



FRANKLIN HOUSING TRUST

355 East Central Street, Franklin, MA 02038

FRANKLIN AFFORDABLE HOUSING LOTTERY

32 Brandywine Road Franklin, Massachusetts



SALES PRICE - \$247,000

7 Rooms, Four Bedrooms, 2.5 Baths, Central Air, Gas Heat, 2 Car Garage

INFORMATION PACKET

This packet contains specific information on the background, eligibility requirements, selection priority categories, application process and the affordable housing program. You are invited to read this information and submit an application if you think that you meet the eligibility requirements. This lottery is the first step in the application process and does not assure that you will be able to purchase this home. If you are selected in the lottery, you must then execute a purchase and sale agreement with the seller and be able to secure a mortgage and establish a closing date within 30 days.



Equal Housing Opportunity

Please refer to the Application for all information required for an application to be considered complete.



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BACKGROUND

The Town of Franklin has available for purchase a four bedroom two and one half bathroom, colonial style home. The home is in the Brandywine Village Subdivision. This home has a deed rider attached to the deed so that they remain affordable to subsequent purchasers. A sample deed rider is attached to this information packet. The Town also retains a right of first refusal on the property.

The four-bedroom home is a re-sale unit that the Town has elected to find an income eligible purchaser qualified to purchase the home. Photograph and Assessor's records are part of this information packet.

Since it is anticipated that there will be multiple interested and eligible applicants, the Town will conduct an application process and lottery to rank the eligible applicants for the program.

The lottery will be held for all qualified applicants who submit their applications before the June 19th deadline.

ELIGIBILITY REQUIREMENTS

Q: Who is eligible to apply for the affordable home in Franklin?

A. People whose income qualifies within the eligibility requirements as established by the Department of Housing and Community Development based on median incomes as established by HUD.

Q: What are the eligibility requirements?

A: To be eligible to purchase, you must meet the definition of “first time home buyer” and your annual household income and asset level must be within a particular range set by maximum and minimum income and a maximum asset level.

First time home buyer.

You must be a first time home buyer. A first time home buyer is defined as not having owned a home within the past three years **or** is a displaced homemaker (within the past year).

The members of the household shall not have owned a home within three years preceding the application, with the exception of:

- a. displaced homemakers, where the displaced homemaker (an adult who has not worked full-time, full-year in the labor force for a number of years but has, during such years, worked primarily without remuneration to care for the home and family), while a homemaker, owned a home with his or her partner or resided in a home owned by the partner;
- b. single parents, where the individual owned a home with his or her partner or resided in a home owned by the partner and is a single parent (is unmarried or legally separated from a spouse and either has 1 or more children of whom the individual has custody or joint custody, or is pregnant);
- c. households that owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations; and
- d. households that owned a property that was not in compliance with State, local or model building codes and that cannot be brought into compliance for less than the cost of constructing a permanent structure.

Maximum Income

To be eligible to apply for an affordable home, the **combined annual income for all income sources* of all income-earning members in the household** must be at or below eighty percent of median income for the local area. Income in most cases is defined as **gross income** as reported to the IRS. The maximum income allowed for this program is:

<u>Household Size</u>	<u>Income Limit</u>
1	\$ 51,150
2	\$ 58,450
3	\$ 65,750
4	\$ 73,050
5	\$ 78,900
6	\$ 84,750
7	\$ 90,600

*Income includes wages, retirement income, business income, veterans' benefits, alimony/child support, unemployment compensation, social security, deferred compensation, pension/disability, supplemental second income, interest and dividend income.

Asset Limits

Households shall not have total gross assets exceeding \$75,000 in value. Assets may include cash, cash in savings and checking accounts, net cash value of stocks, real property, bonds, and capital investments. The value of personal property shall be excluded.

Q: How long will the home be designated affordable?

A: It is intended and agreed that the home will be designated affordable in perpetuity. A Deed rider subject to approval by the Local Authority and the purchaser will be executed. The Deed rider will be filed with the Norfolk County Registry of Deeds.

What Does This Mean to You?

This means that if you qualify and agree to purchase this home at the affordable price, you agree to the following:

If you wish to sell or refinance your home, you must inform the Local Authority (Town of Franklin, Administrator's Office). You must have approval from the Local Authority before you can proceed. This process is to assure that the home remains in the affordable pool. You can never access more than the "Maximum Resale Price" in value from your home.

The Town of Franklin has a “Right of First Refusal” on your home.

A sample Deed Rider is attached to this information packet and you should read it carefully and be aware of how it will affect you.

SELECTION PROCESS

Q: How will applicants be selected?

A: **Completed** applications will be accepted until 4:00 pm June 19, 2017.

Q: Is there a Local Preference?

A: There is no local preference for this home. All applicants will be preferenced on a need for bedrooms.

Q: How will applicants be selected through the lottery?

A: Households submitting a **complete** application by the application deadline will then be qualified as to eligibility based on submitted documentation for consideration through the lottery process. All qualified eligible applicants will be drawn and given a number. The home will be awarded by proceeding down the ranked list of applicants and the top household consisting of the appropriate household size (5+ persons based on four bedrooms) will be notified. The lottery winner must then secure a loan and enter into an agreement with the seller. Late or incomplete applications will not be considered for the lottery- **no exceptions**.

Q: How is appropriate household size determined and what happens to households that don't meet the criteria?

A: Household size shall be appropriate for the number of bedrooms in the dwelling unit. A **minimum** household size of 5 persons is necessary for a four-bedroom home. If there are no qualifying households of at least 5 persons, then the next household on the list consisting of at least 4 persons would be selected and so forth until a qualified household able to purchase the home is reached.

APPLICATION PROCESS AND SCHEDULE

Q: What is the schedule for applications and the lottery?

A: Applications are available at the Municipal Building, the Public Library, and online at [www.franlinma.gov/Administrator/Municipal Affordable Housing Trust](http://www.franlinma.gov/Administrator/MunicipalAffordableHousingTrust). The town will be publicizing the availability of this affordable housing opportunity in Franklin and distributing applications and this Information Packet to all interested parties. Applications are due in the Town Administrator's Office on Monday, June 24, 2017 at 4:00 PM.

Completed applications, including all required documentation, may be mailed or delivered to:

**Town Administrator's Office
Housing Lottery
355 East Central Street
Franklin, MA 02038**

Wednesday, May 31, 2017: A Public Workshop will take place at the Council Chambers at the Town Hall in Franklin, MA at 6:00 PM to answer questions about the eligibility requirements, priorities for selection, and the lottery process.

June 24, 2017: Households interested in applying for the home should submit a **completed** application including all required documentation to participate in the lottery. Deadline is 4:00 pm on June 19, 2017 in the Town Administrator's Office.

**Late or incomplete applications will not be entered into the Lottery
NO EXCEPTIONS!**

The lottery for 32 Brandywine Road will take place on **Saturday, June 24, 2017** at 10:00 am at the Council Chambers in Franklin Town Hall, Franklin, MA. You do not have to be present to win.

Unofficial Property Record Card - Franklin, MA

General Property Data

Parcel ID 216-068-000-000	Account Number
Prior Parcel ID --	Property Location 32 BRANDYWINE RD
Property Owner MCKAY AARON D MCKAY JESSICA	Property Use ONE FAMILY
Mailing Address 32 BRANDYWINE RD	Most Recent Sale Date 12/31/2008
City FRANKLIN	Legal Reference 26234-418
Mailing State MA Zip 02038	Grantor MCKAY, AARON D
ParcelZoning AFRD	Sale Price 1
	Land Area 0.759 acres

Current Property Assessment

Card 1 Value	Building Value 132,500	Xtra Features Value 0	Land Value 104,100	Total Value 236,600
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Building Description

Building Style CONTEMPORARY	Foundation Type CONCRETE	Flooring Type CARPET
# of Living Units 1	Frame Type WOOD	Basement Floor CONCRETE
Year Built 2007	Roof Structure GABLE	Heating Type FORCED H/A
Building Grade GOOD (+)	Roof Cover ASPHALT SHGL	Heating Fuel GAS
Building Condition Good	Siding VINYL	Air Conditioning 100%
Finished Area (SF) 2520	Interior Walls DRYWALL	# of Bsmt Garages 0
Number Rooms 7	# of Bedrooms 4	# of Full Baths 1
# of 3/4 Baths 1	# of 1/2 Baths 1	# of Other Fixtures 1

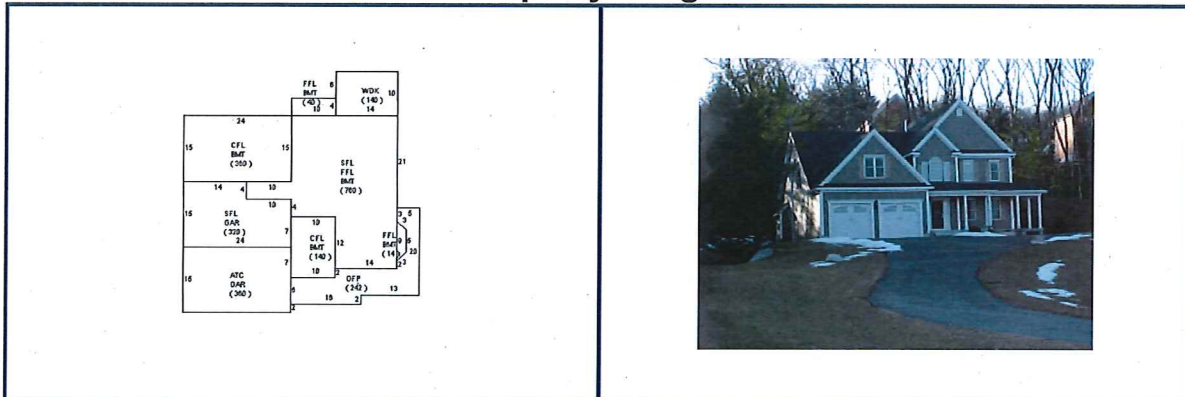
Legal Description

DEV-BLDR LOT 42 PLAN 3622 BRANDYWINE VILLAGE PLAN 3827 MARINELLA DEV., LLC

Narrative Description of Property

This property contains 0.759 acres of land mainly classified as ONE FAMILY with a(n) CONTEMPORARY style building, built about 2007, having VINYL exterior and ASPHALT SHGL roof cover, with 1 unit(s), 7 room(s), 4 bedroom(s), 1 bath(s), 1 half bath(s).

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.

**BRANDYWINE VILLAGE
FRANKLIN, MA**

STANDARD SPECIFICATIONS:

EXTERIOR:

- Poured 10" concrete foundation
- Stone filled footing
- Perimeter drains
- Anderson tilt-in windows w/grills between glass
- Paved driveway (binder & top coat)
- Concrete walkway
- Vinyl siding
- Shutters
- Wood trim
- 25 year architectural shingles
- Ice & water barrier shield
- Tar paper on roof
- GFI electrical outlets front & back
- Pressure treated deck
- Town water
- Town sewer
- Natural gas
- Underground utilities
- Outside spigots front & back
- Staircase from garage to basement on Models A&B
- No bulkhead
- Mailbox with granite post

BRANDYWINE VILLAGE – Specifications continued

INTERIOR:

Four Bedrooms, 2.5 baths

- ❑ 2x4 wall construction
- ❑ Insulation – walls 3 ½ fiberglass batting R-13
- ❑ Basement ceiling R19 fiberglass R-30
- ❑ Smoke detectors
- ❑ Carbon monoxide detectors
- ❑ Gas fired 40 gallon hot water heater
- ❑ 2 zone FHA heat by gas
- ❑ Washer & electric dryer hook-up
- ❑ Stainless steel kitchen sink
- ❑ Fiberglass tub/shower units
- ❑ Painted six panel masonite doors
- ❑ Painted woodwork
- ❑ 3 telephone jacks, 2 cable outlets
- ❑ Cabinet layout per plan
- ❑ Ceramic tile in foyer, kitchen, & baths
- ❑ Carpet all other floors
- ❑ Laminate counters in bathrooms & kitchen
- ❑ Gas fireplace

Real Estate Taxes:

FY 2017 Tax Rate is \$14.58 per \$1,000/Valuation

Estimated bill: \$3,601

School District: Helen Keller Elementary – Lincoln Street
Annie Sullivan Middle – Lincoln Street
Franklin High School – Oak Street

**BRANDYWINE VILLAGE
FRANLIN, MA 02038**

Disclaimer

For General Informational Purposes, Only

The Town of Franklin makes no warranties or representations, either expressly or implied, as to the accuracy of any plans, specifications, or other written materials or any verbal information, relating to Brandywine Village or individual residences therein which any of its employees transmit or present to any affordable unit lottery participant or prospective participant; if you have specific questions, please consult either the developer directly through the Marketing Agent listed above or your own attorney.



TOWN OF FRANKLIN



Equal Housing Opportunity

AFFORDABLE HOME APPLICATION

(All Pages of Application Must Be Completed and Returned to Maxine Kinhart, Town Administrator's Office, 355 East Central Street, Franklin, MA 02038 (508) 520-4949)

Applicant Name	Address	Total Annual Income
Co-Applicant Name	Address	Total Annual Income

Telephone Numbers		
D:	E:	Cell:

Below are the Income Limits used by the Department of Housing and Community Development and are based on 80% of the Median (family of 4) Income as established by HUD.

	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person
Max-Income (80% Limits)	\$ 51,150	\$ 58,450	\$ 65,750	\$ 73,050	\$ 78,900	\$ 84,750	\$ 90,600

Maximum Household Asset Limit is \$75,000 – See Asset Information Sheet

List all who will live in the home (individual/s, children, parents, etc.). Income from all sources must be disclosed. If a household member is a full-time student over age 18 – include amount of income, only \$480 counts, and name and address of school attending*.

Household Member	Date of Birth	Relationship	Income	<u>Check if Full Time Student over 18 yrs.</u>



➤ You must be a first time homebuyer (No household member has owned outright or jointly a home within the past three years.) and cannot own a home including in trust with the exception of:

a. displaced homemakers, where the displaced homemaker (an adult who has not worked full-time, full-year in the labor force for a number of years but has, during such years, worked primarily without remuneration to care for the home and family), while a homemaker, owned a home with his or her partner or resided in a home owned by the partner;

b. single parents, where the individual owned a home with his or her partner or resided in a home owned by the partner and is a single parent (is unmarried or legally separated from a spouse and either has 1 or more children of whom the individual has custody or joint custody, or is pregnant);

d. households that owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations; and

e. households that owned a property that was not in compliance with State, local or model building codes and that cannot be brought into compliance for less than the cost of constructing a permanent structure.

➤ In accordance with DHCD regulations, household size and the need for available bedrooms will be a factor in awarding lottery homes. Units with more than one bedroom must have at least two family members.

➤ Individuals with a financial interest in the development, or family, are not eligible.

➤ The Town of Franklin is an Equal Opportunity Housing Supporter. For the purpose of compliance with affirmative fair marketing, at your option, please indicate if you or family member(s) who will live in the home are:

- Native American or Alaskan native
- Asian
- Black or African American
- Native Hawaiian or Pacific Islander
- Hispanic or Latino
- Other (not white)
 - Applicant/Co-Applicant
 - Family Member(s)

- As part of the Application, I am providing the following required documents and I understand that my application will be incomplete if submitted without all the required documentation.
 - ❑ The most recent three years signed Federal Tax Returns– all pages
 - ❑ Five current pay stubs indicating year to date income
 - ❑ Three years of W-2's and 1099-R Forms
 - ❑ Documentation proving local preference status if applicable
 - ❑ Three most current statements for **all** bank accounts, brokerage accounts, etc. – all pages
 - ❑ Asset Information Sheet and Income Worksheet and supporting documentation
 - ❑ A photo ID (license, passport, or equivalent)

- I understand that incomplete applications will be rejected and will **not** be entered into lottery.

- I understand that I must be able to make a down payment (assumed 3%, 1.5% must be from the buyer's own funds) and obtain a mortgage for the property and if I cannot, I will be disqualified. **A pre-approval letter from a mortgage provider is required for entrance into a lottery, but not required for submission of application for a wait list.**

- Applicant must remain eligible with regard to family size, income, and asset limitations throughout the entire process up until and including the closing on the property.

- Applicant must agree to deed restrictions that will limit profits at resale and insure that new owners are income eligible. I understand that deed restrictions require me to seek approval from the Town and DHCD prior to refinancing or making capital improvements to my home. Such restrictions are attached to the deed in perpetuity.

- Persons with disabilities are entitled to reasonable accommodation.

I certify that I have read and understand the preceding and the information I have provided is true and that all household members indicated will reside with me in the house. I understand that in addition to this application, I am obligated to qualify under the most recent rules and regulations (The Guidelines) as amended from time to time by the Department of Housing and Community Development. All Adult members of the household must sign.

Signature	Date
Signature	Date
Signature	Date

INCOME INFORMATION WORKSHEET

Please complete the following Income Information Worksheet for **all household members**. Income is from all sources. Copy or use additional sheets if necessary.

Attach paystubs for 5 most current pay periods and 3 months statements for all accounts.

Household Member Name	Source of Income	Total Gross Monthly	Total Gross Annual
	Employer Name:		
	Employer Name:		
	Employer Name:		
	Employer Name:		
	Self-Employed (Name):		
	Self-Employed (Name):		
	Child Support/Alimony:		
	Other Income (Name/Source):		
	Social Security		
	Social Security		
	SSDI		
	SSDI		
	Unemployment Compensation		
	Workman's Compensation		
	Pension Fund Payments(Source):		
	Pension Fund Payments(Source):		
	Retirement Funds Payments(Source):		
	Retirement Funds Payments(Source):		
	Retirement Funds Payments(Source):		
	Title IV/TANF		
	Interest Income(Source):		
	Interest Income(Source):		



ASSET INFORMATION SHEET

Please complete the following Asset Information for **all household members**. The Asset limit is \$75,000. Assets include liquid assets, cash in checking, savings accounts or money market accounts; CD's, stocks, bonds, and other forms of capital investments, excluding equity accounts in homeownership programs or state assisted public housing escrow accounts. Retirement Accounts are Assets. Use separate sheet if necessary.

Attach most current 3 statements for all accounts.

TYPE – Cash	NAME on	ACCOUNT	INTEREST RATE
Institution Name	ACCOUNT	BALANCE	
Checking: _____ _____	_____ _____	_____ _____	_____ _____
Savings: _____ _____	_____ _____	_____ _____	_____ _____
Money Market: _____ _____	_____ _____	_____ _____	_____ _____

TYPE – OTHER	NAME	ACCOUNT	INTEREST RATE
		BALANCE	
Certificates of Deposit:			
Stocks, Bonds, Investment Portfolios:			
Trusts:(If receiving payments from Trusts, include as income.)			

TYPE – RETIREMENT (If drawing from these, include as income, not asset.)	NAME on ACCOUNT	ACCOUNT BALANCE	INTEREST RATE
IRA:			
KEOGH:			
Pension:			
Annuity:			
Retirement – Other			

Real Estate

Do you or anyone on this application currently own a home that must be sold to purchase a property in this lottery?	<input type="radio"/> Yes <input type="radio"/> No
If yes, type of property:	
Location of property:	\$
Appraised Market Value:	\$
Mortgage or outstanding loans balance due:	\$

Applicant Signature/Date

Co-Applicant Signature Date

Signature (Adult Household Member)/Date

Signature (Adult Household Member) Date



TOWN OF FRANKLIN

Please check and fill in the following items that apply to you

- I/We certify that our household is _____ persons.
- I/We certify that we have a need of _____(number) of bedrooms.
- I/We certify that our annual household income is _____. Income from all family members has been included.
- I/We certify that my/our total assets do not exceed the asset limit of \$75,000 as defined in the application. I/We certify that we qualify as first-time homebuyers, as defined in the application.
- I/We certify that I/we have received a Local Initiative Program Disclosure Statement and I/We understand the resale/refinance restrictions that will be placed on this home.
- If applicable, I/We certify that at least one member of our household qualifies under the Local Preference category.
- If applicable, I/We certify that at least one member of our household qualifies under the Minority Preference category.

I/We certify that the information contained in this application is true and accurate to the best of my/our knowledge and belief under full penalty of perjury. I/We understand that perjury will result in disqualification from further consideration.

I/We understand that if selected in the lottery, The Town of Franklin does not guarantee that I/We will be able to purchase a home. I/We understand that all application data will be verified and my qualifications will be reviewed in detail.

I/We understand that it is my/our obligation to secure the necessary mortgage for the purchase of the home and all expenses, including closing costs and down payments, are my/our responsibility.

I/We further authorize the Town of Franklin or their designee to verify any and all income and asset and other financial information, to verify any and all household, resident location and workplace information and direct any employer, landlord, or financial institution to release any information to the Town of Franklin or their designee.

I/We have completed an application and have reviewed and understand the process that will be used to award affordable homes through the lottery process.

Applicant Signature

Date

Co-Applicant Signature

Date

KEEP THIS DOCUMENT ACCESSIBLE
IT CONTAINS VALUABLE CONTACT INFORMATION

HOMEBUYER DISCLOSURE STATEMENT

This Homebuyer Disclosure Statement summarizes your rights and obligations in purchasing this home. You are about to purchase a home located at _____, in _____, Massachusetts (the “Municipality”) at less than the home’s fair market value, under the Affordable Housing Program. When you sell the home, that same opportunity will be given to the new buyer. In exchange for the opportunity to purchase the home at less than its fair market value, you must agree to certain use and transfer restrictions. These restrictions are described in detail in a Deed Rider that will be attached to the deed to your home and recorded at the Registry of Deeds.

PLEASE REMEMBER:

- You must occupy this home as your primary residence;
- You must obtain consent from the Municipality before refinancing or granting any other mortgage, or making any capital improvements to your home;
- You must give written notice to the Municipality when you decide to sell your property.

The contact information for the Municipality is listed in the Deed Rider.

Please read the Deed Rider restriction in its entirety because it describes and imposes certain important legal requirements. It is strongly recommended that you consult an attorney to explain your legal obligations and responsibilities.

Primary Residence

You must occupy your property as your primary residence.

Refinancing and Capital Improvements

You must obtain the prior written consent of the Municipality before you do any of the following:



- Refinance an existing mortgage or add any other mortgage including a home equity loan; or

Make any Capital Improvements (for example, a new roof or a new septic system – see attached Capital Improvements Policy) if you wish to get credit for those costs (at a discounted rate) when you sell your home.

Before taking any action, please contact the Municipality for instructions on mortgaging, or making capital improvements to your home. If you do not obtain the required consent from the Municipality, you can be required to pay all of the proceeds from the transaction to the Municipality.

Resale Requirements

When you sell your home, you are required to give written notice to the Municipality of your desire to sell so that they may proceed to locate an Eligible Purchaser for your home. Your sale price will be computed by The Municipality based on the formula set forth in the Deed Rider to reflect your original purchase price plus certain limited adjustments.

The allowed sale price is defined as the “Maximum Resale Price” in the Deed Rider. It is calculated by adjusting the purchase price you paid for the home to reflect any change in the area median income from the time you purchased the home to the time of the resale plus:

- (a) The Resale Fee as stated in the Deed Rider;
- (b) Approved marketing fees, if any; and
- (c) Approved Capital Improvements, if any.

~~(iv)~~ The Maximum Resale Price can never be more than the amount which is affordable to an Eligible Purchaser earning 80% of the area median income, as determined by a formula set forth in the Deed Rider. The sales price will also never be less than the purchase price you paid, unless you agree to accept a lower price.

The Municipality has up to 90 days after you give notice of your intention to sell the home to close on a sale to an Eligible Purchaser, or to close on a sale to a Monitoring Agent, or to a buyer that one of them may designate. This time period can be extended, as provided in the Deed Rider, to arrange for details of closing, to locate a subsequent purchaser if the first selected purchaser is unable to obtain financing or *for lack of cooperation* on your part.

It is your obligation to cooperate fully with the Municipality during this resale period.

If an Eligible Purchaser fails to purchase the home, and none of the Municipality (or their designee) purchases the home, for a period of 60 days you may market the home for a price greater than or equal to 95% of its appraised value, after that you may sell your home for fair

market value, with anything over the maximum resale price going to the Town's Municipal Housing Trust Fund.

There is no commitment or guarantee that an Eligible Purchaser will purchase the home, or that you will receive the Maximum Resale Price (or any other price) for your sale of the home.

A sale or transfer of the home will not be valid unless the Compliance Certificate that confirms that the sale or transfer was made in compliance with the requirements of the Deed Rider is executed by the Municipality and recorded at the Registry of Deeds by the closing attorney.

If you attempt to sell or transfer the home without complying with the Deed Rider requirements, the Municipality may, among their other rights, void any contract for such sale or the sale itself.

Foreclosure

In the event that the holder of a mortgage delivers notice that it intends to commence foreclosure proceedings, the Deed Rider gives the Municipality an option to purchase the home for a period of 60 days after notice of the Lender's intent to foreclose.

If this foreclosure purchase option is exercised, the purchase price will be the greater of (i) the amount of the outstanding balance of the loan secured by the mortgage, plus the outstanding balance of the loans secured by any mortgages senior in priority, up to the Maximum Resale Price as of the date the mortgage was granted, plus any future advances, accrued interest and/or reasonable costs and expenses that the mortgage holder is entitled to recover, or (ii) the Maximum Resale Price at the time of the foreclosure purchase option, except that in this case the Maximum Resale Price may be less than the purchase price you paid. By signing the Deed Rider, you are agreeing that you will cooperate in executing the deed to the Municipality (or its designee) and any other required closing documents.

There is no commitment or guarantee that the Municipality will exercise the foreclosure purchase option, or that your Lender will receive the Maximum Resale Price (or any other price) in any foreclosure sale of the home. In addition, the foreclosing lender retains the right to pursue a deficiency against you.

Violation of Restriction Requirements

If you violate any of the Restriction terms, you will be in default and the Municipality may exercise the remedies set forth in the Deed Rider.

If the Municipality brings an enforcement action against you and prevails, you will be responsible for all fees and expenses (including legal fees). The Municipality can assert a lien against the home to secure your obligation to pay those fees and expenses.

Acknowledgements

By signing below, I certify that I have read this Homebuyer Disclosure Statement and understand the benefits and restrictions described. I further certify that I have read the Deed Rider and understand the legal obligations that I undertake by signing that document.

I also certify that I have been advised to have an attorney review this document and the Deed Rider with me.

Dated _____, 2017

Homebuyer

Witness

Homebuyer

Witness

DEED RIDER

***For Comprehensive Permit Projects in Which Funding is Provided
Through a Non-Governmental Entity***

annexed to and made part of that certain deed (the "Deed") from _____
 ("Grantor") to _____ ("Grantee") dated _____, 200_

RECITALS

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

WHEREAS, the Property is part of a project which was originally financed by a non-governmental entity pursuant to Guidelines for Housing Programs in Which Funding is Provided Through a Non-Governmental Entity (the "Guidelines") issued by the Department of Housing and Community Development ("DHCD"), and was granted a Comprehensive Permit (the "Comprehensive Permit") from the Municipality pursuant to an Agreement for Judgment dated April 30, 2004 by and between the parties in *Town of Franklin and Franklin Town Council v. Town of Franklin Zoning Board of Appeals and Joseph A. Loycano and Carole M. Loycano and Marinella Development LLC, NOCV2002-00824 under Chapter 40B of the Massachusetts General Laws (the "Act")*, which permit was recorded on May 7, 2004 at the Norfolk County Registry of Deeds (the "Registry") in Book 20979 at Page 238 as Document No. 84462.

WHEREAS, pursuant to the Guidelines, eligible purchasers such as the Grantee are given the opportunity to purchase certain property at a discount of the property's fair market value if the purchaser agrees to certain use and transfer restrictions, including the agreement to occupy the Property as a principal residence and to convey the Property on resale to an income-eligible purchaser, or to the Municipality, for an amount not greater than a maximum resale price, all as more fully provided herein; and

WHEREAS, in order to make it most likely that an income-eligible purchaser who can afford to buy the Property can be located when the Grantee desires to sell, the maximum resale price is limited by the percentage change in median income, with a credit for certain capital improvements, as more fully provided herein; and

WHEREAS, the Municipality has been retained to monitor compliance with the terms of this Deed Rider, and eligible purchasers such as the Grantee are required to pay to the Municipality, or its successor, a small percentage of the resale price upon the purchaser's conveyance of the Property, as more fully provided herein.

NOW, THEREFORE, as further consideration for the conveyance of the Property at a discount in accordance with the Guidelines, the Grantee, including his/her/their heirs, successors and assigns, hereby agrees that the Property shall be subject to the following rights and restrictions which are hereby imposed for the benefit of, and shall be enforceable by, the Municipality (as herein defined).

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

Affordable Housing Fund shall have the meaning set forth in Section 7 of the Regulatory Agreement.

Approved Capital Improvements means the documented commercially reasonable cost of capital improvements made to the Property, provided that such cost is approved by the Municipality and further provided that such cost was not previously included in the calculation of the Maximum Resale Price for any prior sale of the Property.

Example: The documented commercially reasonable cost of a new roof paid for by the Grantor may be included in the Maximum Resale Price on the sale to the Grantee, but the documented commercially reasonable cost of a new septic system included in the Maximum Resale Price when the Grantor purchased the Property is not included in calculating the Maximum Resale Price to the Grantee.

Area means the Primary Metropolitan Statistical Area which includes the Municipality.

Base Income Number means the most recently published Area median income number (MFI) as determined by HUD.

Chief Elected Official means in the case of the Municipality, the Chairman of the Town Council or an authorized designee.

Closing shall have the meaning set forth in Section 4(d) hereof.

Compliance Certificate shall have the meaning set forth in Section 4(j) hereof.

Comprehensive Permit means the comprehensive permit from the Municipality pursuant to an Agreement for Judgment dated April 30, 2004 by and between the parties in *Town of Franklin and Franklin Town Council v. Town of Franklin Zoning Board of Appeals and Joseph A. Loycano and Carole M. Loycano and Marinella Development LLC, NOCV2002-00824 under Chapter 40B of the Massachusetts General Laws (the "Act")*, which permit was recorded on May 7, 2004 at the Norfolk County Registry of Deeds (the "Registry") in Book 20979 at Page 238 as Document No. 84462 and which provides, among other things, that sixteen units,

including the one to which this deed rider is attached shall be affordable and remain so in perpetuity except as provided for in Section 6 of this deed rider.

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

Developer means the entity designated as the Developer in the Regulatory Agreement.

Eligible Purchaser means an individual(s) or household who qualifies as a First-Time Homebuyer (unless otherwise specified in the Guidelines) earning no more than eighty percent (80%) of the Base Income Number and, if applicable, owning assets not in excess of the limit set forth in the Guidelines, as amended from time to time. If HUD discontinues publication of median income statistics, then the Monitoring Agent shall designate another measure of eligible income. To be considered an Eligible Purchaser, the individual(s) or household must intend to occupy and thereafter occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent and the Municipality such certifications as to income and, if applicable, assets as the Monitoring Agent and Municipality may require to justify designation as an Eligible Purchaser.

Eligible Purchaser Certificate shall have the meaning set forth in Section 5(a) hereof.

First-Time Homebuyer means an individual(s) or household, none of whom have had an ownership interest in a principal residence at any time during the three (3)-year period prior to the purchase date of the Property.

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

Initial Sales Price means the price at which the Property is first sold by the Developer to an Eligible Purchaser.

Maximum Resale Price means the sum of (A) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (B) the Resale Fee, plus (C) Approved Capital Improvements, if applicable.

Monitoring Agent means CHAPA, as monitoring agent under the Monitoring Services Agreement, or any successor monitoring agent selected in accordance with the provisions of Section 6 of the Monitoring Services Agreement. The Monitoring Agent may also include the Municipality under contract with CHAPA (or any other duly selected successor monitoring agent) to provide a portion of the services under the Monitoring Services Agreement.

Monitoring Services Agreement means the Monitoring Services Agreement of even date with the Regulatory Agreement among the Developer, the Monitoring Agent, and the Municipality in the form attached as Exhibit D to the Regulatory Agreement.

Mortgage Satisfaction Amount shall have the meaning set forth in Section 6(b) hereof.

Municipal Compliance Certificate shall have the meaning set forth in Section 5(a) hereof.

Permitted Indebtedness shall have the meaning set forth in Section 6(a) hereof.

Permitted Mortgagee shall have the meaning set forth in Section 6(a) hereof.

Project means the sixty-four (64)-unit development located off Populatic Street in Franklin, Massachusetts, which, pursuant to the terms of the Comprehensive Permit and the Guidelines, includes 16 detached dwellings which shall be affordable and shall remain so in perpetuity except in cases as provided for in Section 6 of this deed rider.

Registry means the Norfolk County Registry of Deeds.

Regulatory Agreement means the Regulatory Agreement among the Monitoring Agent, the Municipality, the Bank and the Developer dated _____ and recorded with the Registry in Book _____, Page _____.

Related Party shall have the meaning set forth in Section 6(a) hereof.

Resale Fee means two and one-half percent (2.5%) of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Municipality as compensation for monitoring compliance with the terms of this Deed Rider, including the resale process, as more fully described in Section 11 hereof.

Resale Price Certificate means the certificate issued by the Monitoring Agent and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued by the Municipality in accordance with Section 3 of the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Grantee's sale of the Property, according to the terms of this Deed Rider, for so long as the restrictions set forth herein continue.

Resale Price Multiplier means _____, which is the number set forth in the most recently recorded Resale Price Certificate. The original Resale Price Multiplier was calculated by the Monitoring Agent by dividing the Initial Sale Price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser, and unless a new Resale Price Certificate is recorded as provided below and in accordance with Section 3 of the Regulatory Agreement, this number will be multiplied by the Base Income Number at the time of resale by the Grantee to determine (in part) the Maximum Resale Price on such resale. In the event that the purchase price paid for the Property by the Grantee includes Approved Capital Improvements, the Resale Price Multiplier will be recalculated by the Municipality by dividing the purchase price so paid (not including the Resale Fee) by the Base Income Number at the time of such purchase, and a new Resale Price Certificate will be recorded immediately following the recording of this Deed.

Example: Assume the Base Income Number at the time of the initial sale is \$80,800 and the Initial Sale Price is \$150,000. The Resale Price Multiplier would equal 1.86 ($150,000/80,800 = 1.86$). Then assume that at the time the initial purchaser sells the unit, the Base Income Number has increased to \$88,072 and the cost of Approved Capital Improvements (e.g., a new roof) equals \$5,000, the Maximum Resale Price (herein defined) would be calculated as follows: $\$88,072 \times 1.86 = \$163,814$ + the Resale Fee (herein defined) +\$5,000. If the subsequent purchaser sells the unit at a time when the Base Income Number is \$85,000, the Maximum Resale Price would be calculated as follows: (i) recalculated Resale Price Multiplier = 1.92 ($168,814/88,072 = 1.92$); (ii) $\$85,000 \times 1.92 = \$163,200$ + the Resale Fee + Approved Capital Improvements (if applicable).

Term means, unless terminated earlier according to Section 6 hereof, the period from the date hereof until the earliest to occur of (i) the termination of the term of affordability set forth in the Comprehensive Permit, (ii) the recording of a Compliance Certificate, (iii) the recording of an Eligible Purchaser Certificate and a new Deed Rider executed by the Eligible Purchaser referenced in the Eligible Purchaser Certificate, which new Deed Rider the Eligible Purchaser Certificate certifies is in form and substance satisfactory to the Municipality, or (iv) the conveyance of the Property to the Municipality and the recording of a Municipal Purchaser Certificate as set forth herein.

2. Owner-Occupancy/Principal Residence. The Property shall be occupied and used by the Grantee as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with the purpose of this Deed Rider is expressly prohibited.

3. Restrictions Against Leasing and Junior Encumbrances. The Property shall not be leased, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Municipality; provided, however, that this provision shall not apply to a first mortgage granted in connection with this conveyance. Any rents, profits, or proceeds from any transaction described in the last preceding sentence which transaction has not received the prior written consent of the Municipality shall be recoverable by the Municipality, together with all costs of collection, including attorneys fees, and shall be paid upon recovery and payment of costs to the Municipality for deposit to its Affordable Housing Trust Fund.

4. Provisions of Resale. (a) When the Grantee or any successor in title to the Grantee shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Grantee shall notify the Municipality in writing of the Grantee's intention to so convey the Property (the "Conveyance Notice"). The Conveyance Notice shall set forth the Resale Price Multiplier and the Maximum Resale Price of the Property. Upon receipt of the Conveyance Notice, the Municipality shall promptly begin locating an Eligible Purchaser. The Grantee shall fully cooperate with the Municipality's efforts to locate an Eligible Purchaser and will be required to hire a broker to assist the Municipality in locating an Eligible Purchaser, if so requested by the Municipality. The Eligible Purchaser located by the Municipality shall purchase the Property at the Maximum Resale Price within ninety (90) days after the

Municipality receives the Conveyance Notice, or such further time as reasonably requested to arrange for details of closing. The Municipality shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase shall occur within ninety (90) days after the Municipality receives the Conveyance Notice, or such further time as reasonably requested to arrange for details of closing. Any lack of cooperation by Grantee in resale efforts shall extend this period for the length of the delay caused by such lack of cooperation, not to exceed an additional ninety (90) days.

(b) The Municipality shall devote diligent marketing efforts to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above. If more than one Eligible Purchaser is located through diligent marketing efforts of the Municipality, it shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to the conveyance of the Property. The procedure for locating and selecting an Eligible Purchaser shall be approved as provided in the Regulatory Agreement.

(c) If an Eligible Purchaser is selected to purchase the Property, or if the Municipality elects to purchase the Property, the Property shall be conveyed by the Grantee to such Eligible Purchaser or to the Municipality as the case may be, by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Grantor to Grantee, (v) such additional easements, restrictions, covenants and agreements of record as the Eligible Purchaser or the Municipality, as applicable, consents to, such consent not to be unreasonably withheld or delayed, and (vi) a Deed Rider satisfactory in form and substance to the Municipality which the Grantee hereby agrees to annex to said deed.

(d) Said deed shall be delivered and the purchase price paid (the "Closing") at the Registry, or at the option of the Eligible Purchaser (or the Municipality, if the Municipality is purchasing the Property), exercised by written notice to the Grantee at least five (5) days prior to the delivery of the deed, at such other place as the Eligible Purchaser (or the Municipality, if the Municipality is purchasing the Property) may designate in said notice. The Closing shall occur at such time and on such date as shall be specified in a written notice from the Eligible Purchaser (or the Municipality if the Municipality is purchasing the Property) to the Grantee, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in subsection (a) above.

(e) To enable Grantee to make conveyance as herein provided, Grantee may, if so desired at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed. Nothing contained herein as to the Grantee's obligation to remove defects in title or to make conveyance or to deliver possession of the

Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the election of the Eligible Purchaser or the Municipality to take title, nor anything else in this Deed Rider shall be deemed to waive, impair or otherwise affect the priority of the Municipality's rights herein over matters appearing of record, or occurring, at any time after the recording of this Deed Rider, all such matters so appearing or occurring being subject and subordinate in all events to the Municipality's rights herein.

(f) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the Eligible Purchaser or by the Municipality.

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

(h) If Grantee shall be unable to give title or to make conveyance as above stipulated, or if any change of condition in the Property not included in the above exception shall occur, then Grantee shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition hereby provided for. The Grantee shall use best efforts to remove any such defects in the title whether voluntary or involuntary and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Grantee that such defect has been cured or that the Property has been so restored. The Eligible Purchaser (or the Municipality, if the Municipality is purchasing the Property) shall have the election, at either the original or any extended time for performance, to accept such title as the Grantee can deliver to the Property in its then condition and to pay therefore the purchase price without deduction, in which case the Grantee shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Grantee shall, unless the Grantee has previously restored the Property to its former condition, either:

(A) pay over or assign to the Eligible Purchaser or the Municipality, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonable expended by the Grantee for the partial restoration, or

(B) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the Eligible Purchaser or to the Municipality a credit against the purchase price, on delivery of the deed, equal to said amounts so retained by the holder of the said mortgage less any amounts reasonably expended by the Grantee for any partial restoration.

(i) If the Municipality is successful in locating an Eligible Purchaser within ninety (90) days after receipt of the Conveyance Notice, but the Eligible Purchaser is unable to secure mortgage financing so as to be able to complete the purchase of the Property, the Municipality will have an additional sixty (60) days from the date of written notification from the first Eligible Purchaser that he/she/they are unable to complete the purchase, to find another Eligible Purchaser to purchase the Property.

(j) If the Municipality fails to locate an Eligible Purchaser who purchases the Property within ninety (90) days (with any requested additional time for closing details) after receipt of the Conveyance Notice (or within the sixty (60)-day period allowed under the previous subsection), and the Municipality does not purchase the Property during said period, then, subject to the provisions of subsection (l) of this Section 4, no later than six (6) months following expiration of such period, the Grantee may convey the Property to any third party at no less than fair market value free and clear of all rights and restrictions contained herein, including, but not limited to the Maximum Resale Price, provided, however, all consideration and payments of any kind received by the Grantee for the conveyance of the Property to the third party which exceeds the Maximum Resale Price shall be immediately and directly paid to the Municipality for deposit to its Affordable Housing Trust Fund. Upon receipt of this excess amount, the Municipality shall issue to the third party a certificate (the “Compliance Certificate”) in recordable form reflecting the Municipality's receipt of the excess amount, if any, that all rights, restrictions, agreements and covenants contained herein are henceforth null and void and that the sale of the Property to the third party is consistent with the terms of this Deed Rider. This Compliance Certificate is to be recorded in the Registry. This Compliance Certificate may be relied upon by the then owner of the Property and by third parties as constituting conclusive evidence that such excess amount, if any, has been paid to the Municipality and that the rights, restrictions, agreements and covenants set forth herein are null and void. The sale price to a third party shall be subject to the Municipality's prior approval, giving due consideration to such factors as the appraised value of the Property, time on the market, marketing efforts and economic conditions.

(k) The Grantee understands and agrees that nothing in this Deed Rider or the Regulatory Agreement in any way constitutes a promise or guarantee by the Municipality that the Grantee shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(l) In the event that the Closing of the sale of the Property to an Eligible Purchaser or the Municipality does not occur within one hundred twenty (120) days of the date the Municipality receives the Conveyance Notice (plus the additional sixty (60) days allowed under subsection (i) of this Section 4), the Grantee shall have the following six (6) months to sell the Property at a price greater than or equal to 95% of its appraised value (determined by an appraiser acceptable to the Municipality). If the Property is not sold at such a price within such six (6)-month period, and only if the Base Income Number has been reduced within such time, at the end of such six (6)-month period the Municipality shall have a new ninety (90)-day period to locate an Eligible

Purchaser to purchase the Property, at the reduced Maximum Resale Price calculated on the basis of the reduced Base Income Number.

5. Resale and Transfer Restrictions. (a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Grantee, the Grantee's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the Eligible Purchaser (as located and defined in accordance with Section 4 above) or the Municipality, to the then owner of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and (i) if the Property is conveyed to an Eligible Purchaser, unless a certificate (the "Eligible Purchaser Certificate") is obtained and recorded, signed and acknowledged by the Municipality which Eligible Purchaser Certificate refers to the Property, the Grantee, the Eligible Purchaser thereof, and the Maximum Resale Price therefore, and states that the proposed conveyance, sale or transfer of the Property to the Eligible Purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and unless there is also recorded a new Deed Rider executed by the Eligible Purchaser, which new Deed Rider is substantially in the same form as this Deed Rider; or (ii) if the Property is conveyed to the Municipality unless a Certificate (the "Municipal Purchaser Certificate") is obtained and recorded, and signed which Municipal Purchaser Certificate refers to the Property, the Grantee, the Municipality, and the Maximum Resale Price for the Property and states that the proposed conveyance, sale or transfer of the Property to the Municipality is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and unless there is also recorded a new Deed Rider executed by the Municipality, which new Deed Rider is substantially in the same form as this Deed Rider; or (iii) pursuant to Section 4(j), any amount in excess of the Maximum Resale Price which is paid to the Grantee by a purchaser who is permitted to buy the Property pursuant to Section 4(j), is paid by the Grantee to the Municipality, and the Municipality executes and delivers a Compliance Certificate as described in Section 4(j) for recording with the Registry.

(b) Any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate, an Eligible Purchaser Certificate or a Municipal Purchaser Certificate referring to the Property as conclusive evidence of the matters stated therein and may record such Certificate in connection with conveyance of the Property, provided, in the case of an Eligible Purchaser Certificate and a Municipal Purchaser Certificate the consideration recited in the deed or other instrument conveying the Property upon such resale shall not be greater than the consideration stated in the Eligible Purchaser Certificate or the Municipal Purchaser Certificate as the case may be.

(c) Within ten (10) days of the closing of the conveyance of the Property from Grantor to Grantee, the Grantee shall deliver to the Municipality a copy of the Deed of the Property, together with recording information. Failure of the Grantee, or Grantee's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance.

6. Rights of Mortgagees. (a) Notwithstanding anything herein to the contrary, but subject to the next succeeding paragraph hereof, if the holder of record of a first mortgage

granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender or its successors or assigns (other than the Grantee or any person related to the Grantee by blood, adoption, or marriage (any of the foregoing, a “Related Party”)) shall acquire the Property by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the Property in lieu of foreclosure, provided that the holder of such mortgage has given the Municipality not less than sixty (60) days prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of the Property in lieu of foreclosure, and provided further that the principal amount secured by such mortgage did not exceed one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage (the “Permitted Indebtedness”), then the rights and restrictions contained herein shall not apply to such holder upon such acquisition of the Property, any purchaser (other than a Related Party) of the Property at a foreclosure sale conducted by such holder, or any purchaser (other than a Related Party) of the Property from such holder, and such Property shall thereupon and thereafter be free from all such rights and restrictions. The holder of Permitted Indebtedness is referred to herein as a “Permitted Mortgagee.”

(b) In the event such Permitted Mortgagee conducts a foreclosure or other proceeding enforcing its rights under such mortgage and the Property is sold for a price in excess of the greater of (i) the sum of the outstanding principal balance of the note secured by such mortgage plus all future advances, accrued interest and all reasonable costs and expenses which the Permitted Mortgagee is entitled to recover pursuant to the terms of the mortgage (the “Mortgage Satisfaction Amount”), and (ii) the Maximum Resale Price, such excess shall be paid to the Municipality for its Affordable Housing Trust Fund in consideration of the loss of the Property as affordable housing after a final judicial determination that the Municipality is entitled to such excess, the costs of such determination to be deducted from the excess prior to payment to the Municipality. To the extent the Grantee possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Grantee hereby assigns its interest in such amount to said holder for payment to the Municipality.

(c) A Permitted Mortgagee shall notify the Municipality in the event of any default for which the Permitted Mortgagee intends to commence foreclosure proceedings, which notice shall be sent to the Municipality as set forth in this Deed Rider. No failure to notify the Municipality pursuant to the previous sentence shall impair the validity of a foreclosure.

(d) The Grantee grants to the Municipality the right and option to purchase the Property upon receipt by the Municipality of notice in any form (including notice by newspaper publication deemed to be received on the date of publication) of an impending foreclosure against the Property. In the event the Municipality intends to exercise its option, the Municipality shall purchase the Property at a price equal to the greater of the Maximum Resale Price or the Mortgage Satisfaction Amount within sixty (60) days of receipt of such notice. The deed to the Municipality shall include a deed rider containing all of the rights and restrictions set forth in this Deed Rider which the Municipality, as a condition to such purchase, agrees to annex to said deed. Any excess received by the Permitted Mortgagee over the Mortgage Satisfaction Amount

shall be paid to the Grantee (provided, that in the event that such excess shall be so paid to the Grantee, the Grantee shall thereafter indemnify such Permitted Mortgagee against loss or damage to such Permitted Mortgagee resulting from any claim made by any other party to the extent that such claim is based upon payment of such excess by such Permitted Mortgagee to the Grantee in accordance herewith, provided that such Permitted Mortgagee shall give the Grantee prompt notice of any such claim and shall not object to intervention by the Grantee in any proceeding relating thereto). .

(e) If any person who was a Related Party prior to any foreclosure acquires an interest in the Property within ten (10) years after foreclosure, then all covenants and options contained herein shall apply to all subsequent occupancy and sale of the Property.

(f) A certificate signed under penalties of perjury by a purchaser at a foreclosure sale (or any subsequent purchaser) certifying that such purchaser is not a Related Party shall, if recorded with the Registry, be conclusive evidence that such purchaser is not a Related Party.

7. Covenants to Run With the Property. (a) It is intended and agreed that all of the agreements, covenants, rights and restrictions set forth herein shall be deemed to be covenants running with the Property in perpetuity and shall be binding upon and enforceable against the Grantee, the Grantee's successors and assigns and any party holding title to the Property, for the benefit of and enforceable by the Municipality, their successors and assigns.

(b) This Deed Rider and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws.

(c) The Grantee intends, declares and covenants on behalf of Grantee and Grantee's successors and assigns (i) that this Deed Rider and the covenants, agreements, rights and restrictions contained herein shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Grantee's successors in title, (ii) are not merely personal covenants of the Grantee, and (iii) shall bind the Grantee, and Grantee's successors and assigns and enure to the benefit of the Municipality, and their successors and assigns, for the Term. Grantee hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Deed Rider to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

(d) Without limitation on any other rights or remedies of the Grantor, the Municipality, , their successors and assigns, any sale or other transfer or conveyance of the Property in violation of the provisions of this Deed Rider, shall, to the maximum extent permitted by law, be voidable by the Municipality, their successors and assigns, by an action to enforce such rights, restrictions, covenants, and agreements.

8. Notice. Any notices, demands or requests that may be given under this Deed Rider shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses

set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

Municipality:

Town Administrator
3rd Floor
355 East Central Street
Franklin, MA 02038

Grantor:

Grantee:

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

9. Further Assurances. The Grantee agrees from time to time, as may be reasonably required by the Municipality, to furnish the Municipality with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and all other material information pertaining to the Property or the Grantee's conformance with the requirements of the Comprehensive Permit and the Guidelines.

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

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

- (i) specific performance of the provisions of this Deed Rider;

(ii) money damages for charges in excess of the Maximum Resale Price, if applicable;

(iii) if the violation is a sale of the Property at a price greater than the Maximum Resale Price as provided herein, the Municipality shall have the option to locate an Eligible Purchaser or purchase the Property on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Deed Rider;

(iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Deed Rider in the absence of a Certificate of Compliance, by an action in equity to enforce this Deed Rider; and

(v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchasers.

(c) In addition to the foregoing, in the event of a violation of the provisions of this Deed Rider, the Municipality may take appropriate enforcement action against the Grantee or the Grantee's successors in title, including, without limitation, legal action to compel the Grantee to comply with the requirements of this Deed Rider. The Grantee hereby agrees to pay all fees and expenses (including legal fees) of the Municipality in the event successful enforcement action is taken against the Grantee hereunder. The Grantee hereby grants to the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Deed Rider against the Grantee and to assert such a lien on the Property to secure payment by the Grantee of such fees and expenses. Notwithstanding anything herein to the contrary, in the event that the Municipality fails to enforce this Deed Rider as provided in this Section, the Department of Housing and Community and Development, its successors and assigns, shall have the same right to enforce this Deed Rider as provided herein.

(d) The Grantee for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Municipality the right to enter upon the Property for the purpose of enforcing the restrictions herein contained, or of taking all actions with respect to the Property which the Municipality may determine to be necessary or appropriate pursuant to court order, or with the consent of the Grantee to prevent, remedy or abate any violation of this Deed Rider.

11. Services and Fees. The Municipality has been engaged to monitor compliance of the Project with ongoing requirements of the Comprehensive Permit and this Deed Rider, including the requirement that the Property be sold and resold to Eligible Purchasers (or to the Municipality) as provided therein. As partial compensation for providing these services, the Municipality shall receive the Resale Fee on the sale of the Property to an Eligible Purchaser or any other purchaser in accordance with the terms of this Deed Rider. This fee shall be paid by the Grantee as a closing cost at the time of Closing, and payment of the fee of the Municipality

shall be a condition to delivery and recording of its certificate, failing which the Municipality shall have a claim against the new purchaser and persons claiming under the new purchaser for which the Municipality may bring an action and may seek an attachment against the Property.

12. Severability. If any provisions hereof or the application thereof to any person or circumstance shall come, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and enforced to the fullest extent permitted by law.

Executed as a sealed instrument this _____ day of _____, 200_.

Grantor:

Grantee:

By _____

By _____

DRAFT

COMMONWEALTH OF MASSACHUSETTS

County of _____, ss _____, 200__

On this _____ day of _____, 200__, before me, the undersigned notary public, personally appeared _____, proved to be the person whose name is signed on the preceding document in my presence and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

County of _____, ss _____, 200__

On this _____ day of _____, 200__, before me, the undersigned notary public, personally appeared _____, proved to be the person whose name is signed on the preceding document in my presence and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My commission expires: