_\_\_, 20 \_\_\_\_

Applicant: \_\_\_\_\_ Phone# \_\_\_\_\_

Address: \_\_\_\_\_

Owner: \_\_\_\_\_ Phone# \_\_\_\_\_

Address: \_\_\_\_\_

Project Engineer: \_\_\_\_\_ Phone# \_\_\_\_\_

Landscape Architect \_\_\_\_\_ Phone# \_\_\_\_\_

Registered Land Surveyor \_\_\_\_\_ Phone # \_\_\_\_\_

Proposed Development Name \_\_\_\_\_

Location: \_\_\_\_\_

Assessor's Map(s) \_\_\_\_\_

Number of Lots: \_\_\_\_\_

Zoning District(s): \_\_\_\_\_

Abutting Streets Serving Location \_\_\_\_\_

Area of Land Involved \_\_\_\_\_ Acres

Number of Units Created \_\_\_\_\_

**Number of Affordable Units Created** \_\_\_\_\_

Area Reserved for Future Development: \_\_\_\_\_ Acres

Area Preserved as Open Space: \_\_\_\_\_ Acres

**Method of Open Space Preservation (i.e. conservation restriction, deed to Town etc.):**

Is Town Water Available? \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

## **APPENDIX A: MONITORING SERVICES AGREEMENT**

Adopted by vote of the Marshfield Housing Authority on March 3, 2003.

THIS AGREEMENT is made as of the \_\_\_\_\_ (date), by and between \_\_\_\_\_ (developer) a Massachusetts limited liability company having an address at \_\_\_\_\_ and the Marshfield Housing Authority with an address of 12 Tea Rock Gardens Marshfield, Massachusetts, (the "Monitoring Agent").

### **BACKGROUND**

- A. The \_\_\_\_\_ (bank) has agreed to provide a subsidized advance under the (funding source if any) to \_\_\_\_\_ (bank) for the purpose of financing a project containing \_\_\_\_\_ (number of units) located at \_\_\_\_\_ Marshfield, Massachusetts (the "Project").
- B. The Project has received a \_\_\_\_\_ permit from the Planning Board of the Town of Marshfield (the "Municipality") under Massachusetts General Law.
- C. Pursuant to the guidelines of the \_\_\_\_\_ Project, at least \_\_\_\_\_ units in the project (the "Affordable Units") are required to be sold to households who meet the Department of Housing and Community Development Local Initiative Program definition of first-time homebuyers and whose incomes do not exceed eighty (80%) percent of the median income (adjusted for household size) for the Boston Primary Metropolitan Statistical Area. In addition, the Affordable Units will be subject to a Deed Rider governing their resale (the "Affordability Requirement") for a period of up to ninety-nine (99) years.
- D. Pursuant to the guidelines of the \_\_\_\_\_ and the Regulatory Agreement, the Developer may not receive profit in excess of twenty (20%) percent of the total development costs of the Project (the "Limited Dividend Requirement").
- E. Pursuant to the requirements of the Regulatory agreement, the Developer has agreed to retain the Monitoring Agent to perform monitoring and enforcement services regarding compliance of the Project with the Affordability Requirement and the compliance of the Developer with the Limited Dividend Requirement.

## **Agreement**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

- (1) **Monitoring Services.** The Monitoring Agent shall monitor the compliance of the project with the Affordability Requirement and the compliance of the Developer with the Limited Dividend Requirement, including:
  - (i) Receipt of certified cost and income statements for the Project from the Developer.
  - (ii) Review of the adequacy and completeness of cost certifications and the substantive compliance of the Project with the Affordability Requirement and of the Developer with the Limited Dividend Requirement.
  - (iii) Review of income certifications, deeds and deed riders with respect to initial sales of Affordable Units.
  - (iv) Monitoring of re-sales of Affordable Units for compliance with the terms of the applicable deed riders and issuance certifications, as appropriate, approving re-sales and the payment of recapture amounts.
  - (v) Preparation of an annual report (the "Annual Compliance Report") to the Bank, so long as the Bank shall hold a mortgage on the premises, to the \_\_\_\_\_(bank) and the Municipality on the compliance of the Developer with the reporting requirements of the Project, with the Affordability Requirement and the Limited Dividend Requirement, for so long as the Developer still owns units in the Project and to the \_\_\_\_\_ (bank) and the Municipality, during the term hereof, with respect to the conformance of the project with the affordability requirement and the limited dividend requirement. The Annual Compliance Report shall indicate the extent of noncompliance with the relevant reporting requirements and/or substantive requirement, described efforts being made by the Developer to remedy such noncompliance and, if appropriate, recommend a demand by the bank for repayment of the Subsidized Advance or other possible enforcement action against the Developer.
  - (vi) Circulation of an Annual Compliance Report to the Bank while its loan is still outstanding, and the Zoning Enforcement Officer of the Town of Marshfield within one hundred twenty (120) days after the end of each calendar year.
  - (vii) The developer shall prepare a plan for review and approval of the Monitoring Agent which describes the duties and responsibilities of the Developer and Monitoring Agent concerning the following areas:
    - Selection Process,
    - Local Marketing Efforts for Restricted and Unrestricted Units,
    - Affirmative Marketing,

