

**374-398 BUNKER HILL STREET, CHARLESTOWN  
AFFORDABLE HOUSING AGREEMENT**

This Affordable Housing Agreement ("Agreement") is entered into this 21<sup>st</sup> day of March, 2014, by and between the **BOSTON REDEVELOPMENT AUTHORITY**, a public body politic and corporate organized and existing under Chapter 121B of the Massachusetts General Laws, as amended, with a principal place of business of One City Hall Square, Boston, Massachusetts 02201-1007 (hereinafter referred to as the "Authority") and **C-TOWN VENTURES, LLC**, a Massachusetts limited liability corporation, having an address of 275 Mishawum Road Woburn, Massachusetts 01810 (hereinafter referred to as the "Developer").

**WITNESSETH**

**WHEREAS**, affordable housing opportunities for moderate to middle income households in the City of Boston are limited; and

**WHEREAS**, the City of Boston desires to increase affordable housing opportunities in mixed income residential developments; and

**WHEREAS**, the Mayor of the City of Boston has adopted An Order Relative to Affordable Housing dated February 29, 2000, as amended by An Order Relative to the Affordable Housing Cost Factor dated February 3, 2005, as further amended by An Order Relative to the Inclusionary Development Policy dated May 16, 2006, as further amended by An Order Relative to the Inclusionary Development Policy's Income Policy dated September 27, 2007 (collectively, the "**Executive Order**") and the Authority has adopted an Inclusionary Development Policy- Guidance for Developers ("**IDP**"), approved by the Authority on June 22, 2010, pursuant to which proponents of certain development projects within the City of Boston are required to make contributions towards the preservation and creation of affordable housing in the City of Boston; and

**WHEREAS**, the Developer proposes to redevelop the former Charlestown Armory at 374-398 Bunker Hill Street, Charlestown, MA into a residential development which will include Affordable Units, as defined herein, and will consist of a total of forty two (42) home ownership residential units and eighty six (86) off-street parking spaces (the "Project"); and

**WHEREAS**, the Authority approved the Project at its Board meeting on May 15, 2014 (The Board memo and votes are attached hereto as **Exhibit A "Board Memo"**), a material condition of which was the Developer's obligation to provide the Affordable Units when the Project is complete; and

**NOW, THEREFORE**, the parties, for valuable consideration, including the mutual covenants contained herein, do mutually agree as follows:

Section 1. Definitions



The terms defined in this Section shall for all purposes of this Agreement have the following respective meanings:

- (a) "Affidavit of Eligibility" shall mean a certification as to income executed by a prospective purchaser of an Affordable Unit within the Project, a copy of the same is annexed hereto as **Exhibit D**.
- (b) "Affordable Units" shall mean those residential homeownership units in the Project identified and described in **Exhibit C**.
- (d) "Agreement" shall mean this Affordable Housing Agreement.
- (e) "Authority" shall mean the Boston Redevelopment Authority, a public body politic and corporate organized and existing under Chapter 121B of the Massachusetts General Laws, as amended, and acting in its capacity as the Planning Board of the City of Boston pursuant to Chapter 652 of the Acts of 1960, as amended, with offices at One City Hall Plaza, Boston, Massachusetts, 02201-1007, together with its successors and assigns; the Authority is also referred to as the Grantee.
- (f) "Covenant for Affordable Housing" shall mean the Deed Restrictions attached hereto as Exhibits B and B-1, which the Developer shall attach and incorporate as deed riders onto the deeds conveying the Affordable Units to purchasers of such Affordable Units, as required by Section 2(g) hereof.
- (g) "Effective Date" shall mean the date this Agreement is executed by all parties hereto.
- (h) "Household" shall mean all persons who reside or intend to reside together in an Affordable Unit.
- (i) "HUD" shall mean the United States Department of Housing and Urban Development.
- (j) "Median Income" shall mean the median household income set forth in or calculated pursuant to regulations promulgated by the United States Department of Housing and Urban Development ("HUD"), pursuant to Section 8 of the Housing Act of 1937, as amended by the Housing and Community Development Act of 1974. If HUD discontinues publication of median income statistics, then the Authority shall designate another measure of Household income.
- (k) "Middle-Income" shall mean a Household that has an income that is less than or equal to one hundred percent (100%), but greater than eighty percent (80%), of the Median Income and meets the Authority's eligibility requirements.
- (l) "Moderate-Income" shall mean a Household that has an income that is less than or equal to eighty percent (80%) of the Median Income and meets the Authority's eligibility requirements.



(m) "Principal Residence Affidavit" shall mean a certification by an applicant or prospective purchaser of an Affordable Unit within the Project that the Affordable Unit occupied or to be occupied by a Moderate or Middle Income Household is the principal place of residence of all members of the Household, a copy of the same is annexed hereto as **Exhibit F**.

(n) "Project" shall mean the redevelopment of the former Charlestown Armory into a residential building including forty two (42) home ownership residential units as well as eighty six (86) off-street parking spaces and on-site bicycle storage space for residents, located at 374-398 Bunker Hill Street in the Charlestown neighborhood of the City of Boston.

(o) "Term of Agreement" shall mean the period of time from the Effective Date hereof to the date of the submission to the Authority of the records as required by Section 4 of this Agreement for the Affordable Units and the obligation of the Developer to provide the Affordable Housing Contribution pursuant to Section 2(h) of this Agreement.

Any term defined in the recitations to this Agreement shall have the meaning ascribed to it in such recitations.

## Section 2. Developer's Obligations

The Developer hereby covenants and agrees with the Authority that during the Term of this Agreement:

(a) The Developer shall construct the Project in accordance with the Board Memo and votes and convey the Affordable Units in accordance with this Agreement and the description of Affordable Units in **Exhibit C**. The Developer shall market and sell the Affordable Units as provided herein as soon as practicable upon the issuance of a Certificate of Occupancy by the City of Boston Inspectional Services Department for the Project. The Affordable Units shall be comparable in design, exterior appearance, construction and quality of exterior materials to the market rate units in the Project. Two parking spaces will be sold with the Affordable Units.

(b) The Developer shall submit to the Authority for its approval the Master Deed and other documents required to create a condominium under Chapter 183A of the Massachusetts General Laws. The Authority shall have the right to disapprove any such documents that do not attribute the beneficial interests among the market rate and Affordable Units in the Project with due consideration for the effect of the "Deed Rider – Covenant for Affordable Housing", attached hereto as **Exhibit B** and **Exhibit B-1**, as applicable, on the "fair value" of the Affordable Unit. The Authority expects the beneficial interest assigned to Affordable Units to reflect the below-market value of the Affordable Unit. The Developer covenants and agrees to provide such back-up documentation as the Authority may reasonably request in order to complete its determination.



(c) The Developer shall develop a marketing and buyer selection plan for the Affordable Units in consultation with the Boston Fair Housing Commission ("BFHC") and shall secure the BFHC's approval and the Authority's approval of such plan prior to the commencement of the marketing of the Affordable Units. The Developer shall market the Affordable Units, prior to, or upon completion of construction of the Project, in accordance with the approved Marketing Plan, and the Authority shall have the right to monitor and to intervene in the marketing of the Affordable Units, if the Authority deems it necessary. A default in the execution of the Marketing Plan shall be considered a default under this Agreement.

(d) Under the Marketing Plan, the Developer shall give preference in the sale of each Affordable Unit to the following types of Households, in the following order: (1) households residing in Boston at the time of their application for eligibility; (2) households meeting an occupancy goal of not less than one person per bedroom, or such occupancy requirements and/or household size standards of the Authority that are in effect at the time of the marketing of each Affordable Unit; and (3) households that qualify as first-time homebuyers.

(e) The Developer shall require each potential purchaser of an Affordable Unit in the Project to submit to the Authority prior to the initial purchase of such unit, a completed Affidavit of Eligibility in the form attached hereto as **Exhibit D** and incorporated herein, along with the appropriate supportive documentation acceptable to the Authority and a signed Disclosure Statement attached hereto as **Exhibit E**, and the Authority shall confirm that a purchaser is an eligible household immediately prior to the closing of the sale of an Affordable Unit.

(f) Contemporaneously with the initial sale of each Affordable Unit, the Developer shall require the purchasers of each Affordable Unit to execute and deliver to the Authority a Principal Residence Affidavit and a promissory note and mortgage in connection with the applicable Affordable Unit in the form attached hereto and incorporated herein as **Exhibits F, G, and H**, respectively, and the Developer shall require the purchasers of the Affordable Units to record said mortgage with the Suffolk County Registry of Deeds and the Suffolk County Registry District of the Land Court, as appropriate.

(g) The Developer shall include in the deeds transferring title to the Affordable Units a Deed Restriction in the form attached to this Agreement as **Exhibit B** or **Exhibit B-1**, as applicable.

### Section 3. Construction Schedule

The Developer shall complete construction of the Project by approximately the 2nd quarter of 2016. Upon completion of construction of the Project, the Developer shall implement the provisions of this Agreement.

### Section 4. Records

The Developer shall submit a copy of the Principal Residence Affidavit (Exhibit F), the recorded mortgage (Exhibit H) and recorded unit deed with deed rider (Exhibit B or Exhibit



B-1, as applicable), a copy of the Disclosure Statement (Exhibit E), and the original of the Note (Exhibit G) in connection with the initial sale of each Affordable Unit to the Authority within thirty (30) days of the sale of the respective Affordable Unit.

Section 5. Access to the Project

The Developer agrees that any duly authorized representative of the Authority shall, at all reasonable times and subject to the rights of the purchasers of the condominium units, have access to any portion of the Project until the initial sale of the last of the Affordable Units in the Project. Such representatives shall comply with all safety and site control requirements imposed by the contractor and the Developer for the Project.

Section 6. Assignment

The Developer shall not assign or in any way transfer its interest or rights in this Agreement without the prior written consent of the Authority.

Section 7. Successors and Assigns

The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Developer. Notwithstanding anything contained in this Agreement to the contrary, the condominium association and the owners of the individual condominium units shall not be deemed successors or assigns of the Developer for purposes of the construction of the Agreement.

Section 8. Notices

All notices or other communication required or permitted to be given under this Agreement shall be in writing, signed by a duly authorized officer of the Developer, or of the Authority, and shall be deemed delivered if mailed, postage prepaid, by registered or certified mail, return receipt requested, or delivered by hand to the principal office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other party:

Developer: C-TOWN VENTURES, LLC  
275 Mishawum Road  
Woburn, Massachusetts 01810  
Attn: Patrick Keohane

With a copy to: Patrick J. Sweeney, Esq.  
Morrissey Sweeney, LLC  
261 Main Street  
Charlestown, Massachusetts 02129

Authority: Boston Redevelopment Authority



One City Hall Square  
Boston, Massachusetts 02201-1007  
Attention: Director

with a copy to: Boston Redevelopment Authority  
One City Hall Square  
Boston, Massachusetts 02201-1007  
Attention: General Counsel

with a copy to: Boston Redevelopment Authority  
One City Hall Square  
Boston, Massachusetts 02201-1007  
Attention: Deputy Director for Housing

#### Section 9. Amendment

This Agreement or any part hereof, may be amended from time to time hereafter only in writing executed by the Developer and the Authority.

#### Section 10. Severability

Each and every covenant and agreement contained in this Agreement is and shall be construed to be a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

#### Section 11. Execution in Counterparts

This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

#### Section 12. Titles and Headings

The headings of the sections, subsections and paragraphs set forth herein are for convenience of reference only and are not a part of this Agreement and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

#### Section 13. Governing Law and Default

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of laws. The



Developer, its successor and assigns, waive any and all rights to a jury trial. In the event of a default on the part of the Developer, the Authority may exercise any and all rights it may have in law and in equity and Developer shall be responsible for all reasonable attorney's fees incurred by the Authority in the enforcement of its rights under this Agreement.

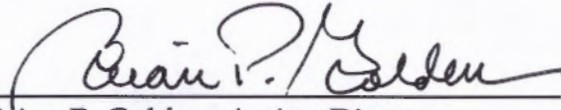
Section 14. Expiration

This Agreement shall terminate upon completion of Developer's obligations hereunder, which shall be evidenced by the submission to the Authority of the records required by Section 4 of this Agreement for the Affordable Units, approval of the Master Deed under Section 2(b) of this Agreement. The provisions contained herein shall be null and void as of the date of the termination.

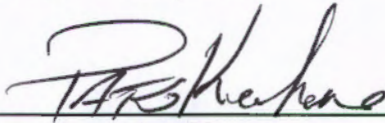


IN WITNESS WHEREOF, the parties hereto have caused this Agreement in four (4) counterparts to be signed, sealed and delivered by their respective duly authorized representatives, as of the date first written above.

