## Borrower's Oath

(For Residential Housing but not Section 232 Projects)

U.S. Department of Housing and Urban Development Office of Housing OMB Approval No. 2502-0598 (Exp. 04/30/2014)

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Dated as of July 16, 2014

Project No. 023-11321

To the U.S. Department of Housing and Urban Development (HUD):

(The definition of any capitalized term or word used herein can be found in this Borrower's Oath, the Regulatory Agreement between Borrower and HUD, the Note, and/or the Security Instrument.)

In accordance with the stated intent of Congress, HUD's regulations implementing the National Housing Act, and the Regulatory Agreement between Borrower and HUD, the undersigned hereby certifies that so long as the Loan made pursuant to the Security Instrument is insured or held by HUD:

- (1) That, to carry out the intent of Section 513 of the National Housing Act, as amended, no part of the Mortgaged Property will be rented for a period of less than thirty days or used for transient or hotel purposes, and said Mortgaged Property shall be used principally for residential use;
- (2) That, to carry out the intent of Section 207(b) of the National Housing Act, as amended, in selecting tenants for the Project there will be no discrimination against any family by reason of the fact that there are children in the family, unless the HUD Regulatory Agreement covering the Project provides that the Project is intended primarily for occupancy by elderly persons;
- (3) That the Mortgaged Property will not be sold while the Loan insurance is in effect or the Security Instrument is held by HUD unless the purchaser files with HUD a like certification executed by such purchaser under oath;
- (4) Borrower has not and will not enter into any agreement with any party other than Lender in conjunction with the Loan transaction that allows for perfection of any portion of the UCC Collateral through control under the UCC;

Each signatory below hereby certifies that each of their statements and representations contained in this Borrower's Oath and all their supporting documentation thereto are true, accurate, and complete. This Borrower's Oath has been made, presented, and delivered for the purpose of

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influencing an official action of HUD in insuring the Loan, and may be relied upon by HUD as a true statement of the facts contained therein.

## BORROWER:

By:

CCBA WATERFORD PLACE, LLC, a Massachusetts limited liability company

By: WATERFORD PLACE MANAGEMENT, LLC, a Massachusetts limited liability company, its manager

CHINESE CONSOLIDATED
BENEVOLENT ASSOCIATION OF NEW
ENGLAND, INC., a Massachusetts non-profit
corporation, its sole member

By:

Hung Goon

## ACKNOWLEDGEMENT

COMMONWEALTH OF MASSACHUSETTS )

COUNTY OF Massachusetts )

SECOND

LAUREN A. BOICE

Notary Public
COMMONWEALTH OF MASSACHUSETTS

My Commission Expires
February 28, 2019

[SEAL]

My Commissio

Warning

Notary Public

Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.

Previous editions are obsolete; Replaces form FHA-2478 (06/66) Borrower's Oath

HUD-92478M (Rev. 04/11)