- Advertising Requirements and Schedule,
  - Reimbursement of Expenses and a Fee to the Monitoring Agent for developing and conducting the selection process for the affordable units.
  - Approval of the Monitoring Agent shall not be unreasonably withheld or delayed.
- (viii) Performance of the duties and the exercise of the rights required of and reserved to the Monitoring Agent in the Condominium Documents.

The Monitoring Agent shall provide reasonable supplemental monitoring on its own initiative in order to insure to the extent practicable the compliance of the Project and the Developer with the Affordability Requirement and the Limited Dividend Requirement. The services hereunder shall not include any construction period monitoring. The services hereunder shall include follow-up discussions with the Developer, if appropriate, after an event of noncompliance.

2. Monitoring Services Fee: The Monitoring Agent shall receive a fee of from the Developer at the time of execution of this agreement. Such fee shall constitute payment for the services of the Monitoring Agent with respect to the Limited Dividend Requirement and the initial sales of the Affordable Units. As provided in the Deed Rider attached to the deed of each of the Affordable Units, the Monitoring Agent shall receive a fee of \_\_\_\_\_ the established maximum sale price for services performed hereunder. The Monitoring Agent shall also be entitled to a fee of \_\_\_\_\_ a percent of the established maximum sale price of the unit to the municipality of ineligible person for its services performed hereunder. This fee shall be paid by the Seller of the Unit as a closing cost at the time of closing and as a condition precedent to closing. If the Monitoring Agent's fee is not paid at the time of closing, the Monitoring Agent shall be entitled to payment from the purchaser of the Affordable Unit. The \_\_\_\_\_ (bank) shall have no responsibility for payment of any fee to Monitoring Agent hereunder. Additionally, the Developer shall pay to the Monitoring Agent a fee, in a reasonable amount to be determined by the Marshfield Housing Authority, for developing and conducting the selection process for the affordable units.

3. Enforcement Services. In the event of serious or repeated violations of substantive or reporting requirements of the Regulatory Agreement or a failure by the Developer to take appropriate actions to cure a default under the Regulatory Agreement, the Monitoring Agent shall have the right, at its discretion, to take appropriate enforcement action against the Developer, including, without limitation, notice to the \_\_\_\_\_ (bank), to the Municipality and/or legal action to compel the Developer to comply with the requirements of the Regulatory Agreement.

The Regulatory Agreement provides for payment by the Developer of fees and expenses (including legal fees) of the Monitoring Agent in the event enforcement action is taken against the Developer thereunder and grants to the Monitoring Agent a lien on the Project to secure payment of such fees and expenses. The

Monitoring Agent shall be entitled to seek recovery of its fees and expenses incurred in the enforcement of Developer's interest on the Project to secure payment by the Developer of such fees and expenses.

In the event of a violation of the provisions of a Deed Rider, the Monitoring Agent shall have the right, at its discretion, to take appropriate enforcement action against the unit owner or the unit owner's successors in title. This enforcement action includes, without limitation, notice to the \_\_\_\_\_ (bank), and the Municipality and/or legal action to compel the unit owner to comply with the requirements of the relevant deed rider.

The Deed Rider will provide for payment by the unit owner of fees and expenses, including legal fees, of the Monitoring Agent in the event an enforcement action is taken against the unit owner there-under and will grant to the Monitoring Agent a lien on the unit to secure payment of such fees and expenses. The Monitoring Agent shall be entitled to seek recovery of its fees and expenses incurred in enforcing the provisions of the Deed Rider against the unit owner and to assert a lien on the relevant unit to secure payment by the unit owner of such fees and expenses.