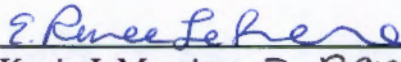
**BOSTON REDEVELOPMENT AUTHORITY**

By:   
Brian P. Golden, Acting Director

**C-TOWN VENTURES, LLC**

By:   
Name: Patrick J. Keohane  
Title: Manager

Approved as to Form:

  
~~Kevin J. Morrison~~ E. Renee LeFevre  
Acting General Counsel LR  
Boston Redevelopment Authority

**Exhibits**

- Exhibit A Board Memo
- Exhibit B Deed Rider – Covenant for Affordable Housing Moderate-Income
- Exhibit B-1 Deed Rider – Covenant for Affordable Housing Middle Income
- Exhibit C Description of Affordable Units
- Exhibit D Affidavit of Eligibility
- Exhibit E Disclosure Statement
- Exhibit F Principal Residence Affidavit
- Exhibit G Promissory Note
- Exhibit H Mortgage



Exhibit A  
BRA Board Memo



**BOARD APPROVED**

MEMORANDUM

MAY 15, 2014

**TO:** BOSTON REDEVELOPMENT AUTHORITY AND  
BRIAN GOLDEN, ACTING DIRECTOR

**FROM:** ERICO LOPEZ, DIRECTOR OF POLICY AND DEVELOPMENT REVIEW  
DAVID CARLSON, SENIOR ARCHITECT / URBAN DESIGNER  
TYLER NOROD, SENIOR PROJECT MANAGER

**SUBJECT:** 374-398 BUNKER HILL STREET, THE CHARLESTOWN BATTALION  
ARMORY, CHARLESTOWN

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**SUMMARY:** This Memorandum requests that the Boston Redevelopment Authority ("BRA") authorize the Director to: (1) issue a Scoping Determination waiving the requirement of further review pursuant to Article 80, Section 80B-5.3(d), Large Project Review of the Boston Zoning Code ("Code") for 374-398 Bunker Hill Street, Charlestown Battalion Armory project, located in Charlestown (the "Proposed Project"); (2) issue a Certification of Compliance under Section 80B-6 of the Code upon successful completion of the Article 80 review process for the Proposed Project; (3) recommend approval to the City of Boston Zoning Board of Appeals on petitions BZC-33388 for zoning relief necessary to construct the Proposed Project; and (4) execute and deliver a Cooperation Agreement, an Affordable Housing Agreement, a Boston Residents Construction Employment Plan, along with any and all other agreements and documents that the Director deems appropriate and necessary in connection with Article 80B review of the Proposed Project.

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**LOCATION AND SITE DESCRIPTION**

The Charlestown Battalion Armory building is located in the Charlestown neighborhood of Boston at 374-398 Bunker Hill Street mid block between Baldwin and Auburn Streets on a 46,662 square foot sloped site (the "Site"). The Site is occupied by the former Massachusetts Army National Guard Armory, which was originally built in 1907. It has been vacant since 2010 when the Boston Public Library ceased use of the Site and transferred the property to the City's Department of Neighborhood Development ("DND"). The Site has one existing curb cut on Bunker Hill Street. The Site is situated in a largely residential area bounded primarily by three story wood and brick residential buildings.



**PROPOSED PROJECT**

C-Town Ventures, LLC (the "Proponent") is proposing to revitalize the vacant and aging structure on the Site to accommodate forty-two (42) new condominium units and parking by inserting five levels within the existing structure's envelope (the "Project"). The design will turn a vacant portion of the Site to the rear of the property into a passive green space.

The Project will provide a mix of unit types including approximately four (4) one-bedroom units, two (2) one-bedroom plus a den units, eight (8) two-bedroom units, seven (7) two-bedroom plus a den units, two (2) three-bedroom units, six (6) three bedroom plus a den units, and thirteen (13) two-bedroom live/work units.

The Proponent will provide eighty-six (86) on-site parking spaces. Of these, eighty-four (84) will be located inside the building's basement level garage and the remaining two (2) spaces will be located outside of the building near the Bunker Hill Street entrance to the Site. The Project will also provide at least forty-two (42) bicycle parking spaces. All parking for the Project will be accessed from a single existing commercial curb cut along Bunker Hill Street.

In aggregate, the Project will provide up to 71,919 square feet of residential condominium use. All loading activity will take place on the street with move in traffic requiring permits from the Boston Transportation Department. Trash compactors will be located inside the building and accessed via the ramp to the basement parking level.

Construction of expected to begin in the summer of 2014 and be completed in the summer of 2015.

**PROJECT TEAM**

The development team consists of:

- |                        |  |
|------------------------|--|
| Proponent & Developer: | <u>C-Town Ventures, LLC</u><br>Patrick Keohane   |
| Permitting Consultant: | <u>North East Strategy &amp; Communications Group</u><br>Thomas Maistros, AIA<br>Marjorie Decker |
| Legal Counsel:         | <u>Morrissey Sweeney LLC</u><br>Atty. Patrick Sweeney  |



Transportation Consultant: Howard/Stein-Hudson Associates, Inc.  
Joe San Clemente P.E.

Architect: Neshamkin French Architects, Inc.  
Jack French  
Abbey Bourque

### **ZONING**

The zoning for the Site is included in Article 62 of the Boston Zoning Code (the "Code") within the Charlestown Neighborhood District. The Site is located within a 3F-2000 subdistrict. The property is bound on all sides by single and multi-family residential homes.

The Project will likely require the following zoning variances: multi-family dwelling, more than three (3) units forbidden use; height excessive; insufficient open space; roof structure; off-street parking insufficient; and off-street parking design and maneuverability insufficient.

### **ARTICLE 80 REVIEW**

On January 23, 2014, the Proponent filed a Letter of Intent in accordance with the BRA's policy regarding Provision of Mitigation by Development Projects in Boston. On April 3, 2014, the Proponent filed a Project Notification Form ("PNF") with the BRA pursuant to Article 80B of the Code.

The PNF notice and the PNF were sent to the City's public agencies by the BRA pursuant to Section 80A-2 of the Code. Pursuant to Section 80B-5.3(c) of the Code, a Scoping session was held on April 22, 2014 with the City's public agencies at which the Project was reviewed and discussed. The BRA held an Impact Advisory Group meeting on April 28, 2014 at the Charlestown Community Center in Charlestown. A BRA sponsored public meeting was subsequently held on May 5, 2014 at the Charlestown High School cafeteria in Charlestown. The public meeting was advertised in the April 24, 2014 edition of *The Charlestown Patriot* as well as on the BRA's calendar. Notification of the meeting was also sent to elected officials and local community groups for dispersement amongst their members and email lists.

In addition to these BRA sponsored meetings, the Proponent and their proposal were selected as a result of an extensive public designation process managed by DND.



## **PUBLIC BENEFITS**

The Project provides a number of public benefits to the City of Boston. The Proponent plans on redeveloping an abandoned community structure into a use consistent with the adjacent residential neighborhood. The reuse of this vacant, deteriorating structure will result in the removal of blight within the community. It will also preserve a historically important building.

The Project will contribute to the continued revitalization of the Bunker Hill/Middlesex area of Charlestown enhancing the urban design and architectural character of the surrounding streets and neighborhood. The housing use will compliment the surrounding uses and will further energize and enliven the area. The inclusion of a significant number of parking spaces will also limit any burden placed on street parking in the Project's vicinity.

In addition, the Project will provide a number of other public benefits such as:

- The Project will be certifiable under the U.S. Green Building Council's Leadership in Energy & Environmental Design ("LEED") system;
- The Project will generate approximately \$267,000 in annual property taxes;
- The Project will provide six (6) affordable units in accordance with the City's Inclusionary Housing Policies;
- The Project will result in approximately 150 construction jobs;
- The Project will provide green landscaping including a new passive open space replacing what was formerly paved open space;
- Period lighting on-site will be shielded from abutters;
- The atrium of the building will provide museum/exhibit space to provide memorial to the building's former use as an armory; and
- The Proponent has committed to providing \$50,000.00 to support the upkeep of the Charlestown Firefighters Memorial Park along Bunker Hill Street.

## **AFFORDABLE HOUSING**

In accordance with the Inclusionary Development Policy, as amended through September 27, 2007, effective October 3, 2007 (as so amended, the "IDP"), the development of the Proposed Project requires the creation of an amount of affordable housing units equal to fifteen percent (15%) of the market-rate housing units included in the Proposed Project. As such, the Proponent will provide six (6) affordable units on site evenly split between 80% and 100% AMI (the "Affordable Units"). The allocation of affordable unit types will include one (1) one-bedroom unit, four (4) two-bedroom units and one (1) three-bedroom unit. The final size, location, square footage, finishes and attributes of the Affordable Units will be approved by Authority staff.



The Proponent will enter into an Affordable Housing Agreement with the BRA for the Affordable Units. The Proponent has agreed to submit an Affirmative Marketing Plan to the Boston Fair Housing Commission and the Authority for the Affordable Units. Preference for the Affordable Units will be given to applicants who meet the following criteria, weighted in the order below:

- (1) Boston resident;
- (2) Household size (a minimum of one (1) person per bedroom); and
- (3) First-time homebuyer.

The Affordable Units will not be marketed prior to the submission and approval of the Affirmative Marketing Plan. A Restriction(s) will be recorded along with the conveyance of each Affordable Unit to maintain affordability for a total period of fifty (50) years (this includes thirty (30) years with an Authority option to extend for an additional period of twenty (20) years). The income household of any subsequent tenant of the Affordable Units during this fifty (50) year period must fall within the applicable income limit for each Affordable Unit.

### **RECOMMENDATION**

Approvals have been requested of the BRA pursuant to Section 80B of the Code for the issuance of a Scoping Determination waiving the requirement of further review pursuant to Article 80, Section 80B-5.3(d) of the Code, and for the issuance of a Certification of Compliance under Section 80B-6 upon successful completion of the Article 80 review process. In accordance with Section 80B-5.3(d) of the Code, the BRA may issue a Scoping Determination Waiving Further Review if the PNF, together with any additional material and comments received by the BRA prior to the issuance of the Scoping Determination, are found to adequately describe the impact of the Proposed Project and offer appropriate mitigation of such impacts.

This Memorandum requests that the Boston Redevelopment Authority ("BRA") authorize the Director to: (1) issue a Scoping Determination waiving the requirement of further review pursuant to Article 80, Section 80B-5.3(d), Large Project Review of the Boston Zoning Code ("Code") for 374-398 Bunker Hill Street, Charlestown Battalion Armory project, located in Charlestown (the "Proposed Project"); (2) issue a Certification of Compliance under Section 80B-6 of the Code upon successful completion of the Article 80 review process for the Proposed Project; (3) recommend approval to the City of Boston Zoning Board of Appeals on petitions BZC-33388 for zoning relief necessary to construct the Proposed Project; and (4) execute and deliver a Cooperation Agreement, an Affordable Housing Agreement, a Boston Residents Construction Employment Plan, along with any and all other agreements and



documents that the Director deems appropriate and necessary in connection with Article 80B review of the Proposed Project.

Appropriate votes follow:

**VOTED:** That the Director be, and hereby is, authorized to issue a Scoping Determination under Section 80B-5.3(d) of the Boston Zoning Code, which (i) finds that the Project Notification Form adequately describes the potential impacts arising from 374-398 Bunker Hill Street, Charlestown Battalion Armory project, located in Charlestown (the "Proposed Project"), and provides sufficient mitigation measures to minimize these impacts, and (ii) waives further review of the Proposed Project under subsections 4 and 5 of Section 80B-5 of the Boston Zoning Code, subject to continuing design review by the Boston Redevelopment Authority (the "Authority"); and

**FURTHER**

**VOTED:** That the Director be, and hereby is, authorized to issue a Certification of Compliance for the Proposed Project, upon the successful completion of all Article 80 processes; and

**FURTHER**

**VOTED:** That the Authority Board be, and hereby is, authorized to recommend approval to the City of Boston Zoning Board of Appeal on Petitions BZC-33388 for zoning relief necessary to construct the Proposed Project; and

**FURTHER**

**VOTED:** That the Director be, and hereby is, authorized to execute a Cooperation Agreement, an Affordable Rental Housing Agreement and Restriction and a Boston Residents Construction Employment Plan, along with any and all other agreements and documents which the Director deems appropriate and necessary in connection with the Proposed Project all upon terms and conditions determined to be in the best interests of the Authority.



Charlestown Battalion Armory Project



**Exhibit B**  
**DEED RIDER**  
**COVENANT FOR AFFORDABLE HOUSING**  
**Moderate-Income (80%) Household**

Rider attached to and made a part of that certain deed from C-TOWN VENTURES, LLC ("Developer"), to \_\_\_\_\_ ("Owner") dated \_\_\_\_\_, \_\_\_\_\_ for Unit \_\_\_\_\_ in \_\_\_\_\_ Condominium.

**PRELIMINARY STATEMENT**

The purpose of this covenant is to provide a uniform plan for administration and enforcement of covenants and restrictions imposed upon real property by the City of Boston and the Boston Redevelopment Authority for the purpose of regulating the development of real property for housing for persons of moderate and middle income. Such covenants and restrictions arise as a result of urban renewal, disposition of land, and the granting of public benefits or relief from regulation. Such covenants and restrictions constitute a portion of the consideration to be paid for such real property or public benefit or relief from regulation. This covenant is imposed to promote the public health, safety, convenience and welfare by preventing overcrowding and deterioration of existing housing and by encouraging expansion of the City of Boston's housing stock; to provide for a full range of housing choices for all incomes, ages, and family sizes; to mitigate the impacts of market rate housing on the supply and costs of housing for moderate and middle income households; to relieve the burden on the City of Boston and the Boston Redevelopment Authority to use other land for housing moderate and middle income persons; to fulfill obligations under statutes and regulations for urban redevelopment and other public purposes; to increase the production of housing units affordable to moderate and middle income households and to expand the supply of housing to meet existing and anticipated employment needs within the City of Boston.

**NOW, THEREFORE**, as consideration from the Owner to the Authority for the conveyance of the Premises, the Owner, for itself, its heirs, successors and assigns, hereby covenants and agrees that the Premises shall be subject to the following agreements, covenants and restrictions which are hereby imposed for the benefit of, and shall be enforceable by, the Developer's agent and designee and those of its successors and assigns, the Authority, or its successors, assigns, agents and designees.

1. **Definitions.** In this Covenant, the following words and phrases shall have the meanings indicated:

"Authority" means the Boston Redevelopment Authority, a public body politic and corporate organized and existing under Chapter 121B of the Massachusetts General Laws, as amended, its successors, assigns, agents and designees;



“Covenant” means this document and all of its provisions including, without limitation, all affirmative covenants, restrictive covenants and options contained herein;

“Deed” means the deed to which this Covenant is attached and which subjects the Premises to this Covenant;

“Developer” means C-TOWN VENTURES, LLC, a Massachusetts limited liability corporation with an address of 275 Mishawum Road Woburn, Massachusetts 01810 275 Mishawum Road, Woburn, Massachusetts 01801, including its successors and assigns;

“Eligible Purchaser” means a Moderate-Income Household, as certified by the Authority; or a Household eligible pursuant to Section 10 of this Covenant, as approved by the Authority;

“Household” means all persons who reside or intend to reside together at the Premises;

“Maximum Resale Price” means the maximum price permitted for the sale of the Premises, as set forth in Section 3;

“Median Income” means the median household income set forth in or calculated pursuant to regulations promulgated by the United States Department of Housing and Urban Development, pursuant to Section 8 of the Housing Act of 1937, as amended by the Housing and Community Development Act of 1974. If the Department of Housing and Development discontinues publication of median income statistics, then the Authority shall designate another measure of Household Income;

“Moderate-Income Household” means a Household that has an income that is less than or equal to eighty percent (80%) of the Median Income and meets the Authority’s eligibility requirements;

“Option” means the option to purchase set forth in Section 12 of this Covenant;

“Owner” means the person(s) or entity identified in the Deed and any heir, successor or assign holding an interest in the Premises; and

“Premises” means the real property conveyed by or described in the Deed recorded herewith together with any improvements now or hereafter erected thereon.

2. Covenant; Moderate-Income Household. The Owner covenants that the Premises shall not be sold or conveyed during the term of this Covenant except to a Moderate-Income Household and as stated in the Authority Certificate recorded herewith, or a Household eligible pursuant to Section 10 of this Covenant and provided further that the Owner of such Premises provides to the Authority a promissory note in consideration of the subsidy provided by the Authority to the Owner in connection with the purchase of the Premises,



grants to the Authority a mortgage to secure such promissory note and signs an Affidavit of Eligibility to the Authority. In addition to the foregoing, all resales or conveyances of such Premises after the initial sale shall be to a Moderate-Income Household and shall comply with such occupancy requirements and/or household size standards of the Authority that are in effect at the time of the sale, resale or conveyance.

3. Covenant; Maximum Resale Price. The Owner covenants that the Premises, or any interest therein, shall not be sold, conveyed, assigned or otherwise disposed of, for consideration in excess of the Maximum Resale Price as defined below, but may be sold for less than the Maximum Resale Price in order to be available to an Eligible Purchaser. Consideration shall include the aggregate value of all money, property and services of every kind given or paid by the purchaser to or for the benefit of the Owner in connection with the transfer of the Premises, including any consideration paid for any other real property or personal property conveyed by the Owner to the purchaser.

The "Maximum Resale Price" for the Premises as of a given date shall be the sum of:

- a) the purchase price for the Premises specified in the Deed, increased three percent (3%) per annum, compounded annually;
- b) plus the actual cost of bedrooms added to the Premises;
- c) plus the actual cost of bathrooms added to a Premises containing three or more bedrooms;
- d) plus the actual cost of other capital improvements made to the Premises, provided that, such amount shall not exceed one percent, per year, of the price paid for the Premises, by Owner from time to time.

The cost of capital improvements shall be included in the Maximum Resale Price only if, (i) the improvement is considered to be a "capital" improvement within the definition of the Internal Revenue Code; (ii) the improvement complied with all pertinent statutes, ordinances and regulations at the time such improvement was made, and (iii) the cost of such improvement has been documented at the time of resale.

4. Covenant; Owner-Occupancy. The Owner shall occupy the Premises as his or her or their principal residence (the "Principal Residence Requirement"). The Owner shall not rent the Premises in whole or in part to any other person or persons.

5. Certificate of Authority as to Household Income. Upon written application and upon submission of such evidence as the Authority may require, the Authority shall furnish a certificate in recordable form stating whether a Household qualifies as a Moderate-Income Household. If the eligible household income for the Premises is adjusted pursuant to Section 10 of this Covenant, then the Authority shall furnish a certificate in a recordable form stating



whether a person or household qualifies for the Premises. Such certificate shall be valid for the period stated in the certification.

6. Certificate of Authority as to Maximum Resale Price. Upon written application and upon submission of such evidence as the Authority may require, the Authority shall furnish to any Owner, mortgagee or person having a security interest in the Premises, a certificate in recordable form stating the Maximum Resale Price for the Premises and itemizing the amount calculated in accordance with Section 3 to be the value of capital improvements made to the Premises. Such certificate shall be valid for the period stated in the certificate.

7. Certificate of Compliance. No conveyance, sale or transfer shall be valid and be deemed in accordance with the terms of this Covenant unless a certificate, or certificates, is obtained and recorded, signed and acknowledged by the Authority which refers to the Premises, the Owner thereof, and the Maximum Resale Price therefor, and stating that the proposed conveyance, sale or transfer is in compliance with this Covenant.

8. Conclusive Evidence of Compliance with this Covenant. Certificates of the Authority may be relied upon as follows:

a) A mortgagee of the Premises may conclusively rely upon:

- i) a certificate issued by the Authority pursuant to Section 5 as to whether its mortgagor qualifies as a Moderate-Income Household, as applicable;
- ii) a certificate issued by the Authority pursuant to Section 6 as to the Maximum Resale Price of the Premises, provided that such Maximum Resale Price is not exceeded by the consideration for the Premises stated in the recorded deed to the mortgagor and further provided that such certificate of Maximum Resale Price is recorded in the Suffolk Registry of Deeds;
- iii) a certificate issued by the Authority pursuant to Section 7 as to compliance of the Premises, provided that such certificate of compliance is recorded in the Suffolk Registry of Deeds; and
- iv) an affidavit of the mortgagor of the Premises that the mortgagor's Household occupies the Premises as his or her or their principal residence (or intend to so occupy in the case of a purchase money mortgage).

b) An Owner of the Premises shall not be subject to any remedy of specific performance or other penalty arising out of events prior to his or her purchase of the Premises, provided that such purchaser has complied with the Maximum Resale Price and actual occupancy requirements of this Covenant.



c) This Section shall not limit the right of persons to rely upon other certificates of the Authority.

d) All references to a person shall include all other persons claiming an interest in the Premises by, through or under such person.

9. Covenant; Compliance. The Owner shall furnish such information about the Premises as the Authority may request from time to time on the identity of the Owner, the identity of any mortgagee or other person having an interest in the Premises, the consideration paid for the Premises, the condition of the Premises, the identity of the occupants, and any other information which the Authority deems relevant, all for the purpose of assuring compliance with this Covenant. The Authority shall have access to inspect the Premises at reasonable times and on reasonable notice.

10. Eligible Income. For all transfers of the Premises after the initial sale, the purchaser of the Premises must be a Moderate-Income Household, as applicable. Notwithstanding the foregoing, the Authority may, in its sole discretion, increase the eligible household income limit (the "Maximum Annual Income") as follows:

a. Calculation of the "Imputed Loan Amount" by multiplying the Maximum Resale Price of the Premises at the time of the sale by ninety percent (90%);

b. Calculation of the "Imputed Monthly Debt Service Amount" by calculating the level monthly payment needed to amortize the Imputed Loan Amount, using the average interest rate offered during the 30 days prior to the date of said calculation by the Bank of America or other financial institution approved by the Authority for a thirty-year, fixed rate residential mortgage, or as specified in such standard index of home mortgage loans as the Authority may designate from time to time;

c. Calculation of the "Annual Imputed Housing Cost" by adding twelve times the Imputed Monthly Debt Service Amount plus three times the Imputed Monthly Debt Service Amount (to make a standard allowance for real estate taxes and insurance) plus twelve times the imputed monthly condominium fee if the Premises is a condominium unit; and

d. Calculation of Maximum Annual Income by multiplying the Annual Imputed Housing Cost by a fraction, the numerator of which is one hundred ten (110) and the denominator of which is twenty-eight (28).

11. Rights of Mortgagees. Other provisions of this Covenant notwithstanding, a financial institution may hold a mortgage or security interest in the Premises and may acquire title to the Premises by foreclosure or instrument in lieu of foreclosure; upon either such acquisition, the covenants, restrictions and options contained in this Covenant shall terminate and have no further effect; provided that (a) upon receipt by the Authority of notice in any form, including notice by newspaper publication, of an impending foreclosure against the



Premises, the mortgagee shall allow the Authority the opportunity to cure such default within thirty (30) days of receipt of such notice or to exercise its option in accordance with the terms and conditions set forth herein; (b) that the principal amount secured by such mortgage or security interest did not exceed ninety-five percent (95%) of the Maximum Resale Price calculated according to Section 3 at the time of the granting of the mortgage or security interest; and (c) that any mortgage or security interest was originated in compliance with Sections 3, 4, 5, 6, 7, 8, 10 and 11 of this Covenant.

Further, the lender shall notify the Authority in the event of any default for which the lender intends to commence foreclosure proceedings but no deficit failure to notify the Authority shall impair the validity of foreclosure. Said notice shall be sent to the Authority as set forth in Section 17 of this Covenant.

Further, provided that if any person who was an owner of the Premises prior to foreclosure acquires an interest in such Premises after foreclosure, then all covenants and options contained herein shall apply to all subsequent occupancy, rental and sale of the Premises.

Further, provided that in consideration of the release of this Covenant, in the event of such foreclosure or transfer in lieu of foreclosure and if the Premises is sold to a third party, all proceeds of the sale shall be applied as follows: first, to the lender to pay all sums owing to lender; second, to any public or institutional lender, in the order of their respective priority, to pay all sums owing to said lenders, including the Authority; and the balance, if any, to the Owner.

12. Option. The Authority reserves, or the Owner grants to the Authority, as the case may be, the right and option to purchase the Premises upon one or more of the following events:

- a) The Owner has delivered a written notice of intent to sell to the Authority, which notice is a requirement of this Covenant and shall be a condition precedent to any conveyance of the Premises or any interest therein;
- b) Any legal or beneficial interest in the Premises is conveyed without notice to the Authority as provided above, unless the Authority shall have waived its Option with respect to a particular sale; or
- c) Any legal or beneficial interest in the Premises is conveyed for consideration in excess of the Maximum Resale Price; or
- d) The Premises are leased upon terms not complying with Section 4 of this Covenant; or
- e) Receipt by the Authority of notice in any form (including notice by newspaper publication) of an impending foreclosure against the Premises; or



f) Receipt by the Authority of notice in any form (including notice by newspaper publication) of the taking of the Premises for unpaid taxes.

13. Term of the Option. The right of the Authority to exercise its option pursuant to the preceding section shall terminate on the earlier of the following: (a) fifty (50) years from the date of the Deed, or (b) twenty-one (21) years following the death of the last survivor among the following named persons: (i) Harry, Prince of Wales; (ii) Rose Kennedy Schlossberg; and (iii) Chelsea Clinton.

14. Option Price. The agreed purchase price of the Premises upon the exercise by the Authority of the Option is the lesser of the Maximum Resale Price or the fair market value, but in any event not less than the remaining mortgage loan(s) balance provided that the mortgage complied with the conditions set forth in Section 11 herein at the time of the closing of the loan(s). Fair market value may be determined at the Authority's discretion and shall be established according to an independent appraisal. In the event that an owner has sent notice pursuant to Section 12(a), the price shall be set forth in a Certificate of Agreement executed in a timely manner by both the Authority and the Owner. If such Owner disputes the validity of the price then the Owner and the Authority shall select a third party arbitrator to determine such value and each shall pay one-half of the costs of the arbitration. The decision of the arbitrator shall be binding upon both parties and the Owner and the Authority shall execute a Certificate of Agreement consistent with such decision.

15. Exercise of Option. If the Authority wishes to exercise the Option, the Authority shall do so by giving written notice to the Owner.

In the event that the Authority is exercising its Option pursuant to the Owner's notice of intent to sell, as set forth in Section 12(a) of this Covenant, then the Authority's notice of its intent to exercise the Option shall be given within ten (10) business days of receipt of execution of the Certificate of Agreement. Further, within sixty (60) days of such notice by the Authority, the Authority and Owner shall execute a Purchase and Sale Agreement consistent with the terms of this Covenant and providing for a deposit.

The Premises are to be conveyed by a good and sufficient quitclaim deed running to the Authority or its designee, conveying a good and clear record and marketable title thereto, free from encumbrances, except such taxes for the then current year as are not due and payable on the date for the delivery of such deed; such matters of record as were of record immediately prior to the recording of the Deed; and such encumbrances as to which the Authority may have given its express written consent. The Premises shall be delivered in the same condition as at the time the Authority exercises the Option, free of all tenants and occupants. The Authority shall be entitled to an inspection of the Premises prior to delivery of the deed in order to determine whether the condition thereof complies with the terms of this paragraph. Rents, fuel, common condominium charges, and water and sewer use charges, if applicable, and current real estate taxes shall be adjusted as of the date of delivery of the Deed. If the amount of such real estate taxes is not known at the time of delivery of



the Deed, they shall be apportioned on the basis of the taxes assessed for the preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained.

If Owner shall be unable on the closing date to give title or to make conveyance or to deliver possession of the Premises, all in accordance with the terms hereof, or if on the closing date the Premises do not conform with the requirements hereof, then the date of the closing hereunder shall be postponed for a period of thirty (30) days during which period the Owner shall use reasonable good faith efforts to remove any defects in title or to make conveyance or deliver possession of the Premises, all in accordance with the terms hereof or to make the Premises conform with the requirements hereof, as the case may be. The purchase price to be paid by the Authority to the Owner shall be reduced by any amount paid by the Authority to persons holding mortgages or other liens against the Premises.

If after the expiration of the aforesaid time for the closing, any title defects shall not have been removed and conveyance not made and possession delivered, or the Premises do not conform, all as required hereunder, then the Authority may without waiving any claims against the Owner, either (a) terminate the Authority's obligation to purchase the Premises pursuant to its exercise of the Option, or (b) accept such title as Owner can deliver to the Premises in their then condition and to pay therefore the purchase price; provided that in the event of such conveyance in accordance with this paragraph, if the Premises shall have been damaged by fire or casualty insured against, or taken in whole or in part by eminent domain, then Owner shall, unless Owner has previously restored the Premises to their former condition either: (a) pay over or assign to Authority, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or award for taking, less any amounts reasonably expended by Owner for any partial restoration; or (b) if a holder of a mortgage on the Premises (to the extent such holder has an interest in the proceeds or award) shall not permit the insurance proceeds or award or any part thereof to be used to restore the Premises to their former condition or to be so paid over or assigned, give Authority a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by Owner for any partial restoration.

Nothing contained herein as to Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Premises in accordance with the terms hereof, as to use of proceeds to clear title or as to the Authority's election to take title, nor anything else in this Covenant shall be deemed to waive, impair or otherwise affect the priority of the Option over matters appearing of record, or occurring, at any time after the recording of this Covenant, all such matters so appearing or occurring being subject and subordinate in all events to the Option.

16. Failure to Exercise Option. In the event that the Authority shall fail to give such notice of election to exercise the option within the time above specified or in the event that the Authority shall, after giving such notice, fail to complete such purchase as hereinabove provided, then the Owner shall be free thereafter to sell and convey the Premises subject to the restrictions set forth in this Covenant.



Furthermore, Owner shall be entitled to a certificate, in recordable form and delivered to Owner on or before expiration of the 45-day option period described in Section 14 above, executed by the Authority, that it elects not to exercise the Option. If the Authority provides such a certificate, it shall be recorded with the deed from the Owner and then such certificate shall be conclusive evidence of compliance with the requirements of this instrument with respect to Section 12.

17. Notice. Any notice or other communication required or permitted to be given under this Covenant must be in writing and shall be effective when received by the party to whom it is addressed or four (4) business days after mailing by registered or certified mail, return receipt requested, whichever first occurs. Notices and communications to the Authority shall be sent to: Boston Redevelopment Authority, One City Hall Square, Boston, MA 02201-1007, Attention: Director, or the Agent. Notices and other communications to the Owner shall be sent to the address stated in the Deed as the owner's address or to the address of the Owner of the Premises as shown on the tax assessment roll of the City of Boston. Either party by written notice to the other may designate a different address to which notices shall thereafter be sent.

18. Covenants to Run with the Land. It is intended and agreed that the agreements, covenants and restrictions set forth in this Covenant shall run with the land constituting the Premises and shall be binding upon the Owner, its successors and assigns, for the benefit of and shall be enforceable by the Authority and its successors and assigns, for a period of thirty (30) years from the date of the Deed, unless a notice of restriction is recorded by the Authority or its successors and assigns before the expiration of thirty (30) years from the date of the Deed in which case such agreements, covenants and restrictions shall continue for twenty (20) years from the date of recording such notice of restriction. It is further agreed that the reservation or grant of the agreements, covenants and restrictions contained herein are for public and charitable purposes.

Owner shall include a reference to this Covenant in any and all deeds or other instruments conveying an interest in the Premises or any part thereof.

19. Appointment of Agent. The Authority may from time to time appoint and revoke the appointment of one or more agents who shall have the power to issue certificates as provided herein and to exercise and enforce the rights of the Authority as provided herein. Such appointments shall be made and revoked only by instrument in writing recorded in the Suffolk Registry of Deeds and each such action shall be effective only upon recording. No such instrument of appointment or revocation of appointment shall be effective unless it expressly refers to this Covenant.

20. Enforcement. Without limitation on any other rights or remedies of the Authority, its successors and assigns, in the event of any rental or occupancy or sale or other transfer or conveyance of the Premises in violation of the provisions of this Covenant, the Authority



shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- a) specific performance of the provisions of this Covenant;
- b) voiding of the rental arrangement that violates this Covenant;
- c) voiding of the amount of interest accumulated on the Maximum Resale Price calculation for any time during which it is determined that a household was not in compliance with the Principal Residence Requirement or who have not responded to the Authority's request for a Principal Residence Affidavit ;
- d) money damages for charges in excess of maximum resale prices;
- e) money damages for the cost of creating or obtaining other comparable dwelling units to fulfill the need for affordable housing by moderate income to middle income households;
- f) if the violation is a sale of the Premises at a price greater than the Maximum Resale Price as provided herein, the Authority shall have the option to purchase the Premises on the same terms and conditions as provided herein for the exercise of its option to purchase, except that the purchase price shall be the price paid in a conveyance that would have complied with the provisions of this Covenant;
- g) exercise of statutory power of sale pursuant to the mortgage recorded herewith; and
- h) any contract for sale or any sale or other transfer or conveyance of the Premises in violation of the provisions of this Covenant in the absence of a certificate from the Authority approving such sale, transfer or conveyance as provided in Section 7, to the maximum extent permitted by law shall be voidable by the Authority by suit in equity to enforce such agreements, covenants and restrictions.

If any action is brought to enforce this Covenant, the prevailing party shall be entitled to actual attorneys fees and other costs of bringing the action, in addition to any other relief or remedy to which such party may be entitled.

The Developer and the Owner hereby grant to the Authority the right to enter upon the Premises for the purpose of enforcing the restrictions herein contained, or of taking all actions with respect to the Premises which the Authority may determine to be necessary or appropriate, with or without court order, to prevent, remedy or abate any violation of the agreements, covenants and restrictions.



21. Third Party Beneficiaries. The Covenant as to Maximum Resale Price may be enforced by any Owner and/or prospective purchaser of the Premises.

22. Waiver. Nothing contained herein shall limit the rights of the Authority to release or waive, from time to time, in whole or in part, any of the restrictions contained herein with respect to the Premises; no waiver or release shall be effective unless it is in writing and executed by the Authority.

23. Captions Not Binding. Captions for sections have been inserted for convenient reference and are not to be construed to limit or modify the provisions of this Covenant.

24. Severability. If any provision of this Covenant or the application thereof to any person or circumstance is held to be invalid or unenforceable by any decision of any court of competent jurisdiction in an action in which the Authority is a party, such decision shall not impair or otherwise affect any other provision of this Covenant, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable.

25. Assignment. The Authority retains the right to assign its interest in this Covenant to the City of Boston.

26. Transfers. The obligations of the Developer hereunder shall be transferable to any condominium association that assumes management of the Project after the Developer has sold all of the units in the Project and pursuant to the terms and conditions in the master deed.

WITNESS our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**OWNER:**

\_\_\_\_\_

\_\_\_\_\_



**Exhibit B-1**  
**DEED RIDER**  
**COVENANT FOR AFFORDABLE HOUSING**  
**Middle-Income (100%) Household**

Rider attached to and made a part of that certain deed from C-TOWN VENTURES, LLC ("Developer"), to \_\_\_\_\_ ("Owner") dated \_\_\_\_\_, \_\_\_\_\_ for Unit \_\_\_\_\_ in \_\_\_\_\_ Condominium.

PRELIMINARY STATEMENT

The purpose of this covenant is to provide a uniform plan for administration and enforcement of covenants and restrictions imposed upon real property by the City of Boston and the Boston Redevelopment Authority for the purpose of regulating the development of real property for housing for persons of moderate and middle income. Such covenants and restrictions arise as a result of urban renewal, disposition of land, and the granting of public benefits or relief from regulation. Such covenants and restrictions constitute a portion of the consideration to be paid for such real property or public benefit or relief from regulation. This covenant is imposed to promote the public health, safety, convenience and welfare by preventing overcrowding and deterioration of existing housing and by encouraging expansion of the City of Boston's housing stock; to provide for a full range of housing choices for all incomes, ages, and family sizes; to mitigate the impacts of market rate housing on the supply and costs of housing for moderate and middle income households; to relieve the burden on the City of Boston and the Boston Redevelopment Authority to use other land for housing moderate and middle income persons; to fulfill obligations under statutes and regulations for urban redevelopment and other public purposes; to increase the production of housing units affordable to moderate and middle income households and to expand the supply of housing to meet existing and anticipated employment needs within the City of Boston.

**NOW, THEREFORE**, as consideration from the Owner to the Authority for the conveyance of the Premises, the Owner, for itself, its heirs, successors and assigns, hereby covenants and agrees that the Premises shall be subject to the following agreements, covenants and restrictions which are hereby imposed for the benefit of, and shall be enforceable by, the Developer's agent and designee and those of its successors and assigns, the Authority, or its successors, assigns, agents and designees.

1. Definitions. In this Covenant, the following words and phrases shall have the meanings indicated:

"Authority" means the Boston Redevelopment Authority, a public body politic and corporate organized and existing under Chapter 121B of the Massachusetts General Laws, as amended, its successors, assigns, agents and designees;



“Covenant” means this document and all of its provisions including, without limitation, all affirmative covenants, restrictive covenants and options contained herein;

“Deed” means the deed to which this Covenant is attached and which subjects the Premises to this Covenant;

“Developer” means C-TOWN VENTURES, LLC a Massachusetts limited liability corporation with an address of 275 Mishawum Road Woburn, Massachusetts 01810275 Mishawum Road, Woburn, Massachusetts 01801, including its successors and assigns;

“Eligible Purchaser” means a Moderate-Income Household, as certified by the Authority, or a Household eligible pursuant to Section 10 of this Covenant, as approved by the Authority;

“Household” means all persons who reside or intend to reside together at the Premises;

“Maximum Resale Price” means the maximum price permitted for the sale of the Premises, as set forth in Section 3;

“Median Income” means the median household income set forth in or calculated pursuant to regulations promulgated by the United States Department of Housing and Urban Development, pursuant to Section 8 of the Housing Act of 1937, as amended by the Housing and Community Development Act of 1974. If the Department of Housing and Development discontinues publication of median income statistics, then the Authority shall designate another measure of Household Income;

“Middle-Income Household” means a Household that has an income that is less than or equal to one hundred percent (100%), but greater than eighty percent (80%), of the Median Income and meets the Authority’s eligibility requirements;

“Option” means the option to purchase set forth in Section 12 of this Covenant;

“Owner” means the person(s) or entity identified in the Deed and any heir, successor or assign holding an interest in the Premises; and

“Premises” means the real property conveyed by or described in the Deed recorded herewith together with any improvements now or hereafter erected thereon.

2. Covenant; Middle-Income Household. The Owner covenants that the Premises shall not be sold or conveyed during the term of this Covenant except to a Middle-Income Household and as stated in the Authority Certificate recorded herewith, or a Household eligible pursuant to Section 10 of this Covenant and provided further that the Owner of such Premises provides to the Authority a promissory note in consideration of the subsidy provided by the Authority to the Owner in connection with the purchase of the Premises, grants to the Authority a mortgage to secure such promissory note and signs an Affidavit of



Eligibility to the Authority. In addition to the foregoing, all resales or conveyances of such Premises after the initial sale shall be to a Middle-Income Household, and shall comply with such occupancy requirements and/or household size standards of the Authority that are in effect at the time of the sale, resale or conveyance.

3. Covenant; Maximum Resale Price. The Owner covenants that the Premises, or any interest therein, shall not be sold, conveyed, assigned or otherwise disposed of, for consideration in excess of the Maximum Resale Price as defined below, but may be sold for less than the Maximum Resale Price in order to be available to an Eligible Purchaser. Consideration shall include the aggregate value of all money, property and services of every kind given or paid by the purchaser to or for the benefit of the Owner in connection with the transfer of the Premises, including any consideration paid for any other real property or personal property conveyed by the Owner to the purchaser.

The "Maximum Resale Price" for the Premises as of a given date shall be the sum of:

- b) the purchase price for the Premises specified in the Deed, increased three percent (3%) per annum, compounded annually;
- b) plus the actual cost of bedrooms added to the Premises;
- c) plus the actual cost of bathrooms added to a Premises containing three or more bedrooms;
- d) plus the actual cost of other capital improvements made to the Premises, provided that, such amount shall not exceed one percent, per year, of the price paid for the Premises, by Owner from time to time.

The cost of capital improvements shall be included in the Maximum Resale Price only if, (i) the improvement is considered to be a "capital" improvement within the definition of the Internal Revenue Code; (ii) the improvement complied with all pertinent statutes, ordinances and regulations at the time such improvement was made, and (iii) the cost of such improvement has been documented at the time of resale.

4. Covenant; Owner-Occupancy. The Owner shall occupy the Premises as his or her or their principal residence (the "Principal Residence Requirement"). The Owner shall not rent the Premises in whole or in part to any other person or persons.

5. Certificate of Authority as to Household Income. Upon written application and upon submission of such evidence as the Authority may require, the Authority shall furnish a certificate in recordable form stating whether a Household qualifies as a Middle-Income Household. If the eligible household income for the Premises is adjusted pursuant to Section 10 of this Covenant, then the Authority shall furnish a certificate in a recordable form stating whether a person or household qualifies for the Premises. Such certificate shall be valid for the period stated in the certification.



6. Certificate of Authority as to Maximum Resale Price. Upon written application and upon submission of such evidence as the Authority may require, the Authority shall furnish to any Owner, mortgagee or person having a security interest in the Premises, a certificate in recordable form stating the Maximum Resale Price for the Premises and itemizing the amount calculated in accordance with Section 3 to be the value of capital improvements made to the Premises. Such certificate shall be valid for the period stated in the certificate.

7. Certificate of Compliance. No conveyance, sale or transfer shall be valid and be deemed in accordance with the terms of this Covenant unless a certificate, or certificates, is obtained and recorded, signed and acknowledged by the Authority which refers to the Premises, the Owner thereof, and the Maximum Resale Price therefore, and stating that the proposed conveyance, sale or transfer is in compliance with this Covenant.

8. Conclusive Evidence of Compliance with this Covenant. Certificates of the Authority may be relied upon as follows:

a) A mortgagee of the Premises may conclusively rely upon:

- iv) a certificate issued by the Authority pursuant to Section 5 as to whether its mortgagor qualifies as a Middle-Income Household, as applicable;
- v) a certificate issued by the Authority pursuant to Section 6 as to the Maximum Resale Price of the Premises, provided that such Maximum Resale Price is not exceeded by the consideration for the Premises stated in the recorded deed to the mortgagor and further provided that such certificate of Maximum Resale Price is recorded in the Suffolk Registry of Deeds;
- vi) a certificate issued by the Authority pursuant to Section 7 as to compliance of the Premises, provided that such certificate of compliance is recorded in the Suffolk Registry of Deeds; and
- iv) an affidavit of the mortgagor of the Premises that the mortgagor's Household occupies the Premises as his or her or their principal residence (or intend to so occupy in the case of a purchase money mortgage).

b) An Owner of the Premises shall not be subject to any remedy of specific performance or other penalty arising out of events prior to his or her purchase of the Premises, provided that such purchaser has complied with the Maximum Resale Price and actual occupancy requirements of this Covenant.

c) This Section shall not limit the right of persons to rely upon other certificates of the Authority.



d) All references to a person shall include all other persons claiming an interest in the Premises by, through or under such person.

9. Covenant; Compliance. The Owner shall furnish such information about the Premises as the Authority may request from time to time on the identity of the Owner, the identity of any mortgagee or other person having an interest in the Premises, the consideration paid for the Premises, the condition of the Premises, the identity of the occupants, and any other information which the Authority deems relevant, all for the purpose of assuring compliance with this Covenant. The Authority shall have access to inspect the Premises at reasonable times and on reasonable notice.

10. Eligible Income. For all transfers of the Premises after the initial sale, the purchaser of the Premises must be a Middle-Income Household, as applicable. Notwithstanding the foregoing, the Authority may, in its sole discretion, increase the eligible household income limit (the "Maximum Annual Income") as follows:

a. Calculation of the "Imputed Loan Amount" by multiplying the Maximum Resale Price of the Premises at the time of the sale by ninety percent (90%);

b. Calculation of the "Imputed Monthly Debt Service Amount" by calculating the level monthly payment needed to amortize the Imputed Loan Amount, using the average interest rate offered during the 30 days prior to the date of said calculation by the Bank of America or other financial institution approved by the Authority for a thirty-year, fixed rate residential mortgage, or as specified in such standard index of home mortgage loans as the Authority may designate from time to time;

c. Calculation of the "Annual Imputed Housing Cost" by adding twelve times the Imputed Monthly Debt Service Amount plus three times the Imputed Monthly Debt Service Amount (to make a standard allowance for real estate taxes and insurance) plus twelve times the imputed monthly condominium fee if the Premises is a condominium unit; and

d. Calculation of Maximum Annual Income by multiplying the Annual Imputed Housing Cost by a fraction, the numerator of which is one hundred ten (110) and the denominator of which is twenty-eight (28).

11. Rights of Mortgagees. Other provisions of this Covenant notwithstanding, a financial institution may hold a mortgage or security interest in the Premises and may acquire title to the Premises by foreclosure or instrument in lieu of foreclosure; upon either such acquisition, the covenants, restrictions and options contained in this Covenant shall terminate and have no further effect; provided that (a) upon receipt by the Authority of notice in any form, including notice by newspaper publication, of an impending foreclosure against the Premises, the mortgagee shall allow the Authority the opportunity to cure such default within thirty (30) days of receipt of such notice or to exercise its option in accordance with the terms and conditions set forth herein; (b) that the principal amount secured by such mortgage or security interest did not exceed ninety-five percent (95%) of the Maximum



Resale Price calculated according to Section 3 at the time of the granting of the mortgage or security interest; and (c) that any mortgage or security interest was originated in compliance with Sections 3, 4, 5, 6, 7, 8, 10 and 11 of this Covenant.

Further, the lender shall notify the Authority in the event of any default for which the lender intends to commence foreclosure proceedings but no deficit failure to notify the Authority shall impair the validity of foreclosure. Said notice shall be sent to the Authority as set forth in Section 17 of this Covenant.

Further, provided that if any person who was an owner of the Premises prior to foreclosure acquires an interest in such Premises after foreclosure, then all covenants and options contained herein shall apply to all subsequent occupancy, rental and sale of the Premises.

Further, provided that in consideration of the release of this Covenant, in the event of such foreclosure or transfer in lieu of foreclosure and if the Premises is sold to a third party, all proceeds of the sale shall be applied as follows: first, to the lender to pay all sums owing to lender; second, to any public or institutional lender, in the order of their respective priority, to pay all sums owing to said lenders, including the Authority; and the balance, if any, to the Owner.

12. Option. The Authority reserves, or the Owner grants to the Authority, as the case may be, the right and option to purchase the Premises upon one or more of the following events:

- a) The Owner has delivered a written notice of intent to sell to the Authority, which notice is a requirement of this Covenant and shall be a condition precedent to any conveyance of the Premises or any interest therein;
- b) Any legal or beneficial interest in the Premises is conveyed without notice to the Authority as provided above, unless the Authority shall have waived its Option with respect to a particular sale; or
- c) Any legal or beneficial interest in the Premises is conveyed for consideration in excess of the Maximum Resale Price; or
- d) The Premises are leased upon terms not complying with Section 4 of this Covenant; or
- e) Receipt by the Authority of notice in any form (including notice by newspaper publication) of an impending foreclosure against the Premises; or
- f) Receipt by the Authority of notice in any form (including notice by newspaper publication) of the taking of the Premises for unpaid taxes.



13. Term of the Option. The right of the Authority to exercise its option pursuant to the preceding section shall terminate on the earlier of the following: (a) fifty (50) years from the date of the Deed, or (b) twenty-one (21) years following the death of the last survivor among the following named persons: (i) Harry, Prince of Wales; (ii) Rose Kennedy Schlossberg; and (iii) Chelsea Clinton.

14. Option Price. The agreed purchase price of the Premises upon the exercise by the Authority of the Option is the lesser of the Maximum Resale Price or the fair market value, but in any event not less than the remaining mortgage loan(s) balance provided that the mortgage complied with the conditions set forth in Section 11 herein at the time of the closing of the loan(s). Fair market value may be determined at the Authority's discretion and shall be established according to an independent appraisal. In the event that an owner has sent notice pursuant to Section 12(a), the price shall be set forth in a Certificate of Agreement executed in a timely manner by both the Authority and the Owner. If such Owner disputes the validity of the price then the Owner and the Authority shall select a third party arbitrator to determine such value and each shall pay one-half of the costs of the arbitration. The decision of the arbitrator shall be binding upon both parties and the Owner and the Authority shall execute a Certificate of Agreement consistent with such decision.

15. Exercise of Option. If the Authority wishes to exercise the Option, the Authority shall do so by giving written notice to the Owner.

In the event that the Authority is exercising its Option pursuant to the Owner's notice of intent to sell, as set forth in Section 12(a) of this Covenant, then the Authority's notice of its intent to exercise the Option shall be given within ten (10) business days of execution of the Certificate of Agreement. Further, within sixty (60) days of such notice by the Authority, the Authority and Owner shall execute a Purchase and Sale Agreement consistent with the terms of this Covenant and providing for a deposit.

The Premises are to be conveyed by a good and sufficient quitclaim deed running to the Authority or its designee, conveying a good and clear record and marketable title thereto, free from encumbrances, except such taxes for the then current year as are not due and payable on the date for the delivery of such deed; such matters of record as were of record immediately prior to the recording of the Deed; and such encumbrances as to which the Authority may have given its express written consent. The Premises shall be delivered in the same condition as at the time the Authority exercises the Option, free of all tenants and occupants. The Authority shall be entitled to an inspection of the Premises prior to delivery of the deed in order to determine whether the condition thereof complies with the terms of this paragraph. Rents, fuel, common condominium charges, and water and sewer use charges, if applicable, and current real estate taxes shall be adjusted as of the date of delivery of the Deed. If the amount of such real estate taxes is not known at the time of delivery of the Deed, they shall be apportioned on the basis of the taxes assessed for the preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained.

If Owner shall be unable on the closing date to give title or to make conveyance or to deliver possession of the Premises, all in accordance with the terms hereof, or if on the



closing date the Premises do not conform with the requirements hereof, then the date of the closing hereunder shall be postponed for a period of thirty (30) days during which period the Owner shall use reasonable good faith efforts to remove any defects in title or to make conveyance or deliver possession of the Premises, all in accordance with the terms hereof or to make the Premises conform with the requirements hereof, as the case may be. The purchase price to be paid by the Authority to the Owner shall be reduced by any amount paid by the Authority to persons holding mortgages or other liens against the Premises.

If after the expiration of the aforesaid time for the closing, any title defects shall not have been removed and conveyance not made and possession delivered, or the Premises do not conform, all as required hereunder, then the Authority may without waiving any claims against the Owner, either (a) terminate the Authority's obligation to purchase the Premises pursuant to its exercise of the Option, or (b) accept such title as Owner can deliver to the Premises in their then condition and to pay therefore the purchase price; provided that in the event of such conveyance in accordance with this paragraph, if the Premises shall have been damaged by fire or casualty insured against, or taken in whole or in part by eminent domain, then Owner shall, unless Owner has previously restored the Premises to their former condition either: (a) pay over or assign to Authority, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or award for taking, less any amounts reasonably expended by Owner for any partial restoration; or (b) if a holder of a mortgage on the Premises (to the extent such holder has an interest in the proceeds or award) shall not permit the insurance proceeds or award or any part thereof to be used to restore the Premises to their former condition or to be so paid over or assigned, give Authority a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by Owner for any partial restoration.

Nothing contained herein as to Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Premises in accordance with the terms hereof, as to use of proceeds to clear title or as to the Authority's election to take title, nor anything else in this Covenant shall be deemed to waive, impair or otherwise affect the priority of the Option over matters appearing of record, or occurring, at any time after the recording of this Covenant, all such matters so appearing or occurring being subject and subordinate in all events to the Option.

16. Failure to Exercise Option. In the event that the Authority shall fail to give such notice of election to exercise the option within the time above specified or in the event that the Authority shall, after giving such notice, fail to complete such purchase as hereinabove provided, then the Owner shall be free thereafter to sell and convey the Premises subject to the restrictions set forth in this Covenant.

Furthermore, Owner shall be entitled to a certificate, in recordable form and delivered to Owner on or before expiration of the 45-day option period described in Section 14 above, executed by the Authority, that it elects not to exercise the Option. If the Authority provides such a certificate, it shall be recorded with the deed from the Owner and then such certificate



shall be conclusive evidence of compliance with the requirements of this instrument with respect to Section 12.

17. Notice. Any notice or other communication required or permitted to be given under this Covenant must be in writing and shall be effective when received by the party to whom it is addressed or four (4) business days after mailing by registered or certified mail, return receipt requested, whichever first occurs. Notices and communications to the Authority shall be sent to: Boston Redevelopment Authority, One City Hall Square, Boston, MA 02201-1007, Attention: Director, or the Agent. Notices and other communications to the Owner shall be sent to the address stated in the Deed as the owner's address or to the address of the Owner of the Premises as shown on the tax assessment roll of the City of Boston. Either party by written notice to the other may designate a different address to which notices shall thereafter be sent.

18. Covenants to Run with the Land. It is intended and agreed that the agreements, covenants and restrictions set forth in this Covenant shall run with the land constituting the Premises and shall be binding upon the Owner, its successors and assigns, for the benefit of and shall be enforceable by the Authority and its successors and assigns, for a period of thirty (30) years from the date of the Deed, unless a notice of restriction is recorded by the Authority or its successors and assigns before the expiration of thirty (30) years from the date of the Deed in which case such agreements, covenants and restrictions shall continue for twenty (20) years from the date of recording such notice of restriction. It is further agreed that the reservation or grant of the agreements, covenants and restrictions contained herein are for public and charitable purposes.

Owner shall include a reference to this Covenant in any and all deeds or other instruments conveying an interest in the Premises or any part thereof.

19. Appointment of Agent. The Authority may from time to time appoint and revoke the appointment of one or more agents who shall have the power to issue certificates as provided herein and to exercise and enforce the rights of the Authority as provided herein. Such appointments shall be made and revoked only by instrument in writing recorded in the Suffolk Registry of Deeds and each such action shall be effective only upon recording. No such instrument of appointment or revocation of appointment shall be effective unless it expressly refers to this Covenant.

20. Enforcement. Without limitation on any other rights or remedies of the Authority, its successors and assigns, in the event of any rental or occupancy or sale or other transfer or conveyance of the Premises in violation of the provisions of this Covenant, the Authority shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- a) specific performance of the provisions of this Covenant;
- b) voiding of the rental arrangement that violates this Covenant;



- c) voiding of the amount of interest accumulated on the Maximum Resale Price calculation for any time during which it is determined that a household was not in compliance with the Principal Residence Requirement or who have not responded to the Authority's request for a Principal Residence Affidavit;
- d) money damages for charges in excess of the maximum resale prices;
- e) money damages for the cost of creating or obtaining other comparable dwelling units to fulfill the need for affordable housing by moderate income to upper-middle income households;
- f) if the violation is a sale of the Premises at a price greater than the Maximum Resale Price as provided herein, the Authority shall have the option to purchase the Premises on the same terms and conditions as provided herein for the exercise of its option to purchase, except that the purchase price shall be the price paid in a conveyance that would have complied with the provisions of this Covenant;
- g) exercise of statutory power of sale pursuant to the mortgage recorded herewith; and
- h) any contract for sale or any sale or other transfer or conveyance of the Premises in violation of the provisions of this Covenant in the absence of a certificate from the Authority approving such sale, transfer or conveyance as provided in Section 7, to the maximum extent permitted by law shall be voidable by the Authority by suit in equity to enforce such agreements, covenants and restrictions.

If any action is brought to enforce this Covenant, the prevailing party shall be entitled to actual attorneys fees and other costs of bringing the action, in addition to any other relief or remedy to which such party may be entitled.

The Developer and the Owner hereby grant to the Authority the right to enter upon the Premises for the purpose of enforcing the restrictions herein contained, or of taking all actions with respect to the Premises which the Authority may determine to be necessary or appropriate, with or without court order, to prevent, remedy or abate any violation of the agreements, covenants and restrictions.

21. Third Party Beneficiaries. The Covenant as to Maximum Resale Price may be enforced by any Owner and/or prospective purchaser of the Premises.

22. Waiver. Nothing contained herein shall limit the rights of the Authority to release or waive, from time to time, in whole or in part, any of the restrictions contained herein with respect to the Premises; no waiver or release shall be effective unless it is in writing and executed by the Authority.



23. Captions Not Binding. Captions for sections have been inserted for convenient reference and are not to be construed to limit or modify the provisions of this Covenant.

24. Severability. If any provision of this Covenant or the application thereof to any person or circumstance is held to be invalid or unenforceable by any decision of any court of competent jurisdiction in an action in which the Authority is a party, such decision shall not impair or otherwise affect any other provision of this Covenant, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable.

25. Assignment. The Authority retains the right to assign its interest in this Covenant to the City of Boston.

26. Transfers. The obligations of the Developer hereunder shall be transferable to any condominium association that assumes management of the Project after the Developer has sold all of the units in the Project and pursuant to the terms and conditions in the master deed.

WITNESS our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**OWNER:**

\_\_\_\_\_  
\_\_\_\_\_



**Exhibit C**  
**Description of Affordable Units**

A total of six (6) Affordable Units consisting of:

Unit Number	Bedrooms	Square Footage	Location of Affordable Unit	Percent of Median Income	Sales Price
103	1 BR	927 SF	1st Floor	80%	\$162,500
105	3 BR	1371 SF	1st Floor	100%	\$282,000
109	2 BR with Home Office	1365 SF	1st Floor	100%	\$246,000
114	2 BR	905 SF	1st Floor	80%	\$190,500
204	2 BR with Home Office	1010 SF	2nd Floor	80%	\$190,500
216	2 BR with Home Office	1465	2nd Floor	100%	\$246,900

\* Based upon 2014 HUD income limits and sales prices. Sales prices and income limits to be adjusted in accordance with HUD guidelines at time of initial sales.



**Exhibit D**  
**Boston Redevelopment Authority**

**AFFIDAVIT OF ELIGIBILITY FOR AFFORDABLE HOME OWNERSHIP UNITS**

**Attachments:**

**Appendix A:** Instruction Sheet

**Appendix B:** Checklist of Required Documents

(I/We), \_\_\_\_\_  
Names of Buyer(s)  
currently reside at \_\_\_\_\_ Unit \_\_\_\_\_  
Address \_\_\_\_\_  
City/Neighborhood \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
( ) \_\_\_\_\_  
Telephone \_\_\_\_\_  
@ \_\_\_\_\_  
Email Address \_\_\_\_\_

do hereby represent and warrant as follows:

(Please note, the use of the singular "I" or "my" below, shall include the plural in the case of more than one prospective purchaser.)

1. I understand that if I make any material misstatements or omissions in this affidavit, I will be ineligible for any unit at this project, and will be required to sell the unit if I have already occupied it.

Initial(s): \_\_\_\_\_

Initial(s): \_\_\_\_\_

**THE PROPERTY:**

2. The Property I intend to purchase is located within the City of Boston at the following address:

\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
\_\_\_\_\_  
City/District/Neighborhood, ZIP

3. The purchase price of the property is: \$ \_\_\_\_\_

The purchase price of the parking space is: \$ \_\_\_\_\_ (if applicable)

The Total Price is: \$ \_\_\_\_\_



The estimated condo fee is:  
annually/yearly)

\$\_\_\_\_\_ (monthly/semi-

4. I certify that the amount to be paid by me for the Property shall not be greater than the Total Price stated in #3 above. The Total Price shall include the total value of all money, property and services of every kind given or paid by me to or for the benefit of the owner of the Property in connection with the transfer of the Property, including any amount paid for any other real property or personal property conveyed by the owner to me.

Initial(s): \_\_\_\_\_

Initial(s): \_\_\_\_\_

5. **Covenant for Affordable Housing:** I acknowledge that I received a copy of the Covenant for Affordable Housing (the "Covenant"). I have read the Covenant, or have had it read to me, and understand the restrictions and requirements contained therein. I realize that I have the option of consulting an attorney to review the Covenant. I understand that the Property is subject to the Covenant, and that the Property cannot be rented or sold without the express permission of the Boston Redevelopment Authority.

Initial(s): \_\_\_\_\_

Initial(s): \_\_\_\_\_

6. **Owner Occupancy Requirement:** I intend to occupy the Property as my principal place of residence. I will occupy the Property within sixty (60) days of the closing date. I understand that I must continue to live in the Property and that I may not lease it without the written consent of the Boston Redevelopment Authority ("BRA") or as otherwise expressly permitted in the Covenant. Consent to rent is decided on a case-by-case basis and must be supported by documentary evidence showing hardship.

Initial(s): \_\_\_\_\_

Initial(s): \_\_\_\_\_

**PREFERENCES:**

7. **For Boston Resident preference:** I certify that I am currently a resident of the City of Boston and have provided the required documentation.

"Boston Resident" shall mean any individual whose principal residence, where he or she normally eats, sleeps and maintains his or her normal personal and household effects, is in the City of Boston.

Required Documentation: Two (2) utility bills from separate companies dated within 60 days of submission from any of the following: electric, oil, cable, gas, or telephone.

N/A

or

Yes

Initial(s): \_\_\_\_\_

Initial(s): \_\_\_\_\_



8. **For First-Time Homebuyer preference:** I certify that I am a First-Time Homebuyer.

“First-Time Homebuyer” shall mean a Buyer (including spouse, current or former) who has never owned a residential property. The Director of the BRA may at his/her discretion and on a case-by-case basis make an exception for extreme hardship. Applicants applying for an exception must have submitted their request to the Boston Redevelopment Authority’s Deputy Director for Compliance prior to the scheduled lottery date.

N/A

or

Yes

Initial(s): \_\_\_\_\_

Initial(s): \_\_\_\_\_

9. **Urban Renewal Displacee:** I certify that I am an Urban Renewal Displacee and have provided the required documentation. (This preference is rarely applicable.)

“Urban Renewal Displacee” shall mean persons displaced from the specific property and/or displaced from the relevant Urban Renewal Plan Area by clearance and redevelopment activities carried out by the Boston Redevelopment Authority.

Required Documentation: Proof of displacement by the Boston Redevelopment Authority from the relevant Urban Renewal Area during the official Urban Renewal Period (displacement notice or proof of residency during the Urban Renewal Period in the form of utility bills, voting record, bank statement, record of birth or any other official documents).

N/A  (This section not applicable to this development)

Initial(s): \_\_\_\_\_

Initial(s): \_\_\_\_\_

or

a) Displaced from \_\_\_\_\_  
Property Address

Initial(s): \_\_\_\_\_

Initial(s): \_\_\_\_\_

or

b) Displaced from Plan Area \_\_\_\_\_

Initial(s): \_\_\_\_\_

Initial(s): \_\_\_\_\_

10. **This section is applicable only if this development has artist preference units.**

**BRA Certified Artist:** I am a BRA certified artist and have provided the required documentation. **(Required ONLY for Artist units. If you are not currently a BRA Certified Artist you are not eligible to apply for Artist units.)**

“BRA Certified Artist” shall mean an individual who has received a BRA Artist Certificate. (For a full description of the artist certification process, please request the BRA Artist



Required Documentation: BRA Artist Certification Letter

N/A

or

Yes

Initial(s): \_\_\_\_\_

Initial(s): \_\_\_\_\_

**OTHER INFORMATION:**

**11. Choose one:**

- I, or a member of my immediate family, **am currently or have been** a City of Boston employee within the **last 12 months**. I understand that the City employee(s) must submit a Disclosure of Financial Interest Form, which is available from the City Clerk's office, Rm. 601, Boston City Hall. A copy of this form must be included with this Affidavit.

Department/ Agency of City Employee(s): \_\_\_\_\_

Immediate family members of any developer or "Applicant" (as the contracting party is sometimes referred to) are prohibited from entering any lottery held for any Boston Redevelopment Authority Inclusionary/ Affordable housing unit. Immediate family members of any Marketing Agent hired by developers/ Applicants are prohibited from entering any lottery for housing units at the project for which the Marketing Agent has been hired. "Immediate family" shall be defined as it is in G.L. c.268A, the Conflict of Interest Law. However, this policy may be further expanded to include a broader degree of kinship, and may be refined to encompass a broader range of parties other than a named developer or named applicant.

If no lottery is held because there were not a sufficient number of applications submitted, the same rules apply (i.e., the same rules apply to a "First-Come-First-Served situation").

N/A

Initial(s): \_\_\_\_\_

Initial(s): \_\_\_\_\_

12. I have never been convicted of real property arson, tenant harassment in Housing Court or violating Fair Housing Laws. I am not presently in mediation with the Boston Fair Housing Commission or the Massachusetts Commission Against Discrimination nor presently a defendant in a criminal complaint in Housing Court for a Fair Housing violation or in an arson case.

Initial(s): \_\_\_\_\_

Initial(s): \_\_\_\_\_

13. I do not presently owe any past due real estate taxes to the City of Boston.

Initial(s): \_\_\_\_\_

Initial(s): \_\_\_\_\_



**INCOME: "Household Income" Defined**

14. "Household" shall mean all persons whose names appear on the deed, and also all persons who intend to occupy the housing unit as their primary residence, even if they are not included on the deed. Legally married couples shall both be considered part of the household, even if separated. Children shall be considered part of the household if they spend more than 50% of the year (183 days, including partial days) in the residence. The incomes of *all* household members will be included, with two exceptions:

- Income from employment is not counted for household members under 18; and
- Only the first \$480 of income from employment is included for household members who are between 18-22 and currently registered as full-time students enrolled in an institution of higher education and who are not the tenant or spouse.

The BRA reserves the right to request additional information at any point in the Income Certification process. Income Information can include but is not limited to the source of income and the estimated current annualized gross amounts of income, from any source, both taxable and non-taxable income, such as:

- Wages, salaries, tips, overtime, bonuses, commissions, fees, credits, sick pay, deferred income, and any other compensation received for personal services;
- Dividends, interest, annuities, pensions, IRA or other retirement accounts distributions, social security benefits;
- Income received from: trusts, business activities including partnership income and Schedule K-1 information, corporate distributions, rental or lease income, investments, and any other income or gains from any asset;
- Alimony, support payments, disability payments, workers and unemployment compensation, public assistance, etc.
- All assets – See item 22, "Household Assets".

**Please note:** The BRA does not use income as reported on your W-2 to determine *estimated current annualized income*. Income from wages, salaries, tips, etc. is the full amount, before any deductions, of your gross wages, salaries, tips, etc.

**Please also note:** If you are *substantially* below the income limit, the BRA reserves the right to request additional documentation to determine your ability to purchase the unit.

Initial(s): \_\_\_\_\_

Initial(s): \_\_\_\_\_

15. **Earnings :** I have attached copies of the **two (2)** most recent consecutive pay stubs for every household member 18 years or older. If a member of my household is 18 years or older and is not employed, I have attached a notarized letter from him/her attesting to this fact.

N/A

or

Yes

Initial(s): \_\_\_\_\_

Initial(s): \_\_\_\_\_



16. **Earnings (Self Employed):** I have attached copies of the most recent two years' federal and state income tax returns (including any attachments and amendments) and a **year-to-date profit and loss statement** for every self-employed household member 18 years or older.

N/A

or

Yes

Initial(s): \_\_\_\_\_

Initial(s): \_\_\_\_\_

17. I have attached the **two most recent federal and state income tax returns** (including any attachments and amendments) for every household member 18 years or older. I have attached an **IRS Form 4506-T** for every household member 18 years or older who did **not** file taxes in one or more of the previous two years. (IRS Forms 4506-T can be found on the web at [www.irs.gov](http://www.irs.gov).)

Initial(s): \_\_\_\_\_

Initial(s): \_\_\_\_\_

18. I have attached proof for every household member 18 years or older who is a full-time student of his/her full-time student status in the form of: class schedule, letter from the Registrar, or other enrollment verification.

**Please Note:** Full-time students over the age of 18 are **not** eligible to apply as a purchaser **unless** they are a co-buyer with a related, non-full-time student. The BRA's determination of full-time student status will be final.

Initial(s): \_\_\_\_\_

Initial(s): \_\_\_\_\_

19. The following includes all persons who intend to reside at the Property including all purchasers of the unit. I am including their name(s), age(s), buyer or occupant status, relationship to me and their estimated current annualized gross income.

NAME A.	AGE B.	BUYER OR OCCUPANT C.	RELATIONSHIP TO HOMEBUYER D.	ESTIMATED CURRENT ANNUALIZED GROSS INCOME E.



20. I certify that my Household Size is (total number of entries in column A) \_\_\_\_\_.

Initial(s): \_\_\_\_\_

Initial(s): \_\_\_\_\_

21. I certify that my combined Household Estimated Annual Income is (total of column E): \_\_\_\_\_.

Initial(s): \_\_\_\_\_

Initial(s): \_\_\_\_\_

**HOUSEHOLD ASSETS:**

Assets include but are not limited to the following: Checking or savings accounts, CDs, money market accounts, Treasury bills, stocks, bonds, securities, trust funds, gifts, pensions, IRAs, Keoghs, other retirement accounts, cash on hand over \$500, real estate, rental property, other real estate holdings, all property held as an investment, and safe deposit box contents (include the value). All accounts must include dividend and interest information.

**Asset Limitation:**

Please Note: For a household at or below the 80% HUD income category, the combined total assets of the household cannot exceed \$75,000. For a household above the 80% HUD income category, the combined total assets of the entire household cannot exceed \$100,000.

Government-approved college savings accounts and qualified retirement accounts, such as IRAs, Keogh plans, pension plans, and similar, are exempt from consideration as part of the household's total assets unless they are being liquidated. **However, documentation of these assets must still be submitted.**

22. I have completed the chart below and have attached supporting information on **all** assets held by **each** household member over the age of 18.

Initial(s): \_\_\_\_\_

Initial(s): \_\_\_\_\_

<i>TYPE OF ACCOUNT OR ASSET</i>	<i>ACCOUNT NUMBER</i>	<i>ACCOUNT HOLDER'S NAME</i>	<i>BALANCE</i>

23. **Third-party verification:** I authorize the BRA to verify the information contained in this Affidavit and obtain additional information regarding me and my household that is pertinent to eligibility



for BRA sponsored affordable housing. (Every member of the household 18 years or older must sign below).

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

24. **Expiration Date of Income Certification:** I understand that my BRA Certificate of Compliance, required at closing, is **valid for 90 days** from the date issued.

Initial(s): \_\_\_\_\_

Initial(s): \_\_\_\_\_

25. I understand that all original application documents will be shredded unless I make a written request for their return within seven (7) days of notification of ineligibility or withdrawal of application.

Initial(s): \_\_\_\_\_

Initial(s): \_\_\_\_\_

26. I understand that approval from any source other than the BRA **does not guarantee BRA income certification approval.**

Initial(s): \_\_\_\_\_

Initial(s): \_\_\_\_\_

27. I understand that Co-signers and Guarantors of mortgages or any lending instrument are not permitted unless they are co-buyers of the unit. In addition, I understand that I must obtain arms-length financing from a bank or mortgage company, and that I may not borrow money for the purchase from a family member, friend, or other private source.

Initial(s): \_\_\_\_\_

Initial(s): \_\_\_\_\_

28. **I declare under penalties of perjury that the information provided in this Affidavit of Eligibility is true, correct, accurate and complete in all respects.**

Initial(s): \_\_\_\_\_

Initial(s): \_\_\_\_\_

Signed, sealed and delivered on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Note: All Buyers should sign this form and have their signatures notarized. Attach additional sheets, if necessary.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Co-buyer



**COMMONWEALTH OF MASSACHUSETTS**

SUFFOLK COUNTY, ss. \_\_\_\_\_, 20\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**COMMONWEALTH OF MASSACHUSETTS**

SUFFOLK COUNTY, ss. \_\_\_\_\_, 20\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



BOSTON REDEVELOPMENT AUTHORITY

APPENDIX A: INSTRUCTION SHEET  
FOR AFFIDAVIT OF ELIGIBILITY

Before you begin, please read the information below.

The proposed Buyer(s) must complete the following documents:

- **Affidavit of Eligibility** (completed in full, signed and notarized, see Appendix B for list of attachments)
- **Certificate** acknowledging income certification by the Boston Redevelopment Authority
- **Disclosure Statement** (signed in the "Execution at Time of Application" section, only)

This information is provided to give you an overview of the application process, an outline of the eligibility requirements, and an understanding of the criteria used by the BRA. **If you have any concerns about the process or about your eligibility, please speak to the marketing agent before you begin the income certification process. Participation in an affordable housing lottery does not guarantee income certification approval.**

1. BRA employees and members of their immediate families are **not eligible** to buy or lease BRA administered affordable housing.
2. If you are substantially below the income limit for the category of unit you would like to purchase, the BRA reserves the right to request additional documentation to determine your financial eligibility to purchase the unit.
3. Everyone who intends to occupy the Unit, including all co-purchasers, must be included in the "household." Legally married couples shall both be considered part of the household, even if separated. Children shall be considered part of the household if they spend more than 50% of the year (183 days, including partial days) in the residence. The incomes of *all* household members will be included in the income certification process, with two exceptions:
  - Income from employment is not counted for household members under 18; and
  - Only the first \$480 of income from employment is included for household members who are between 18-22 and currently registered as full-time students enrolled in an institution of higher education and who are not the tenant or spouse.
4. For a household at or below the 80% HUD income category, the combined total assets of the household cannot exceed \$75,000. For a household above the 80% HUD income category, the combined total assets of the entire household cannot exceed \$100,000. Assets include but are not limited to the following: The value of any presently owned homes, checking or savings accounts, CDs, money market accounts, treasury bills, stocks, bonds, securities, trust funds, gifts, cash on hand over \$500, real estate, rental property, other real estate holdings, all property held as an investment, and the value of safe deposit box contents. Government-approved college savings accounts and qualified retirement accounts are exempt from consideration as part of the household's total assets unless the Buyer is liquidating them. Documentation of these assets must still be submitted.
5. Full-time students over the age of 18 are **not** eligible to apply as a purchaser **unless** they are a co-applicant with a related, non-full-time student. The BRA's determination of full-time student status will be final.
6. Affordable housing is deed-restricted by the BRA in the form of a Covenant For Affordable Housing attached to the deed for the unit. Among other considerations, this Covenant requires



that the unit remain owner-occupied and that it may not be rented. Accordingly, the BRA will require proof of owner-occupancy on an annual basis. In addition, the owner must notify the BRA of any decision to sell the unit, and the unit may only be resold at the same affordability level to a household that has been income-qualified by the BRA. (See the Disclosure Statement provided with the Affidavit for more details.) A copy of the Covenant will be provided to the Buyer for review before the sale is completed.

7. If the Buyer or a member of the Buyer's immediate family (whether or not they are part of the household) is or has been an employee of the City of Boston within the last 12 months, a Disclosure of Financial Interest form (available from the City Clerk's office, City Hall, Rm. 601) must be submitted for each such person.
8. Co-signers and Guarantors of mortgages or any lending instrument are not permitted unless they are co-buyers of the unit. In addition, the Buyer must obtain arms-length financing. This means that the Buyer may not borrow from a friend, family member, or private source. A bank or mortgage company must be used.
9. The **two (2) most recent consecutive pay stubs** must be submitted for purchaser(s) and all members of the household 18 years or older (spouses are members of household even if separated).
10. All other supporting documents must be dated within **60 days** of the submission of this Affidavit.
11. Original application materials will be shredded unless the Buyer makes a written request for their return within seven (7) days of notification of ineligibility or withdrawal.
12. Approval from any source other than the BRA **does not guarantee BRA income certification approval.**
13. The BRA may request additional information from the proposed Buyer, if it deems such information necessary to complete the income certification process.

The BRA Certification of Compliance will be granted if the Buyer is found to fall within the eligibility requirements. This Certificate is **required at the closing** and is valid for **90 days from date of issue.**



**BOSTON REDEVELOPMENT AUTHORITY**  
**APPENDIX B: INCOME CERTIFICATION CHECKLIST**  
**REQUIRED DOCUMENTS FOR AFFIDAVIT OF ELIGIBILITY**

All applicable items on this list must be included in your income certification packet.  
**Incomplete applications will be returned to the marketing agent and will delay the processing of your request for affordable housing.**

All supporting paystubs, statements, utility bills, and other financial materials **must be dated within 60 days** of submission of the Affidavit. **Submission of non-consecutive pay stubs or materials older than 60 days will result in the return of your application.**

**Required:**

- Completed, signed, and notarized Affidavit of Eligibility
- Signed Acknowledgement of BRA Income Certification
- Signed Disclosure Statement
- Two (2) **most recent consecutive** pay stubs must be submitted for purchaser(s) and all members of household 18 years or older (spouses are members of household even if separated)
  - o Current supporting information for all other sources of income (e.g., unemployment compensation, social security, self-employment), including all income reported on the most recent tax return.
  - o If a household member **no longer receives** a source of income reported on the most recent tax return (e.g., no longer working for a particular employer), a letter signed by that person and a letter from former employer attesting to this fact must be submitted.
- Notarized letter from any household member 18 or older and unemployed stating that fact
- Two most recent **federal and state** tax returns **including all W-2s, attachments, and any amendments** for all members of the household over the age of 18.
- Form(s) 4506-T (from [www.irs.gov](http://www.irs.gov)) for each member of the household 18 or older who did not file taxes in one or both of the last two years`
- A year-to-date profit and loss statement for every member of the household 18 years old or older who is self-employed
- Proof of full-time student status for each member of the household who is 18 or older and a full time student (in the form of a class schedule, letter from the Registrar, or other enrollment verification).
- Supporting information on all assets owned by all members of the household, including but not limited to savings, retirement accounts, pensions, gifts, investments, real estate, cash on hand over \$500, all property held as an investment, and safe deposit box contents.
  - o All statements must include information on **interest, dividends, and gains or losses**, if any. If interest, dividends, and gains and losses are not listed, the Buyer must obtain this information. See item 22 of the Affidavit of Eligibility for a more detailed list.



- If a household member **no longer owns** an asset that generated income on the most recent tax return (e.g., if a bank account was closed), a signed letter by that person and supporting documents attesting to this fact must be submitted.
- If the purchaser or a member of the purchaser's immediate family (whether or not they are part of the household) is or has been an employee of the City of Boston within the last 12 months, a Disclosure of Financial Interest form (available from the City Clerk's office , City Hall, Rm. 601) must be submitted for each such person.
- Copy of application submitted at time of lottery

**If applying for preferences:**

- For the Urban Renewal Displacee preference, proof of that status, including a displacement notice or proof of residency at the time of displacement in the form of utility bills, voting record, record of birth or other official documentation
- For the Boston resident preference, the minimum acceptable proof of that status may be submitted in the form of two (2) utility bills from separate companies dated within 60 days of submission from any of electric, oil, cable, gas, or telephone companies. Additional documentation may be required.
- For the BRA-certified artist preference, a copy of the BRA Artist Certification letter

Once you have provided the marketing agent with **all** required documents, the marketing agent will send a cover letter stating the anticipated closing date or a copy of the Purchase and Sale Agreement with the completed package of documents to the BRA.

**FAILURE TO SUBMIT COMPLETE INFORMATION WILL DELAY THE INCOME CERTIFICATION PROCESS.** Please note that incomplete packages **will be returned** to the agent. To avoid this delay we are asking agents to review packages for completeness before submission to the BRA.



## Exhibit E

### DISCLOSURE STATEMENT BOSTON REDEVELOPMENT AUTHORITY Deed-Restricted Home Ownership Units

#### WHY ARE THERE SPECIAL CONDITIONS ON THE USE AND RESALE OF THESE HOMES?

The Boston Redevelopment Authority ("BRA") has made a commitment to provide affordable homeownership opportunities to Boston residents. Using public land, financing assistance, and relief from regulation, housing is made affordable by reducing the purchase price to below market values, thus reducing monthly mortgage payments and requiring lower down payments.

With this help, many families who could not afford to purchase a home in the private market will be able to own their own home. To preserve these benefits for future buyers, certain conditions are placed on the use and resale of the property. They are designed to balance the interests of initial and future owners in a fair way.

To ensure that these special use conditions are maintained, you will receive yearly monitoring letters from the BRA. Included in the letter will be an Affidavit of Owner Occupancy. You must sign and return the affidavit to the BRA within **twenty (20) business days**.

#### WHEN CAN I SELL MY HOME?

You may sell your home at any point after which you have notified the BRA of your plans to sell and have received your "**Maximum Resale Price**" from the BRA.

#### FOR HOW MUCH WILL I BE ABLE TO SELL MY HOME? WHAT IS MY MAXIMUM RESALE PRICE?

The sales price of your home must be **no more** than the Maximum Resale Price, and may be sold for less than the Maximum Resale Price in order to be available to an Eligible Purchaser. After notifying the BRA that you would like to sell your home, you will receive your Maximum Resale Price. The Maximum Resale Price is set in accordance with a formula that gives a fair return on your investment but keeps the house affordable to the next buyer. The BRA will calculate your Maximum Resale Price as follows:

The "Maximum Resale Price" - 3% Formula: Your initial purchase price will be multiplied by 3% per year for each year you lived in the home.

Adding the Cost of Home Improvements: Certain home improvement costs can be included in the Maximum Resale Price. Eligible costs include "capital improvements," as defined by the IRS, which significantly increase the value of your home, such as an addition. Routine repair and replacement costs are not eligible. These additional costs are limited to an annual



increase of 1% of the purchase price. These costs must be properly documented at the time the property is sold. (NOTE: the full cost of additional bedrooms and some bathrooms may be added.)

#### **TO WHOM CAN I SELL MY HOME?**

When you sell your home, you must sell to a person whose income category is the same as yours at the time of your purchase of your home and whom the BRA has approved as an eligible buyer. For example, if you qualified as a moderate-income household below 80% of the Boston area median income, you must sell your home to another moderate-income household below 80%. You must also comply with the BRA's household size requirements in effect at the time of sale. To receive BRA approval on your potential buyer, the BRA must income certify the candidate similar to the way you were certified at the time you purchased the unit.

However, the BRA will also have the right to purchase the unit or to find a buyer to purchase the unit. This is called an Option to Purchase. The sales price will be the Maximum Resale Price. (If, in unusual cases, the market value is less than the Maximum Resale Price, the BRA will use an appraisal to determine the sales price.) If the BRA does not exercise its Option, you may sell your home to an eligible buyer, as described above, for a price that is within the Maximum Resale Price.

#### **CAN I RENT MY HOME TO SOMEONE ELSE?**

**You must agree to live in this property as your principal place of residence. In no event are you allowed to rent the property in whole or in part to other person(s).**

#### **HOW LONG DO THESE RESTRICTIONS APPLY TO THE PROPERTY?**

The use and resale restrictions described here apply to the property for fifty (50) years from the date of the initial purchase.

#### **WILL I HAVE TO PAY CONDOMINIUM FEES?**

When purchasing a BRA deed restricted unit, as with most condominium units, you may be required to pay periodic condo fees. Although the exact rate may not be determined at the time of purchase, the seller should be able to provide an estimate.

#### **WHAT LEGAL DOCUMENTS DO I NEED TO REVIEW AND SIGN?**

The unit restriction information in this document includes the most important items from the Covenant for Affordable Housing, recorded at the Suffolk Registry of Deeds along with the deed to your unit, a complete version of which is available to all lottery winners. If you are a lottery winner, you should review this document carefully before you sign a Purchase and Sale Agreement. At the closing, if you decide to purchase a deed-restricted unit, you will be required to execute a Principal Residence Affidavit, and a BRA Note and Mortgage to secure



any penalties incurred if the affordability covenants are not followed. AN ATTORNEY'S ADVICE WILL BE HELPFUL TO YOU IN REVIEWING THESE DOCUMENTS.

I/We hereby acknowledge that I/we have read and understand this Disclosure Statement.

Execution at Time of Application for Deed-Restricted Housing

Witness:

\_\_\_\_\_, \_\_\_\_\_, Applicant

\_\_\_\_\_, \_\_\_\_\_, Applicant

Dated: \_\_\_\_\_

Reaffirmation at Title Closing

I/we have received and read a copy of the Covenant for Affordable Housing that is referenced on page 3 of this Disclosure Statement.

Witness:

\_\_\_\_\_, \_\_\_\_\_, Buyer

\_\_\_\_\_, \_\_\_\_\_, Buyer

Dated: \_\_\_\_\_



**Exhibit F**

**PRINCIPAL RESIDENCE AFFIDAVIT**

Reference is made to the following instruments of record and particular provisions thereof as identified.

1. A certain "Covenant for Affordable Housing" to be attached to the Unit Deed transferring Unit \_\_\_\_ in the \_\_\_\_\_ Condominiums ("Unit \_\_\_\_"), located at \_\_\_\_\_, Boston, Massachusetts (the "Covenant").

2. Section 4 of the Covenant, entitled "Covenant; Owner-Occupancy", provides in relevant part as follows:

"...Owner shall occupy the Premises as his or her or their principal residence..."

The foregoing shall hereinafter be referred to as the "Principal Residence Requirement".

The undersigned, the purchaser of Unit \_\_\_\_\_ in the \_\_\_\_\_ Condominiums ("Unit \_\_\_\_"), located at \_\_\_\_\_, Boston, Massachusetts, hereby certifies to the BOSTON REDEVELOPMENT AUTHORITY as follows:

(a) I have read the Covenant and fully understand the Principal Residence Requirement; and

(b) I intend to use and occupy Unit \_\_\_\_\_ as my principal residence and have not purchased said unit for rental purposes.

\_\_\_\_\_  
DATE: \_\_\_\_\_

**THE COMMONWEALTH OF MASSACHUSETTS**

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 was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



## Exhibit G

### BOSTON REDEVELOPMENT AUTHORITY NOTE

I, \_\_\_\_\_ (the "Borrower") of Unit # \_\_\_\_\_, 374-398 Bunker Hill Street Charlestown 374-398 Bunker Hill Street, Charlestown 374-398 BUNKER HILL STREET, CHARLESTOWN, Massachusetts (the "Property"), in consideration of subsidies provided by the Boston Redevelopment Authority ("BRA"), enabling me to purchase the Property, the receipt of which is hereby acknowledged, [jointly and severally] promise to pay to the BRA, a public body politic and corporate, duly organized and existing pursuant to Chapter 121B of the Massachusetts General Laws, or order, the principal sum determined in Section 1 below.

1. Calculation of Principal. The principal sum payable hereunder is calculated as one hundred twenty percent (120%) of the positive difference, if any, between (a) the resale price of the Property and (b) the Maximum Resale Price for the Property, plus costs. For these purposes, any release of indebtedness by a mortgagee of the Property or otherwise made in connection with the conveyance of the Property shall be deemed to be consideration equivalent to a cash payment to the Borrower and shall be included in the resale price.
2. Subordination. The payment of principal hereunder shall be subordinate to the mortgage to \_\_\_\_\_ with respect to the Property in an original principal amount not to exceed the **Maximum Resale Price** as stated in the BRA Certificate recorded of even date herewith.
3. Maturity. This Note shall be due and payable in full upon any sale or transfer of the Property provided, however, that if the Borrower sells the Property in compliance with the terms and covenants contained or referenced in the Deed to the Property, then this Note shall be forgiven and shall be of no further force or effect; and further provided that all obligations hereunder shall terminate, and the principal hereunder forgiven, on the date which is fifty (50) years from the date hereof.
4. Security. This Note is secured by a Mortgage of even date on the Property to be duly recorded at the Suffolk County Registry of Deeds and Suffolk County Registry District of the Land Court, as appropriate.
5. Default; Acceleration; Costs. At the sole option of the BRA, and upon fifteen (15) days notice to any senior lien holder, this Note shall become due and payable without demand or further notice, upon the occurrence of any breach of the covenants and agreements contained or referenced herein or in any mortgage encumbering the Property not cured within applicable grace periods, including those contained in the Mortgage given in connection with this Note, the terms of which are expressly incorporated herein. The Borrower shall pay all costs and expenses of collection, including reasonable attorneys' fees, incurred or paid by the BRA in enforcing this Note or the obligations hereby evidenced, to the extent permitted by law.



6. Waiver by Borrower. The Borrower hereby waives presentment, demand for payment, notice of dishonor, and any and all other notices or demands in connection with the performance, default or enforcement of the Note.

7. No Waiver by BRA. No delay or omission by the BRA in exercising or enforcing any of the BRA's powers, rights, privileges, remedies, or discretions hereunder shall operate as a waiver thereof on that occasion nor on any other occasion. No waiver of default hereunder shall operate as a waiver of any other default hereunder, nor as a continuing waiver.

8. Assignment. Borrower's obligations hereunder may not be assigned without the prior written consent of the BRA.

9. Seal; Construction. This Note shall take effect as an instrument under seal and shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Witness



Exhibit H

**BOSTON REDEVELOPMENT AUTHORITY MORTGAGE**

THIS MORTGAGE (the "Mortgage") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ of Unit # \_\_\_\_\_, 374-398 Bunker Hill Street, Charlestown, Massachusetts (the "Mortgagor") and the Boston Redevelopment Authority, a public body politic and corporate, duly organized and existing under Massachusetts General Laws Chapter 121B, as amended, with an address of One City Hall Square, Boston, Massachusetts 02201-1007 (the "Mortgagee").

To secure the repayment of the indebtedness evidenced by the Note of even date herewith, including any extensions, renewals, replacements and amendments thereof, and to secure the performance of the covenants, restrictions and agreements of the Mortgagor as set forth in the Note, in this Mortgage and in all other documents now or hereafter executed by the Mortgagor incident to Mortgagor's purchase of the Premises, the Mortgagor hereby GRANTS AND CONVEYS to the Mortgagee WITH MORTGAGE COVENANTS the property known as Unit # \_\_\_\_\_, being a condominium unit in the \_\_\_\_\_ ("Condominium"), said Unit and property being more fully described in Exhibit A attached hereto.

Together with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil, and gas rights and profits, water, water rights, and water stock, and all fixtures of whatever kind or nature, now or hereafter attached to the property, all of which, including replacements and additions thereto shall be deemed to be and remain a part of the property conveyed by the Mortgage and all the foregoing, together with said property are hereafter referred to as the "Property".

Mortgagor covenants that mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property, and that Mortgagor will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements, or restrictions of record.

1. Mortgagor's Covenants. The Mortgagor for itself and its successors and assigns, covenants and agrees as follows:

- a. To perform and observe all of the covenants, restrictions and conditions of this Mortgage and of the Note referenced above, the terms of which are expressly incorporated herein;
- b. To keep the Property in such repair and condition as they may be put in while this mortgage is outstanding, and not to commit, permit or suffer any waste, impairment or deterioration of the property or any part thereof;



c. Not to use or permit the Property to be used in violation of any law or municipal ordinance or regulation or for any unlawful or improper purpose;

d. That in the event the ownership of the Property, or any part thereof, becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to the mortgage and the debt hereby secured and in the same manner as with the Mortgagor, without in any vitiating or discharging the Mortgagor's liability hereunder or upon the debt hereby secured. Except as herein provided, no sale of the premises hereby mortgaged and no forbearance on the part of the Mortgagee and no extension whether oral or in writing of the time for the payment of the debt hereby secured given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein, either, in whole or in part;

e. To pay when due all taxes, charges, assessments and all water and sewer charges assessed on the Property;

f. To keep the Property insured against fire and such other hazards;

g. At the sole option of the Mortgagee, the entire mortgage debt shall become due and payable upon fifteen (15) days notice to the Borrower and to any senior lien holder, without demand or further notice, upon an Event of Default as defined below;

h. The following shall constitute an Event of Default for which the Mortgagee shall have the STATUTORY POWER OF SALE:

(i) Any breach of the covenants and agreements contained or referenced herein;

(ii) in the event that the ownership of the Property, or any part thereof, shall become vested in any other person or persons without the prior consent of the Mortgagee;

(iii) in the event Mortgagor is declared in default of any other valid mortgage lien on the Property;

(iv) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy or insolvency laws by or against the Mortgagor or any endorser or guarantor hereof; or

(v) levy, seizure or attachment of the Property.

2. Headings. The paragraph headings throughout this instrument are for convenience



and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Mortgage.

3. Forbearance by Mortgagee Not a Waiver. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage.

4. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

5. Severability. In the event that any provision or clause of this Mortgage conflicts with applicable law such conflict shall not affect other provisions of the Mortgage, which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage are declared to be severable.

6. Waiver; Amendment. No term or provision of this Mortgage may be waived or amended except by an instrument in writing and signed by the party against whom enforcement is sought.

7. Assignment; Assumption. This Mortgage and Mortgagor's obligations hereunder may be assigned to and assumed by a successive owner of the Property only upon the express written consent of the Mortgagee.

8. Discharge. Upon payment of all sums secured by this Mortgage then Mortgagee shall discharge this Mortgage. Such release shall be provided without cost to Mortgagor. Mortgagor shall pay all costs of recording, if any.

9. Subordination. Mortgagee agrees that this mortgage shall be subordinate to the mortgage to \_\_\_\_\_ in the amount not to exceed the **Maximum Resale Price** as stated in the BRA Certificate recorded of even date herewith.

10. Construction of Agreement. Wherever the words "Mortgagor" and "Mortgagee" are used herein they shall include the successors, grantees and assigns of the parties named above, subject to the limitations of law and this instrument. The words "holder" and "holder hereof", as used herein, shall mean the Mortgagee named at the beginning of this instrument, and any subsequent holder or holders of this Mortgage. No term or provision of this Mortgage may be waived or amended except by an instrument in writing and signed by the party against whom enforcement is sought.

All covenants and agreements of Mortgagor shall be joint and several. Whenever



used, the singular number shall include the plural, the plural number shall include the singular and the use of any gender shall include all genders and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

This Mortgage shall be governed and construed in accordance with the law of the Commonwealth of Massachusetts, and shall take effect as a sealed instrument.

WITNESS the execution hereof under seal as of this \_\_ day of \_\_\_\_\_, 20\_\_.

Mortgagor:

\_\_\_\_\_

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires: