

AFFORDABLE AND WORKFORCE HOUSING PLAN

I. PURPOSE

This Affordable and Workforce Housing Plan (the “Housing Plan”) for NAS South Weymouth is created by the Southfield Redevelopment Authority (the “Authority”) as required by the NAS South Weymouth Affordable and Workforce Housing Regulations (the “Housing Regulations”). Capitalized terms not otherwise defined in this Housing Plan shall have the same meaning as in the Housing Regulations.

This Housing Plan includes:

- Description of the requirements for approval of Affordable Housing and Workforce Housing, including minimum standards for the siting, timing and design of Affordable Housing Units and Workforce Housing Units;
- Description of the process by which the Lottery Agent (as defined in Section III) will identify Eligible Households and certify income, in conjunction with the Monitoring Agent (as defined in Section III);
- Description of the process by which the Entry Fee Model Marketing Agent (as defined in Section IV) will identify Eligible Households and market Affordable Senior Entry Fee Model Units and Workforce Senior Entry Fee Model Units;
- Description of the process by which the Monitoring Agent will oversee the eligibility screening process, handle tenant and occupant recertification and oversee resales;
- Process for developing and executing the Affirmative Marketing Plan and administering the Lottery Process;
- Model Affordable Housing Restriction; and
- Model Workforce Housing Restriction.

II. REQUIREMENTS FOR AFFORDABLE AND WORKFORCE HOUSING

A. Required Percentages of Affordable Housing and Workforce Housing

Affordable Housing Units and Workforce Housing Units shall be provided at NAS South Weymouth in accordance with the percentages provided in Section 6.1 of the Housing Regulations.

B. Required Mix of Rental and Homeownership Units

Development at NAS South Weymouth must meet the required mix of rental and homeownership units provided in Section 7.2(C) of the Housing Regulations.

C. Timing of Construction of Affordable Housing Units and Workforce Housing Units

Affordable Housing Units and Workforce Housing Units shall be constructed in accordance with the timing provided in Section 7.3 of the Housing Regulations.

D. Siting of Affordable Housing Units and Workforce Housing Units

Affordable Housing Units and Workforce Housing Units shall be sited in accordance with Section 7.1 of the Housing Regulations.

E. Minimum Design and Construction Standards

Affordable Housing Units and Workforce Housing Units shall be situated within mixed-income developments and shall be integrated with the rest of such developments and shall be comparable in design, appearance, construction and quality of materials with the market-rate units such that they are externally indistinguishable from market-rate units of the same type. In addition, the following standards shall apply:

- (1) Mix of Unit Sizes and Types. In accordance with Section 7.2(A) of the Housing Regulations, Affordable Housing Units and Workforce Housing Units shall include the same proportional mix of bedroom counts as applicable to all residential development in NAS South Weymouth. Affordable Housing Units and Workforce Housing Units shall be interspersed among market rate units in specific building locations so that no more than two (2) Affordable Housing Units or Workforce Housing Units are located adjacent to each other. Notwithstanding the foregoing, in a Senior Residence Community (as defined in Section 5 of the Zoning By-Laws), no more than six (6) Affordable Age Restricted Units or Workforce Age Restricted Units may be located adjacent to each other.
- (2) Accessibility. In developments consisting of more than ten (10) residential units, the development should meet the accessibility requirements in Section 7.2(B) of the Housing Regulations.

F. Additional Requirements for Affordable Homeownership Units

In order to qualify for an Affordable Homeownership Unit, a household must meet each of the four following criteria:

- (1) Everyone in the household on the note and mortgage must qualify as a “first time homebuyer” (as hereinafter defined);

- (2) The entire household's income and assets must be below the current maximum allowable LIP income and asset limits;
- (3) The household must be pre-approved for a mortgage that meets program mortgage standards; and
- (4) The households must be of an appropriate size and composition as established and communicated in the Lottery Information Packet and program application.

In order to qualify for an Affordable Senior Homeownership Unit, a household must meet each of the three (3) following criteria:

- (1) The entire household's income and assets must be below the program's maximum allowable income and asset limits;
- (2) The household must be pre-approved for a mortgage that meets program mortgage standards; and
- (3) The households must be of an appropriate size and composition as established and communicated in the Lottery Information Packet and program application.

G. Additional Requirements for Workforce Homeownership Units

In order to qualify for a Workforce Homeownership Unit, a household must meet both of the following criteria:

- (1) The entire household's income must be below the current maximum allowable income limits; and
- (2) The households must be of an appropriate size and composition as established and communicated in the Lottery Information Packet and program application.

H. First Time Homebuyer

A person is a "first-time homebuyer" if the person or persons who will be signing the note and mortgage have not, within the preceding three (3) years, owned the house they lived in as their primary residence. The Lottery Agent, subject to review and approval of the Monitoring Agent, may make exceptions in the following instances:

1. a displaced homemaker (an adult who has not worked full-time for a 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), where the displaced homemaker does not currently own the home previously owned with the displaced homemaker's partner or will be

disposing of such ownership interest prior to purchasing a unit at NAS South Weymouth;

2. a single parent (an adult who is (a) unmarried or legally separated from a spouse, and (b) either has custody or joint custody of one or more children or is pregnant), where the single parent does not currently own the home previously owned with the single parent's partner or will be disposing of such ownership interest prior to purchasing a unit at NAS South Weymouth
3. a household that owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations;
4. a household that owned a property that was not in compliance with state or local building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure; or
5. an age-qualified household (in which at least one member is age 55 or over) which is selling a home in order to purchase an Affordable Homeownership Unit, Workforce Homeownership Unit or Senior Homeownership Unit; provided, however, that the age-qualified household must sell its existing home prior to the purchase of an Affordable Homeownership Unit, Workforce Homeownership Unit or Senior Homeownership Unit.

I. Affordable Housing Restriction (*Deed Rider*)

Each Affordable Homeownership Unit and Affordable Senior Homeownership Unit will have a deed rider which sets forth the various obligations a purchaser will have upon resale. All of the deeds for the Affordable Homeownership Units and Affordable Senior Homeownership Units will have a deed rider, which the purchaser will be required to sign. The deed rider, in part, will ensure that each Affordable Homeownership Unit or Affordable Senior Homeownership Unit will stay affordable in perpetuity. Each purchaser is encouraged to read the deed rider carefully and the Authority recommends that each purchaser seek legal counsel to have a full understanding of his or her obligations under the deed rider.

A model form of deed rider is attached hereto and incorporated herein by reference.

For Affordable Rental Units, Affordable Senior Entry Fee Model Units and Affordable Senior Rental Units, the applicant shall be required, as a condition of a Special Permit or approval of a Site Plan (which previously was the subject of a Development Plan), to record a restriction approved by the Authority that meets the requirements of Section 8.0 of the Housing Regulations.

J. Workforce Housing Restriction (*Deed Rider*)

Each Workforce Homeownership Unit and Workforce Senior Homeownership Unit will have a deed rider which sets forth the various obligations a purchaser will have upon resale. All of the deeds for the Workforce Homeownership Units and Workforce Senior Homeownership Units will have a deed rider, which the purchaser will be required to sign. The deed rider, in part, will ensure that each Workforce Homeownership Unit or Workforce Senior Homeownership Unit continues as a Workforce Homeownership Unit for five (5) years. Each purchaser is encouraged to read the deed rider carefully and the Authority recommends that each purchaser seek legal counsel to have a full understanding of his or her obligations under the deed rider.

A model form of deed rider is attached hereto and incorporated herein by reference.

For Workforce Rental Units, Workforce Senior Entry Fee Model Units and Workforce Senior Rental Units, the applicant shall be required, as a condition of a Special Permit or approval of a Site Plan (which previously was the subject of a Development Plan), to record a restriction approved by the Authority that meets the requirements of Section 9.0 of the Housing Regulations.

III. MARKETING AND BUYER/TENANT/OCCUPANT SELECTION

Except as explicitly provided in Section IV, this Section III shall not apply to Affordable Senior Entry Fee Model Units or to Workforce Senior Entry Fee Model Units.

Each Affordable Housing Unit and Workforce Housing Unit at NAS South Weymouth will be marketed, to its initial purchaser or initial tenant, through a fair and open lottery process and an affirmative marketing program administered by a lottery agent (the "Lottery Agent"). The Lottery Agent shall conduct the oversight, administration and execution of the lottery process. In addition, the Authority shall select a Monitoring Agent (the "Monitoring Agent") to oversee the lottery process and administer and execute the recertification process. The Monitoring Agent will be contracted and paid by the Authority and will report directly to the Authority. The Monitoring Agent will oversee the Lottery Agent's work by reviewing a random sample of applications to confirm that selected applicants meet the eligibility criteria for both rental and sales units. The Monitoring Agent also reserves the right to review the entire pool of applicants, including those deemed ineligible.

In addition, resales and releasing activity will be subject to a recertification process to be administered by the Authority. The Authority reserves the right to have the Monitoring Agent exclusively perform all re-sales and re-certifications. For Affordable Rental Units, Affordable Senior Rental Units, Workforce Rental Units, and Workforce Senior Rental Units, the Monitoring Agent will recertify each tenant on an annual basis to confirm that each tenant remains eligible under program guidelines. For Affordable Homeownership Units, Affordable Senior Homeownership Units, Workforce Homeownership Units and Workforce Senior Homeownership Units, the Monitoring Agent will be responsible for overseeing resales to

confirm the resale abides by the terms in the applicable deed restriction. The Monitoring Agent will also help to identify eligible renters and purchasers upon unit turnover.

The affirmative marketing plan is attached hereto. Eight (8) separate lottery information packets, which provide details pertinent to each lottery program, will be developed by the Lottery Agent and approved by the Authority at least five (5) months prior to anticipated occupancy of the Units.

The eight (8) lottery programs described below are similar in terms of the basic approach proposed. However, a separate information packet will be necessary for each because there are key differences between both the Workforce and Affordable lottery programs, as well as between the homeownership and rental model lottery programs. Each packet will enumerate lottery program details pertinent to the applicant as well as the development entities.

A. Affirmative Marketing

The affirmative marketing plan for NAS South Weymouth's Affordable Housing Units and Workforce Housing Units has been designed to reach all segments of the eligible population. Affirmative fair marketing of all the Affordable Housing Units and Workforce Housing Units will be conducted to provide maximum opportunity for low and moderate-income households, including minority households, to apply for the lotteries. The affirmative marketing plan specifies the local and regional newspapers, as well as newspapers that serve minority groups and other protected classes, and civic organizations and social/community groups that will be targeted as part of the affirmative marketing program.

Any advertisements or documents developed as part of the marketing campaign will include: project size, unit mix, number and type of bedrooms, sales price or rent level, selection process for units (e.g. dates and times), maximum qualifying income, and appropriate contact information.

Sixty days prior to each lottery, the Lottery Agent will execute the marketing plan and begin with the outreach effort. Advertisements will run at least twice within the sixty (60) day marketing period in newspapers of general circulation or with other publications, as well as being posted and distributed to the appropriate organizations listed in the marketing plan.

The marketing campaign will have a specific prohibition of discrimination on the basis of race, creed, color, sex, age, handicap, marital status, sexual orientation, national origin or any other basis prohibited by law in the leasing or sale of units.

B. Local Preferences

Section 7.4 of the Housing Regulations require a local preference for no more than seventy percent (70%) of the Affordable Housing Units and for no more than seventy percent (70%) of the Workforce Housing Units. An applicant qualifies for local

preference if the applicant or a member of their household fit into one of the local preference categories.

The following documentation is acceptable to establish that an applicant fits within the following local preference categories:

- *Current Resident of Abington, Rockland, Weymouth or NAS South Weymouth:*
 - A copy of a current utility bill *or*
 - A copy of a current lease
- *Current Employee of Abington, Rockland, Weymouth or the Authority*
 - Current proof of employment and address of employer
- *Currently Employed in the Central Redevelopment Area*
 - Current proof of employment and address of employer

C. Appropriately Sized Households

Within an applicant pool, priority as set forth below, shall be given to households requiring the total number of bedrooms in the unit based on the following criteria:

1. There is at least one (1) occupant and no more than two (2) occupants per bedroom.
2. A married couple, or those in a similar living arrangement, shall be required to share a bedroom. Other household members may share but shall not be required to share a bedroom.
3. A person described in the first sentence of (2) shall not be required to share a bedroom if a consequence of sharing would be a severe adverse impact on his or her mental or physical health and the lottery agent receives reliable medical documentation as to such impact of sharing.

The following household sizes and compositions will be considered appropriate for the following unit sizes:

TYPE A (Only appropriate for a 3-Bedroom Unit)

- All six (6) person households
- All five (5) person households

TYPE B (Appropriate for a 3-Bedroom Unit and/or a 2-Bedroom Unit)

- All four (4) person households
- Three (3) person household: One (1) head-of-household plus two (2) members

- Three (3) person household: Two (2) heads-of-household plus 1 (one) member

TYPE C (*Only appropriate for a 2-Bedroom Unit*)

- Three (3) person household: Two (2) heads-of-household plus one (1) member
- Two (2) person household: Two (2) heads-of-household

TYPE D (*Appropriate for a 2-Bedroom Unit and/or a 1-Bedroom Unit*)

- Two (2) person household: One (1) head-of-household plus one (1) member

TYPE E (*Only appropriate for a 1-Bedroom Unit*)

- Two (2) person household: Two (2) heads-of-household
- One (1) person household: all types

Households with a total number of members which exceed the Massachusetts State Sanitary Codes for that particular sized unit will not be allowed to purchase or rent a unit.

D. Order of Priority for Unit Selection

Units will be selected based upon the following order of priority:

1. Individuals requiring accessible units (for fully built-out units only)
2. Local Preference
3. For Workforce Homeownership Units, individuals who are first time homebuyers (First time homebuyer status is a requirement for Affordable Homeownership Units, so it is not a priority category. First time home buying status is not a requirement or priority for Affordable Rental Units or Workforce Rental Units)
4. Appropriate sized households, then appropriate sized households minus 1

E. Lottery Information Packets

Each lottery information packet will contain the following information:

- (1) Project Background. This section will include a brief history of the entire NAS South Weymouth project, specifics about the project relative to unit density, amenities and other locational and geographic features. The background also will contain information regarding the mix of available units (e.g. number of one (1) bedrooms, two (2) bedrooms) as well as

information on the affordability and workforce restrictions, capital improvements and re-sale limitations.

- (2) Eligibility Requirements. This section will include the program's eligibility criteria, as applicable, such as: maximum income limits by household size, approximate minimum income limits to qualify for a mortgage, mortgage standards and obtaining mortgage pre-approval, first time homebuyer qualification, determining household size, term of affordability, and income verification requirements as part of the initial application submission.
- (3) Application and Selection Process. This section will provide details on how applicants will be selected for the available units including: when and how an applicant will receive an application number for the lottery, local preference criteria as established by the Authority, an example of how the lottery will be conducted on the night of the drawing and how applicants will be grouped into different categories based upon household size and local preference criteria, what happens after the lottery process has concluded and who is invited to proceed to the next steps, and adjustments in the local preference pool the night of the lottery to ensure compliance with fair housing and affirmative marketing standards.
- (4) Timing. This section will specify the dates and times as to when the marketing process will begin, when applications will be accepted as well as the application submission deadline, timing of notification to the applicant as to whether that can move forward with the process, the date and time of the lottery, when eligible households can sign a purchase and sale or lease agreement, and unit closing or apartment move-in dates.

In the information packets for the Affordable Homeownership Units, Affordable Senior Homeownership Units, Workforce Homeownership Units and Workforce Senior Homeownership Units, a summary deed rider will be included which will highlight the key terms and conditions including the terms of affordability and capital improvement considerations.

F. Marketing and Lottery Process

There will be eight (8) different lottery programs with each lottery program remaining separate and distinct to minimize confusion from interested buyers/renters. The Lottery Agent will conduct lotteries for each of the housing types:

- Affordable Homeownership Units
- Affordable Senior Homeownership Units
- Affordable Rental Units
- Affordable Senior Rental Units
- Workforce Homeownership Units

- Workforce Senior Homeownership Units
- Workforce Rental Units
- Workforce Senior Rental Units

Individuals expressing an interest in either Affordable Housing or Workforce Housing will need to submit a completed application – including providing the income verification documentation. Applicants will be asked to provide a list of *all* CURRENT sources of income for *all* household members over eighteen (18) years old. Sources of income for household members under eighteen (18) years of age is not counted and is not required to be disclosed. While applicants are required to disclose income for household members between eighteen (18) years of age and twenty two (22) years of age who are fully matriculated college students, such income is not counted. In addition, each applicant will be required to complete a matrix of income information which segments income into specific categories including salary/wages, Social Security, pension, 401K, interest, stocks/bonds, alimony, and other possible categories of income.

Examples of the specific income verification documentation that will be required to substantiate each applicant's information include:

- Last three (3) years of federal income tax returns with all schedules
- Copies of the five (5) most recent pay-stubs
- Copies of most recent W-2
- Copies of most recent statements from the source of income (*i.e.: Social Security, SSDI, Pensions, Unemployment, Public Assistance, TANF, Veteran's Benefits, Retirement, Student Income, Interest Income etc.*)
- Copies of most recent 1099s from the source of income (*if received*).
- Three most recent checking account statements
- Copies of three (3) most recent statements for any income generating assets
- If divorced or separated, copy of the divorce decree/separation agreement or proof that applicant has filed for divorce/separation.

For Self-Employed Applicants

- Last three (3) years of federal income tax returns with all schedules
- Copies of all Form 1099s from the most recent tax year
- Copy of Form 1040, Schedule C for the most recent tax year
- Copies of current financial statements
- Accountant's statements of year to date Net Business Income
- Copies of income receipts
- Any other documentation that can provide to corroborate income

Not all documentation will be required of each applicant as each applicant has a unique household composition, income and asset profile.

It is at the discretion of the individual if they want to complete more than one (1) application. Prior to any lottery, the Lottery Agent will conduct a group informational session to speak about the overall lottery process.

1. **Timing:** Lotteries will be conducted on an as needed basis. The initial lottery for each lottery program shall occur approximately four months before the first building(s) and units which are applicable to the lottery program receives a certificate of occupancy. The timing of subsequent lotteries for each lottery program will be dictated by the unit completion schedule (as communicated by the developer) and the number of eligible applicants on the list. An additional lottery will only be administered when there are more applicants on the waiting list than there are units in the pipeline. The pipeline in this context will mean all units scheduled to have a certificate of occupancy within the next four months. Additional marketing will not be required for such an additional lottery as there will already be more people on the waiting list than units available. The Lottery Agent will work with the master developer for NAS South Weymouth (the "Master Developer") and the Authority to periodically evaluate the construction schedule to determine when and if additional lottery(s) are required.
2. **Application Processing:** The Lottery Agent will process each application to determine the preliminary eligibility of each applicant and their household. The Lottery Agent will contact an applicant to request additional information as required. The applicant will have the responsibility to submit complete information. If the applicant fails to do so, the applicant's application will be suspended. If an application is incomplete as of the due date, or if an applicant fails to submit an application by the due date, the applicant will be deemed ineligible to participate in the lottery; however, if the applicant thereafter submits a complete application following the due date, the applicant will be added to the "bottom" of the list of potential purchasers/renters.

Once the Lottery Agent has a complete packet, the Lottery Agent will review the information and make a preliminary eligibility determination. Applicants that meet the eligibility standards will be kept in a waiting list queue, until a unit becomes available. Each development will have a unique waiting list, with a unique lottery being held for each development. Each applicant can choose to maintain a spot on as many or as few of the waiting lists as they desire. If an applicant reaches the top of one waiting list ("Development A") but chooses to pass on that opportunity because of their position on another waiting list for a more desirable unit in another development ("Development B"), they can be dropped to the bottom of the waiting list for Development A but maintain their position on the waiting list for Development B.

If the applicant is in a queue for a period of time longer than six (6) months, than the Lottery Agent will be responsible for recertifying the applicant's income when a unit is scheduled to be available within the next four (4)

months. If the applicant does need to be recertified and chooses to do so to maintain their respective position of the waiting list(s), the applicant will be required to furnish the income, asset and household composition documentation requested by the Lottery Agent. If the applicant fails to provide the required documentation for recertification, they will be dropped from the waiting list. They can be added back to the bottom of the waiting list if and when they provide all required documentation

3. **Waiting List Administration:** All applicants that are determined to be eligible pursuant to the Housing Plan and Regulations, and submit their application prior to the lottery deadline, will have an established position on the waiting list for each of the developments in which they express an interest. Households who apply after the lottery deadline and are found to be eligible pursuant to the Housing Plan and Regulations will not be allowed to move up on the waiting list, regardless of qualifications or priority, will be placed on the bottom of the waiting list, and will be sequenced based on the date their application is received and they are determined to be eligible. For example, if a single person household submits an application by the lottery deadline date for a three (3) bedroom unit, that single person household will be given a position on the waiting list to buy a unit. If after the lottery deadline has passed, a four (4) person household applies and is found eligible, that four (4) person household would not jump the single person household on the waiting list. Similarly, that four (4) person household would not get to jump a two (2) person household on the waiting list that also applied after the lottery deadline but submitted a complete application prior to the four (4) person household.

When an additional lottery for a specific development is required, the households from the initial lottery will hold their original position and all applicants received after the initial lottery deadline will be entered into the second lottery. So the top household from the second lottery will have the first choice of units after all of the people from the initial lottery still on the waiting list have been given an opportunity to purchase or rent a unit. This sequence will occur for all future lotteries.

G. Lottery Agent Selection

The Lottery Agent will be selected by the Master Developer, subject to the approval of the Authority, which approval shall not be unreasonably withheld or denied. The Lottery Agent will be contracted for and paid by the Master Developer and will report to both the Master Developer and the Authority on a quarterly basis relative to the administering of the lottery process, the eligibility of applicants, and the ineligibility of applicants. The Lottery Agent will be responsible for facilitating and executing the entire lottery process including affordable sales, workforce sales, affordable rental, workforce rental, affordable entry fee model, and workforce entry fee model lotteries.

H. Maximum Resale Price and Capital Improvements

The maximum resale price of Affordable Homeownership Units, Affordable Senior Homeownership Units, Workforce Homeownership Units and Workforce Senior Homeownership Units and the process for approval of any Capital Improvements are set forth in the Affordable Housing Deed Rider and the Workforce Housing Deed Rider.

IV. MARKETING AND OCCUPANT SELECTION FOR AFFORDABLE AND WORKFORCE SENIOR ENTRY FEE MODEL UNITS

Affordable Senior Entry Fee Model Units and Workforce Senior Entry Fee Model Units will be marketed and governed solely in accordance with this Section IV.

A. Referral List

Prior to such time as a Senior Residence Community containing Affordable Senior Entry Fee Model Units and/or Workforce Senior Entry Fee Model Units has opened a marketing office (the "Entry Fee Model Marketing Office") to be managed by a senior housing marketing agent (the "Entry Fee Model Marketing Agent"), the Monitoring Agent and Lottery Agent shall maintain a referral list of individuals expressing an interest in a Senior Residence Community containing Affordable Senior Entry Fee Model Units and/or Workforce Senior Entry Fee Model Units (the "Referral List"). After receipt of a written notice that such Entry Fee Model Marketing Office is operational (a copy of which must also be delivered to the Authority), the Monitoring Agent and Lottery Agent shall provide the Referral List to the Entry Fee Model Marketing Office. After the establishment of the Entry Fee Model Marketing Office, the Monitoring Agent and Lottery Agent shall continue to refer all persons interested in Affordable Senior Entry Fee Model Units or Workforce Senior Entry Fee Model Units to the Entry Fee Model Marketing Agent(s). If the Entry Fee Model Marketing Office ceases to exist for a Senior Residence Community using the entry fee model, all future vacancies of Affordable Senior Entry Fee Model Units and/or Workforce Senior Entry Fee Model Units shall be managed by the owner of such Senior Residence Community or its management agent with oversight by the Monitoring Agent as described in this Section IV. Unless the Authority waives specific provisions, the Entry Fee Model Marketing Office and Entry Fee Model Marketing Agent shall comply with the Housing Regulations and this Housing Plan at all times.

B. Marketing of Affordable and Workforce Senior Entry Fee Model Units

The Entry Fee Model Marketing Office will be required to meet with and qualify all referrals received from the Monitoring Agent and Lottery Agent. The Referral List, if any, will be considered the first applications for the Affordable Senior Entry Fee Model Units and/or Workforce Senior Entry Fee Model Units.

Once the Entry Fee Model Marketing Agent has received the Referral List, it shall contact each prospective applicant to explain the structure of entry fee model units and

the contents of a Membership Agreement (as defined in the Housing Regulations). After such explanation, if the prospective applicant wishes to move forward, the prospective applicant may elect to complete an application listing all current sources of income for all household members over eighteen (18) years old, as described in Section III.F. above, but without the need to provide the income verification documentation described in such section. Based on such application, the Entry Fee Model Marketing Agent shall make a preliminary eligibility determination; if the applicant is preliminarily determined to be eligible, the applicant will have the option to make an initial refundable deposit in an amount to be determined in the reasonable discretion of the Entry Fee Model Marketing Agent, but in no event exceeding One Thousand Dollars (\$1,000) (the "Initial Deposit"). After making the Initial Deposit, the applicant shall be required to provide the income verification documentation described in Section III.F. above. The Entry Fee Model Marketing Agent shall review the information and make an eligibility determination, subject to the right of the Monitoring Agent to review such determination per Section IV.C. below. If the applicant is deemed eligible (the date of such determination being referred to as the "SRC Eligibility Date"), the applicant will have the option to select a unit and make a firm deposit in an amount to be determined in the reasonable discretion of the Entry Fee Model Marketing Agent (the "Firm Deposit"). When a Firm Deposit is received with respect to a unit, such unit shall thereafter be deemed unavailable.

The Entry Fee Model Marketing Agent will conduct all marketing efforts for the Affordable Senior Entry Fee Model Units and Workforce Senior Entry Fee Model Units, as applicable, in compliance with the Affirmative Marketing Plan detailed in Section III.A. above, except that advertising and marketing materials may vary from the specific requirements of the second paragraph of Section III.A. to reflect marketing typically used for entry fee model units.

After the date the applicable Senior Residence Community reaches one hundred percent (100%) occupancy for the first time (the "SRC Occupancy Date"), the Entry Fee Model Marketing Agent shall maintain two waiting lists of all individuals who make an Initial Deposit with respect to an Affordable Senior Entry Fee Model Unit or Workforce Senior Entry Fee Model Unit; one (1) list shall be for households who preliminarily appear (based on their application) to fit in one (1) of the preference categories described below (the "Preference List") and one (1) list shall be for households who preliminarily appear (based on their application) not to fit into any such categories (the "Non-Preference List"). The Monitoring Agent shall have access to the Preference List and the Non-Preference List during normal business hours. Upon notification that a unit is available, the Entry Fee Model Marketing Agent shall determine which list should be consulted in order to comply with the requirement of Section 7.4 of the Housing Regulations that no more than seventy percent (70%) of the Affordable Senior Entry Fee Model Units and Workforce Senior Entry Fee Model Units shall be allocated using the combined preference criteria, and shall notify the individual at the top of such list. At such time, the applicant shall have the option to move to the bottom of the list or to provide the income verification documentation described in Section III.F. above. The Entry Fee Model Marketing Agent shall review the information and make an eligibility determination, subject to the right of the Monitoring Agent to review such determination per Section IV.C. below. On or after

the SRC Eligibility Date, the applicant will have the option to select a unit and make a Firm Deposit. When a Firm Deposit is received with respect to a unit, such unit shall thereafter be deemed unavailable.

After the SRC Occupancy Date, the Entry Fee Model Marketing Agent shall give preferences for available units to individuals requiring handicapped accessible units in accordable with Section 7.4 of the Housing Regulations. In addition, in accordance with Section 7.4 of the Housing Regulations and Section III.B. of this Housing Plan, the Entry Fee Model Marketing Agent shall give preference for available units to the following categories of applicants: (i) current residents of Abington, Rockland, Weymouth or NAS South Weymouth; (ii) current employees of Abington, Rockland, Weymouth or the Authority; and (iii) current employees in the Central Redevelopment Area. An applicant shall establish eligibility within a preference category identified in the preceding sentence by providing the documentation set forth in Section III.B. above. Pursuant to Section 7.4 of the Housing Regulations, no more than seventy percent (70%) of the Affordable Senior Entry Fee Model Units and Workforce Senior Entry Fee Model Units shall be allocated using the combined preference criteria.

C. Selection of Occupants for Affordable Senior Entry Fee Model Units and Workforce Senior Entry Fee Model Units

The Entry Fee Model Marketing Agent shall ensure that Affordable Senior Entry Fee Model Units and Workforce Senior Entry Fee Model Units are committed to households that are Eligible Households as of the SRC Eligibility Date.

Prior to the acceptance of an Firm Deposit for any Affordable Senior Entry Fee Model Unit or Workforce Senior Entry Fee Model Unit, the Entry Fee Model Marketing Agent shall report to the Monitoring Agent in writing information establishing that the proposed occupant of such unit is an Eligible Household. The Monitoring Agent shall have ten (10) business days to confirm or deny the eligibility of such household or to request additional information. If the Monitoring Agent does not respond to the Entry Fee Model Marketing Agent within ten (10) business days, the applicant shall be deemed to have met the eligibility requirements.

D. Monitoring and Verification of Activities of the Entry Fee Model Marketing Agent

Prior to the SRC Occupancy Date, on a quarterly basis, the Entry Fee Model Marketing Agent shall provide the Monitoring Agent with a summary of the activities of the Entry Fee Model Marketing Agent over the prior quarter; after the SRC Occupancy Date, such reports shall be provided annually. At a minimum, the report shall contain the total number of Affordable Senior Entry Fee Model Units and/or Workforce Senior Entry Fee Model Units, the current location of such units, the number of such units that have been occupied, a copy of the waiting list, and copies of all written marketing materials used in the previous quarter or year, as applicable.

AFFORDABLE HOUSING DEED RIDER

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

This Affordable Housing Deed Rider (“Deed Rider”) is made part of that certain deed (the “Deed”) of certain property described as follows: [add metes and bounds or reference to a recorded plan showing address] (the “Property”) from _____ (“Grantor”) to _____ (“Owner”) dated _____, 20___. The Property is located in the Town of _____ within the boundaries of the former Naval Air Station (“NAS”) South Weymouth.

RECITALS

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

WHEREAS, the Property is subject to the NAS South Weymouth Affordable and Workforce Housing Regulations (the “Regulations”) and the Affordable and Workforce Housing Plan (the “Housing Plan”) established by the Southfield Redevelopment Authority (the “Authority”) in accordance with the authority established in Chapter 291 of the Acts of 2014; and

WHEREAS, pursuant to the Regulations, Eligible Households (as hereinafter defined) such as the Owner are given the opportunity to purchase residential property at less than its fair market value if the purchaser agrees to certain use and transfer restrictions, including an agreement to occupy the property as a primary residence and to convey the property for an amount not greater than the Maximum Resale Price (as hereinafter defined), all as more fully provided herein; and

WHEREAS, _____ (the “Monitoring Agent”) has been retained to monitor compliance with and to enforce the terms of this Deed Rider pursuant to that certain Monitoring Services Agreement (as hereinafter defined), and Eligible Households such as the Owner may be required to pay to the Monitoring Agent, or its successor, a small percentage of the resale price upon the Owner’s conveyance of the Property, as set out in the Regulations and as more fully provided herein; and

WHEREAS, the rights and restrictions granted herein to the Monitoring Agent and the Authority serve the public’s interest in the creation and retention of affordable housing for persons and households of low and moderate income and in the restricting of the resale price of property in order to assure its affordability by future low and moderate income purchasers.

NOW, THEREFORE, as further consideration for the conveyance of the Property at less than fair market value, the Grantor and the Owner, including his/her/their heirs, successors and assigns, hereby agree that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the Authority and the Monitoring Agent.

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

Applicable Foreclosure Price shall have the meaning set forth in Section 7(b) hereof.

Appropriate Size Household means a household containing a number of members equal to the number of bedrooms in the Property plus one.

Approved Capital Improvements means the documented commercially reasonable cost of extraordinary capital improvements made to the Property by the Owner; provided that the Monitoring Agent shall have given written authorization for incurring such cost prior to the cost being incurred and that the original cost of such improvements shall be discounted over the course of their useful life.

Area means the Primary Metropolitan Statistical Area or non-metropolitan area that includes a portion of the former NAS South Weymouth, as determined by HUD, which in this case is _____.

Area Median Income means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median Income, the Monitoring Agent will be charged with determining Area Median Income.

Authority shall have the meaning set forth in the second recital hereof.

Base Income Number means the Area Median Income as designated by household size.

Closing shall have the meaning set forth in Section 5(b) hereof.

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

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

Developer shall mean any individual or entity who constructs residential housing at the former NAS South Weymouth.

Eligible Household means an individual or household whose annual income is at or below eighty percent (80%) of the Area Median Income, with income computed using HUD's rules for attribution of income to assets. To be considered an Eligible Household, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their primary residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require in order to determine whether the individual or household qualifies as an Eligible Household. An Eligible Household shall be a First-Time Homebuyer.

First-Time Homebuyer means the person or persons on the note and mortgage who have not, within the preceding three years, owned the house they lived in as their primary residence; provided, however, that exceptions may be made in the following instances:

- (a) a displaced homeowner who is an adult who has owned a home with a spouse, who is legally separated or divorced from such spouse, and who does not currently own the home previously owned with such spouse or will be disposing of such ownership interest prior to purchasing a unit at the former NAS South Weymouth;
- (b) a household that owned a primary residence not permanently affixed to a permanent foundation in accordance with applicable regulations;
- (c) a household that owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure; or
- (d) an age qualified household (in which at least one member is age 55 or over) which is selling a home in order to purchase an Affordable Homeownership Unit (as such term is defined in the Regulations).

Foreclosure Notice shall have the meaning set forth in Section 7(a) hereof.

Housing Plan shall have the meaning set forth in the second recital hereof.

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

Ineligible Household means an individual or household not meeting the requirements to be eligible as an Eligible Household.

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Household earning up to eighty percent (80%) of the Area Median Income for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent); and further provided that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

Monitoring Agent shall have the meaning set forth in the fourth recital hereof.

Mortgage Satisfaction Amount shall have the meaning set forth in Section 7(b) hereof.

Monitoring Services Agreement means any Monitoring Services Agreement by and between the Monitoring Agent and the Authority for monitoring and enforcement of this Deed Rider.

Mortgagee shall have the meaning set forth in Section 7(s) hereof.

Regulations shall have the meaning set forth in the second recital hereof.

Resale Fee means a fee of 2.5% of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Deed Rider, including the supervision of the resale process.

Resale Price Certificate means the certificate issued and recorded with the first deed of the Property from the Developer, or any subsequent certificate issued, which sets forth the Resale Price Multiplier to be applied on the Owner's sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. The Monitoring Agent shall issue the certificate.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale to the first Eligible Household. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment, a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase, and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of _____ is hereby assigned to the Property.

Term means in perpetuity, unless earlier terminated by the recording of a Compliance Certificate and a new Deed Rider executed by the purchaser in form and substance substantially identical to this Deed Rider establishing a new term.

2. Owner-Occupancy/Primary Residence. The Property shall be occupied and used by the Owner's household exclusively as his, her or their primary residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. Restrictions Against Leasing, Refinancing and Junior Encumbrances. The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent; provided that this provision shall not apply to a first mortgage granted on the date hereof in connection with this conveyance from Grantor to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Authority. The Monitoring Agent or the Authority may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees. Upon recovery, after payment of costs, the balance shall be paid to the Authority. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Authority.

4. Options to Purchase.

(a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Authority in writing of the Owner's intention to so convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent's efforts to locate an Eligible Household and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Household ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale agreement. Pursuant to such purchase and sale agreement, sale to the Eligible Household at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the Owner fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Household ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (1) above and to enter the requisite purchase and sale agreement. If more than one Eligible Household is located, the Monitoring Agent shall conduct a lottery or other like procedure to determine which Eligible Household shall be entitled to enter a purchase and sale agreement with Owner and to purchase the Property. Preference shall be given to Appropriate Size Households and to applicants satisfying the local preference categories set forth in the Housing Plan. The procedure for marketing and selecting an Eligible Household shall be approved as provided in the Regulations and the Housing Plan. If an Eligible Household is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Household proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Household who will enter a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

(c) In the event an Eligible Household cannot be located, the Monitoring Agent or the Authority or its designee shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase and sale agreement shall be entered, and the purchase shall occur within ninety (90) days after receipt of the Conveyance Notice or, within the additional sixty (60)-day period specified in subsection (b) above, or such further time as reasonably requested to carry out the purchase and sale agreement. Any lack of cooperation by Owner in measures reasonably necessary to effect the sale shall extend the 90-day period by the length of the delay caused by such lack of cooperation. The Monitoring Agent shall promptly

give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period. In the event of such a sale to the Monitoring Agent or the Authority or its designee, the Property shall remain subject to this Deed Rider and shall thereafter be sold or rented to an Eligible Household as may be more particularly set forth in the Regulations and the Housing Plan.

(d) If an Eligible Household fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or the Authority or designee does not purchase the Property during said period, then the Owner may convey the Property to an Ineligible Household no earlier than thirty (30) days after the end of said period at the Maximum Resale Price, but subject to all rights and restrictions contained herein; provided that the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner agrees to execute, to secure execution by the Ineligible Household and to record with the Deed; and further provided that, if more than one Ineligible Household is ready, willing and able to purchase the Property the Owner will give preference and enter a purchase and sale agreement with any individuals or households identified by the Monitoring Agent as an Appropriate Size Household earning more than eighty percent (80%) but less than one hundred twenty percent (120%) of the Area Median Income.

(e) The priority for exercising the options to purchase contained in this Section 4 shall be as follows: (i) an Eligible Household located and selected by the Monitoring Agent, as provided in subsection (b) above, (ii) the Authority or its designee, as provided in subsection (c) above, and (iii) an Ineligible Household, as provided in subsection (d) above.

(f) Nothing in this Deed Rider constitutes a promise, commitment or guarantee by the Authority or the Monitoring Agent that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other price for the Property or that the Monitoring Agent or the Authority will elect to purchase the Property under subsection (c).

(g) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Conveyance Notice.

5. Delivery of Deed.

(a) In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes and assessments 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 laws, zoning laws, the Regulations and the Housing Plan, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, and (vi) except as otherwise provided in the Compliance Certificate, a Deed Rider identical in form and

substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the selected purchaser, and to record with the deed. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

(b) Said deed, including the approved Deed Rider, shall be delivered and the purchase price paid (the "Closing") at the _____ County Registry of Deeds, or at the option of the selected purchaser, exercised by written notice to the Owner at least five (5) days prior to the delivery of the deed, at such other place as the selected purchaser may designate in said notice. The Closing shall occur at such time and on such date as shall be specified in a written notice from the selected purchaser to the Owner, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in Section 4(a) above.

(c) To enable Owner to make conveyance as herein provided, Owner may, if Owner so desires at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed, or in the case of institutional mortgages, provided that customary arrangements are made for a discharge to be promptly procured and recorded after the Closing. Nothing contained herein as to the Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the election of the selected purchaser to take title, nor anything else in this Deed Rider shall be deemed to waive, impair or otherwise affect the priority of the rights herein over matters appearing of record, or occurring, at any time after the recording of this Deed Rider, all such matters so appearing or occurring being subject and subordinate in all events to the rights herein.

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

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

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owner shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owner shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owner that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owner can deliver to the Property in its then condition

and to pay therefore the purchase price without deduction, in which case the Owner shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

(A) Pay over or assign to the selected purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonably expended by the Owner for any partial restoration, or

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

6. Resale and Transfer Restrictions.

(a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owner, or the Owner's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent, which Compliance Certificate refers to the Property, the Owner, the selected purchaser thereof and the Maximum Resale Price therefore, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and unless there is also recorded a new Deed Rider executed by the selected purchaser, which new Deed Rider is identical in form and substance to this Deed Rider.

(b) The Owner, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the Deed Rider, together with recording information. Failure of the Owner, or Owner's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. Survival of Restrictions Upon Exercise of Remedies by Mortgagees.

(a) The holder of record of any mortgage on the Property (each, a “Mortgagee”) shall notify the Monitoring Agent, the Authority and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the “Foreclosure Notice”), which notice shall be sent to the Monitoring Agent and the Authority as set forth in this Deed Rider, and to the senior Mortgagee(s) as set forth in such senior Mortgagee’s mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner expressly agrees to the delivery of the Foreclosure Notice and any other communication and disclosures made by the Mortgagee pursuant to this Deed Rider.

(b) The Owner grants to the Authority or its designee the right and option to purchase the Property upon receipt by the Authority of the Foreclosure Notice. In the event that the Authority intends to exercise its option, the Authority or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee’s mortgage, together with the outstanding principal balance(s) of any note(s) secured by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the “Mortgage Satisfaction Amount”), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner) (the greater of (i) and (ii) above herein referred to as the “Applicable Foreclosure Price”). The Property shall be sold and conveyed in its then-current “as is, where is” condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee’s mortgage, and further subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the Authority or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the Authority or its designee the owner-occupant requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Household), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the Authority or its designee, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Authority or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Authority and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current “as is, where is” condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements,

covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Deed Rider, as set forth below.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Authority after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Authority is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the Authority. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Authority under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Authority.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Household, then during the term of ownership of the Property by such Ineligible Household, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording

in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements in this Deed Rider.

(h) The Owner understands and agrees that nothing in this Deed Rider, the Regulations or the Housing Plan (i) in any way constitutes a promise or guarantee by the Authority or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency, or (iii) in any way constitutes a promise, commitment or guarantee that the Authority will elect to exercise its option to purchase the Property pursuant to subsection (b) above.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 7 shall supersede the provisions of Section 4 hereof.

8. Covenants to Run With the Property.

(a) This Deed Rider, including all restrictions, rights and covenants contained herein, is an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, having the benefit of Section 32 of such Chapter 184, and is enforceable as such.

(b) In confirmation thereof the Grantor and the Owner intend, declare and covenant (i) that this Deed Rider, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Owner and the Owner's successors in title and assigns, (ii) are not merely personal covenants of the Owner, and (iii) shall enure to the benefit of and be enforceable by the Authority and its successors and assigns, for the Term. Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts have been satisfied in order for the provisions of this Deed Rider to constitute restrictions and covenants running with the land and that any requirements of privity of estate have been satisfied in full.

9. Notice. Any notices, demands or requests that may be given under this Deed Rider shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

Authority:

Southfield Redevelopment Authority
223 Shea Memorial Drive
South Weymouth, MA 02190

Grantor:

Owner:

Monitoring Agent:

Others:

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

10. Further Assurances. The Owner agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and other material information pertaining to the Property and the Owner's conformance with the requirements of the Regulations and the Housing Plan.

11. Enforcement.

(a) The rights hereby granted shall include the right of the Authority and the Monitoring Agent to enforce this Deed Rider independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Property to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Authority and the Monitoring Agent.

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

- (i) specific performance of the provisions of this Deed Rider;
- (ii) money damages for charges in excess of the Maximum Resale Price, if applicable;

- (iii) if the violation is a sale of the Property to an Ineligible Household except as permitted herein, the Monitoring Agent and the Authority shall have the option to locate an Eligible Household to purchase or itself purchase the Property from the Ineligible Household on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Deed Rider; specific performance of the requirement that an Ineligible Household shall sell, as herein provided, may be judicially ordered.
- (iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Deed Rider in the absence of a Compliance Certificate, by an action in equity to enforce this Deed Rider; and
- (v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Household.

(c) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Authority in the event successful enforcement action is taken against the Owner or Owner's successors or assigns. The Owner hereby grants to the Monitoring Agent and the Authority a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Authority shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Deed Rider against the Owner and to assert such a lien on the Property to secure payment by the Owner of such fees and expenses.

(d) The Owner for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent and the Authority the right to take all actions with respect to the Property which the Monitoring Agent or the Authority may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Deed Rider.

12. Monitoring Agent Services; Fees. The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Deed Rider. As partial compensation for providing these services, a Resale Fee shall be payable to the Monitoring Agent on the sale of the Property to an Eligible Household or any other purchaser in accordance with the terms of this Deed Rider. This fee, if imposed, shall be paid by the Owner herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

13. Severability. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

14. Independent Counsel. THE OWNER ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER, OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

15. Binding Agreement. This Deed Rider shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as permitted by this Deed Rider.

16. Amendment. This Deed Rider may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Authority and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

Executed as a sealed instrument this _____ day of _____, 20__.

Grantor:

Owner:

By _____

By _____

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, the _____ of _____ in its capacity as the _____ of _____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, the _____ of _____ in its capacity as the _____ of _____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____.

Notary Public
My commission expires:

WORKFORCE HOUSING DEED RIDER

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

This Workforce Housing Deed Rider (“Deed Rider”) is made part of that certain deed (the “Deed”) of certain property described as follows: **[add metes and bounds or reference to a recorded plan showing address]** (the “Property”) from _____ (“Grantor”) to _____ (“Owner”) dated _____, 20___. The Property is located in the Town of _____ within the boundaries of the former Naval Air Station (“NAS”) South Weymouth.

RECITALS

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

WHEREAS, the Property is subject to the NAS South Weymouth Affordable and Workforce Housing Regulations (the “Regulations”) and the Affordable and Workforce Housing Plan (the “Housing Plan”) established by the Southfield Redevelopment Authority (the “Authority”) in accordance with the authority established in Chapter 291 of the Acts of 2014; and

WHEREAS, pursuant to the Regulations, Eligible Households (as hereinafter defined) such as the Owner are given the opportunity to purchase residential property at less than its fair market value if the purchaser agrees to certain use and transfer restrictions, including an agreement to occupy the property as a primary residence and to convey the property for an amount not greater than the Maximum Resale Price (as hereinafter defined), all as more fully provided herein; and

WHEREAS, _____ (the “Monitoring Agent”) has been retained to monitor compliance with and to enforce the terms of this Deed Rider pursuant to that certain Monitoring Services Agreement (as hereinafter defined), and Eligible Households such as the Owner may be required to pay to the Monitoring Agent, or its successor, a small percentage of the resale price upon the Owner’s conveyance of the Property, as set out in the Regulations and as more fully provided herein; and

WHEREAS, the rights and restrictions granted herein to the Monitoring Agent and the Authority serve the public’s interest in the creation and retention of workforce housing for Eligible Households and in the restricting of the resale price of property in order to assure its affordability by future workforce housing purchasers.

NOW, THEREFORE, as further consideration for the conveyance of the Property at less than fair market value, the Grantor and the Owner, including his/her/their heirs, successors and assigns, hereby agree that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the Authority and the Monitoring Agent.

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

Applicable Foreclosure Price shall have the meaning set forth in Section 7(b) hereof.

Appropriate Size Household means a household containing a number of members equal to the number of bedrooms in the Property plus one.

Approved Capital Improvements means the documented commercially reasonable cost of extraordinary capital improvements made to the Property by the Owner; provided that the Monitoring Agent shall have given written authorization for incurring such cost prior to the cost being incurred and that the original cost of such improvements shall be discounted over the course of their useful life.

Area means the Primary Metropolitan Statistical Area or non-metropolitan area that includes a portion of the former NAS South Weymouth, as determined by HUD, which in this case is _____.

Area Median Income means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median Income, the Monitoring Agent will be charged with determining Area Median Income.

Authority shall have the meaning set forth in the second recital hereof.

Base Income Number means the Area Median Income as designated by household size.

Closing shall have the meaning set forth in Section 5(b) hereof.

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

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

Developer shall mean any individual or entity who constructs residential housing at the former NAS South Weymouth.

Eligible Household means an individual or household whose annual income is above eighty percent (80%) and at or below one hundred twenty percent (120%) of the Area Median Income, with income computed using HUD's rules for attribution of income to assets. To be considered an Eligible Household, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their primary residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require in order to determine whether the individual or household qualifies as an Eligible Household. Preference will be given to a First-Time Homebuyer.

First-Time Homebuyer means the person or persons on the note and mortgage who have not, within the preceding three years, owned the house they lived in as their primary residence; provided, however, that exceptions may be made in the following instances:

- (a) a displaced homeowner who is an adult who has owned a home with a spouse, who is legally separated or divorced from such spouse, and who does not currently own the home previously owned with such spouse or will be disposing of such ownership interest prior to purchasing a unit at the former NAS South Weymouth;
- (b) a household that owned a primary residence not permanently affixed to a permanent foundation in accordance with applicable regulations;
- (c) a household that owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure; or
- (d) an age qualified household (in which at least one member is age 55 or over) which is selling a home in order to purchase a Workforce Homeownership Unit (as such term is defined in the Regulations).

Foreclosure Notice shall have the meaning set forth in Section 7(a) hereof.

Housing Plan shall have the meaning set forth in the second recital hereof.

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

Ineligible Household means an individual or household not meeting the requirements to be eligible as an Eligible Household.

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Household earning above eighty percent (80%) and at or below one hundred twenty percent (120%) of the Area Median Income for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent); and further provided that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

Monitoring Agent shall have the meaning set forth in the fourth recital hereof.

Mortgage Satisfaction Amount shall have the meaning set forth in Section 7(b) hereof.

Monitoring Services Agreement means any Monitoring Services Agreement by and between the Monitoring Agent and the Authority for monitoring and enforcement of this Deed Rider.

Mortgagee shall have the meaning set forth in Section 7(s) hereof.

Regulations shall have the meaning set forth in the second recital hereof.

Resale Fee means a fee of 2.5% of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Deed Rider, including the supervision of the resale process.

Resale Price Certificate means the certificate issued and recorded with the first deed of the Property from the Developer, or any subsequent certificate issued, which sets forth the Resale Price Multiplier to be applied on the Owner's sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. The Monitoring Agent shall issue the certificate.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale to the first Eligible Household. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment, a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase, and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of _____ is hereby assigned to the Property.

Term means five (5) years from the date of this Deed Rider, unless earlier terminated by the recording of a Compliance Certificate and a new Deed Rider executed by the purchaser in form and substance substantially identical to this Deed Rider establishing a new term, which shall be for the balance of such five (5) years.

2. Owner-Occupancy/Primary Residence. The Property shall be occupied and used by the Owner's household exclusively as his, her or their primary residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. Restrictions Against Leasing, Refinancing and Junior Encumbrances. The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent; provided that this provision shall not apply to a first mortgage granted on the date hereof in connection with this conveyance from Grantor to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Authority. The Monitoring Agent or the Authority may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees. Upon recovery, after payment of costs, the balance shall be paid to the Authority. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Authority.

4. Options to Purchase.

(a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Authority in writing of the Owner's intention to so convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent's efforts to locate an Eligible Household and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Household ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale agreement. Pursuant to such purchase and sale agreement, sale to the Eligible Household at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the Owner fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Household ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (1) above and to enter the requisite purchase and sale agreement. If more than one Eligible Household is located, the Monitoring Agent shall conduct a lottery or other like procedure to determine which Eligible Household shall be entitled to enter a purchase and sale agreement with Owner and to purchase the Property. Preference shall be given to Appropriate Size Households and to applicants satisfying the local preference categories set forth in the Housing Plan. The procedure for marketing and selecting an Eligible Household shall be approved as provided in the Regulations and the Housing Plan. If an Eligible Household is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Household proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Household who will enter a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

(c) In the event an Eligible Household cannot be located, the Monitoring Agent or the Authority or its designee shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase and sale agreement shall be entered, and the purchase shall occur within ninety (90) days after receipt of the Conveyance Notice or, within the additional sixty (60)-day period specified in subsection (b) above, or such further time as reasonably requested to carry out the purchase and sale agreement. Any lack of cooperation by

Owner in measures reasonably necessary to effect the sale shall extend the 90-day period by the length of the delay caused by such lack of cooperation. The Monitoring Agent shall promptly give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period. In the event of such a sale to the Monitoring Agent or the Authority or its designee, the Property shall remain subject to this Deed Rider and shall thereafter be sold or rented to an Eligible Household as may be more particularly set forth in the Regulations and the Housing Plan.

(d) If an Eligible Household fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or the Authority or designee does not purchase the Property during said period, then the Owner may convey the Property to an Ineligible Household no earlier than thirty (30) days after the end of said period at the Maximum Resale Price, but subject to all rights and restrictions contained herein; provided that the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider (except that the term shall be for the balance of the original five (5) year term of this Deed Rider) which the Owner agrees to execute, to secure execution by the Ineligible Household and to record with the Deed.

(e) The priority for exercising the options to purchase contained in this Section 4 shall be as follows: (i) an Eligible Household located and selected by the Monitoring Agent, as provided in subsection (b) above, (ii) the Authority or its designee, as provided in subsection (c) above, and (iii) an Ineligible Household, as provided in subsection (d) above.

(f) Nothing in this Deed Rider constitutes a promise, commitment or guarantee by the Authority or the Monitoring Agent that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other price for the Property or that the Monitoring Agent or the Authority will elect to purchase the Property under subsection (c).

(g) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Conveyance Notice.

5. Delivery of Deed.

(a) In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes and assessments 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 laws, zoning laws, the Regulations and the Housing Plan, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, and (vi) except as otherwise provided in the Compliance Certificate, a Deed Rider identical in form and substance to this Deed Rider (except that the term shall be for the balance of the original five (5) year term of this Deed Rider) which the Owner hereby agrees to execute, to secure execution by

the selected purchaser, and to record with the deed. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

(b) Said deed, including the approved Deed Rider, shall be delivered and the purchase price paid (the "Closing") at the _____ County Registry of Deeds, or at the option of the selected purchaser, exercised by written notice to the Owner at least five (5) days prior to the delivery of the deed, at such other place as the selected purchaser may designate in said notice. The Closing shall occur at such time and on such date as shall be specified in a written notice from the selected purchaser to the Owner, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in Section 4(a) above.

(c) To enable Owner to make conveyance as herein provided, Owner may, if Owner so desires at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed, or in the case of institutional mortgages, provided that customary arrangements are made for a discharge to be promptly procured and recorded after the Closing. Nothing contained herein as to the Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the election of the selected purchaser to take title, nor anything else in this Deed Rider shall be deemed to waive, impair or otherwise affect the priority of the rights herein over matters appearing of record, or occurring, at any time after the recording of this Deed Rider, all such matters so appearing or occurring being subject and subordinate in all events to the rights herein.

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

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

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owner shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owner shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owner that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owner can deliver to the Property in its then condition and to pay therefore the purchase price without deduction, in which case the Owner shall convey

such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

(A) Pay over or assign to the selected purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonably expended by the Owner for any partial restoration, or

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

6. Resale and Transfer Restrictions.

(a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owner, or the Owner's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent, which Compliance Certificate refers to the Property, the Owner, the selected purchaser thereof and the Maximum Resale Price therefore, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and unless there is also recorded a new Deed Rider executed by the selected purchaser, which new Deed Rider is identical in form and substance to this Deed Rider, except that the term shall be for the balance of the original five (5) year term of this Deed Rider.

(b) The Owner, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the Deed Rider, together with recording information. Failure of the Owner, or Owner's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. Survival of Restrictions Upon Exercise of Remedies by Mortgagees.

(a) The holder of record of any mortgage on the Property (each, a “Mortgagee”) shall notify the Monitoring Agent, the Authority and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the “Foreclosure Notice”), which notice shall be sent to the Monitoring Agent and the Authority as set forth in this Deed Rider, and to the senior Mortgagee(s) as set forth in such senior Mortgagee’s mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner expressly agrees to the delivery of the Foreclosure Notice and any other communication and disclosures made by the Mortgagee pursuant to this Deed Rider.

(b) The Owner grants to the Authority or its designee the right and option to purchase the Property upon receipt by the Authority of the Foreclosure Notice. In the event that the Authority intends to exercise its option, the Authority or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee’s mortgage, together with the outstanding principal balance(s) of any note(s) secured by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the “Mortgage Satisfaction Amount”), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner) (the greater of (i) and (ii) above herein referred to as the “Applicable Foreclosure Price”). The Property shall be sold and conveyed in its then-current “as is, where is” condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee’s mortgage, and further subject to a Deed Rider identical in form and substance to this Deed Rider (except that the term shall be for the balance of the original five (5) year term of this Deed Rider) which the Owner hereby agrees to execute, to secure execution by the Authority or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the Authority or its designee the owner-occupant requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Household), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the Authority or its designee, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Authority or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Authority and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current “as is, where is” condition, without representation or warranty of any kind, direct or indirect, express or

implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Deed Rider, as set forth below.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Authority after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Authority is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the Authority. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Authority under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Authority.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider (except that the term shall be for the balance of the original five (5) year term of this Deed Rider), which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider (except that the term shall be for the balance of the original five (5) year term of this Deed Rider), which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Household, then during the term of ownership of the Property by such Ineligible Household, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements in this Deed Rider.

(h) The Owner understands and agrees that nothing in this Deed Rider, the Regulations or the Housing Plan (i) in any way constitutes a promise or guarantee by the Authority or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency, or (iii) in any way constitutes a promise, commitment or guarantee that the Authority will elect to exercise its option to purchase the Property pursuant to subsection (b) above.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 7 shall supersede the provisions of Section 4 hereof.

8. Covenants to Run With the Property.

(a) This Deed Rider, including all restrictions, rights and covenants contained herein, is an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, having the benefit of Section 32 of such Chapter 184, and is enforceable as such.

(b) In confirmation thereof the Grantor and the Owner intend, declare and covenant (i) that this Deed Rider, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Owner and the Owner's successors in title and assigns, (ii) are not merely personal covenants of the Owner, and (iii) shall enure to the benefit of and be enforceable by the Authority and its successors and assigns, for the Term. Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts have been satisfied in order for the provisions of this Deed Rider to constitute restrictions and covenants running with the land and that any requirements of privity of estate have been satisfied in full.

9. Notice. Any notices, demands or requests that may be given under this Deed Rider shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

Authority:

Southfield Redevelopment Authority
223 Shea Memorial Drive
South Weymouth, MA 02190

Grantor:

Owner:

Monitoring Agent:

Others:

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

10. Further Assurances. The Owner agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and other material information pertaining to the Property and the Owner's conformance with the requirements of the Regulations and the Housing Plan.

11. Enforcement.

(a) The rights hereby granted shall include the right of the Authority and the Monitoring Agent to enforce this Deed Rider independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Property to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Authority and the Monitoring Agent.

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

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

- (ii) money damages for charges in excess of the Maximum Resale Price, if applicable;
- (iii) if the violation is a sale of the Property to an Ineligible Household except as permitted herein, the Monitoring Agent and the Authority shall have the option to locate an Eligible Household to purchase or itself purchase the Property from the Ineligible Household on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Deed Rider; specific performance of the requirement that an Ineligible Household shall sell, as herein provided, may be judicially ordered.
- (iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Deed Rider in the absence of a Compliance Certificate, by an action in equity to enforce this Deed Rider; and
- (v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Household.

(c) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Authority in the event successful enforcement action is taken against the Owner or Owner's successors or assigns. The Owner hereby grants to the Monitoring Agent and the Authority a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Authority shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Deed Rider against the Owner and to assert such a lien on the Property to secure payment by the Owner of such fees and expenses.

(d) The Owner for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent and the Authority the right to take all actions with respect to the Property which the Monitoring Agent or the Authority may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Deed Rider.

12. Monitoring Agent Services; Fees. The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Deed Rider. As partial compensation for providing these services, a Resale Fee shall be payable to the Monitoring Agent on the sale of the Property to an Eligible Household or any other purchaser in accordance with the terms of this Deed Rider. This fee, if imposed, shall be paid by the Owner herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

13. Severability. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

14. Independent Counsel. THE OWNER ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER, OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

15. Binding Agreement. This Deed Rider shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as permitted by this Deed Rider.

16. Amendment. This Deed Rider may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Authority and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

16 December 2014

Executed as a sealed instrument this _____ day of _____, 20__.

Grantor:

Owner:

By _____

By _____

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, the _____ of _____ in its capacity as the _____ of _____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, the _____ of _____ in its capacity as the _____ of _____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____.

Notary Public
My commission expires:

SouthField

Affirmative Marketing Plan

Affirmative fair marketing of all Affordable Housing Units and Workforce Housing Units shall be conducted to provide maximum opportunity for all Eligible Households, including minority households, to apply for the lotteries. Advertisements will run at least twice within the marketing period (60 days) in local, regional, and minority newspapers. Advertisements will re-run every 12 months as directed by the Master Developer, the Authority and/or as affordable and workforce housing demand may warrant.

Notices meeting the requirements of the Affordable and Workforce Housing Regulations and the Affordable and Workforce Housing Plan will also be sent to the civic organizations and social/community groups listed on the following pages.

Additional newspapers, civic organizations and social/community groups can be added to this marketing plan by either the Authority or the Master Developer.

This marketing plan is designed to ensure equal, fair and open access to all eligible applicants regardless of race, color, religious creed, marital status, familial status, military status, handicap, national origin, sex age, ancestry, sexual preference and source of income.

Newspapers

Name	Area	Racial/Ethnic Identification
Weymouth News	NAS South Weymouth	Mixed
The Abington Mariner	NAS South Weymouth	Mixed
Patriot Ledger (all editions)	South Shore	Mixed
Boston Globe	Eastern Massachusetts	Mixed
Boston Herald	Eastern Massachusetts	Mixed
Brockton Enterprise	Brockton Metro	Mixed

The Quincy Sun	Quincy Metro	Mixed
Fall River Herald News	Providence/Fall River County	Mixed
Rhode Island Newspaper Group (22 local weeklies including The Spectator)	Providence / Fall River County	Mixed
El Mundo	Greater Boston	Hispanic
The Bay State Banner	Greater Boston	African-American
Sampan	Greater Boston	Asian
Ming Pao	Greater Boston	Asian
Sing Tao	Greater Boston	Asian

Civic Organizations and Social/Community Groups

Abington Council on Aging

Suzanne Djusberg – COA Director
 Abington Town Offices
 500 Gliniewicz Way
 Abington, MA 02351
 Tel: (781) 982-2145

Abington Fire Department

John M. Nuttall — Fire Chief
 1040 Bedford Street
 Abington, MA 02351
 Tel: 781-982-2114

Abington High School

Teresa Sullivan — Principal
201 Gliniewicz Way
Abington, MA 02351
Tel: 781-982-2160
Fax: 781-982-0061

Abington Housing Authority

Patricia Murphy
Abington Town Offices
500 Gliniewicz Way
Abington, MA 02351
Tel: 781-982-2100

Abington Police Department

David Majenski — Police Chief
215 Central Street
P.O. Box 2113
Abington, MA 02351
Tel: 781-878-3232
Fax: 781-982-2111

Abington Public Library

600 Gliniewicz Way
Abington MA 02351
Tel: 781-982-2139
Fax: 781-878-7361
ablib@ocln.org

Abington Town Hall

500 Gliniewicz Way
Abington, MA 02351
Tel: 781-982-2112
Fax: 781-982-2121

Allston-Brighton Community Development Corporation

Carol Ridge-Martinez — Executive Director
320 Washington Street
Brighton, MA 02135
Tel: 617-787-3874 x 209
Fax: 617-787-0425
Michelle Meiser — Director of Homeownership x218
Juan Gonzalez — Director of Community Organizing

Asian American Civic Association

Mary Chin — Board Chair
87 Tyler Street
Boston, MA 02111
Tel: 617-426-9492
Fax: 617-482-2316

Asian Community Development Corporation

Janelle Chan — Executive Director
38 Oak Street
Boston, MA 02111
Tel: 617-482-2380
Fax: 617-482-3056
Katherine Oh Roos — Director of Housing x202

Atlantic Neighborhood Center c/o Good Shepard Lutheran Church

381 Hancock Street
North Quincy, MA 02171
Tel: 617-376-1381

Back of the Hill Community Development Corporation

Kay Gallagher — Executive Director
100 South Huntington Avenue
Jamaica Plain, MA 02130
Tel: 617-277-3639

Black Ministerial Alliance of Greater Boston, Inc.

7 Palmer Street
Roxbury, MA 02119
Tel: 617-445-2737
Fax: 617-445-3557
www.bmaboston.org

Boston Center for Independent Living

Bill Henning—Executive Director
60 Temple Place
Boston, MA 02111
Tel: 617-338-6665
TTY: 617-338-6662
Fax: 617-338-6661
BostonCIL@hotmail.com

Boston Centers for Youth and Families

1483 Tremont Street
Boston, MA 02120
Tel: 617-635-4920
Fax: 617-635-4524

Boston Tenant Coalition

14 Beacon Street, Room 606
Boston, MA 02108
Tel: 617-423-8609
Fax: 617-523-1847

Chinese Economic Development Corporation

Edward Chaing Ex. Director
65 Harrison Avenue, 7th Floor
Boston, MA 02111
Tel: 617-482-1011
Fax: 617-482-5289
Edward Chiang — Property Manager

Citizens' Housing and Planning Association (CHAPA)

Emmanuel Owusu-Boakye, Program Manager
Mass Accessible Housing Registry
18 Tremont Street, Suite 401
Boston, MA 02108
Tel: 617-742-0820
Fax: 617-742-3953
eowusuboakye@chapa.org
www.chapa.org

Codman Square Neighborhood Development Corporation

Gail Latimore — Executive Director
587 Washington Street
Dorchester, MA 02124
Tel: 617-825-4224
Fax: 617-825-0893
Barbara Carrera, Dana Dalke, Cullen Deas
Marianne McLaughlin x128 — Rehab lending & Homeowner Services

Community Development Corporation of Boston

Marvin Gilmore — President/CEO
801 Albany Street
Roxbury, MA 02119
Tel: 617-442-2114
Fax: 617-442-5522

Department of Planning and Community Development

Dennis Harrington
1305 Hancock Street
Quincy, MA 02169
Tel: 617-376-1372
Fax: 617 376-1097

Department of Social Services

Terry Flynn
224 Forbes Rd. Suite 117
Braintree 02184
Tel: 781-794-4400
Fax: 781-794-4507

Dorchester Bay Economic Development Corporation

Jeanne DuBois — Executive Director
The Pierce Building
594 Columbia Road, Suite 302
Dorchester, MA 02125
Tel: 617-825-4200
Fax: 617-825-3522
Jasenka Diminic x 215 —Director of Real Estate Development

East Boston Community Development Corporation

Joe Kriesberg, President/CEO
72 Marginal Street
East Boston, MA 02128
Tel: 617-569-5590
Fax: 617-569-4846

Ensuring Stability Through Action (ESAC)

Emily Morris Litonjua - Executive Director
214 Harvard St., Lower Level
Dorchester MA 02124
Tel: 617-524-2555
Fax: 617-524-2430

Fenway Community Development Corporation

Carl Koechlin — Executive Director
73 Hemenway Street
Boston, MA 02115
Tel: 617-267-4637 x 14
Fax: 617-267-8591
Sheneal Parker — President
Kristen Saccoccio x 16 — Director of Housing

Fields Corner Community Development Corporation

Donna Finnegan — Executive Director
One Arcadia Place
Dorchester, MA 02122
Tel: 617-282-4290
Fax: 617-282-6278
Eugene Colella — Property Manager

Greater Boston Interfaith Organization

Cheryl Andes — Lead Organizer
594 Columbia Road, Suite 203
Dorchester, MA 02125
Tel: 617-825-5600
Fax: 617-825-5400
www.gbio.org

Inquillinos Boricuas En Accion (IBA)

Vanessa Calderone-Rosado — Executive Director
405 Shawmut Avenue
Boston, MA 02118
Tel: 617-927-1707
Fax: 617-536- 5816

Jamaica Plain Neighborhood Development Corporation

Richard Thai — Executive Director
31 Germania Street
Jamaica Plain, MA 02130
Tel: 617-522-2424
Fax: 617-524-3596
Sylvia Toruno x 239 – Resident Leadership Coordinator

Lena Park Community Development Corporation

E. Lorraine Baugh — Executive Director
150 American Legion Highway
Dorchester, MA 02124
Tel: 617-436-1900
Fax: 617-436-0999
Richard Evans x 282— Resident Resource Specialist

Madison Park Development Corporation

Jeanne Pinado — Executive Director
184 Dudley Street, Suite 400
Roxbury, MA 02119
Tel: 617-541-3900 x 220
Fax: 617-541-4900
David Price x 226 — Director of Real Estate

Massachusetts Affordable Housing Alliance (MAHA)

Chava Hassan
1803 Dorchester Ave.
Dorchester, MA 02124
Tel: 617-822-9100
Fax: 617-265-7503
chassan@mahahome.org

MAHA Dedham Office
515 Providence Highway, Suite 102
Dedham, MA 02026
Tel: 781-636-4000
Fax: 617-265-7503
chassan@mahahome.org

Massachusetts Association of Community Development Corporations

Joseph Kriesberg — President & CEO
89 South Street — 4th Floor
Boston, MA 02111
Tel: 617-426-0303
Fax: 617-426-0344
Latifa Ziad — Director of Housing & Community Reinvestment

Massachusetts Housing Finance Agency (MassHousing)

Tom Gleason — Executive Director
One Beacon Street
Boston, MA 02108
Tel: 617-854-1000
Fax: 617-854-1091

Massachusetts Housing Partnership (MHP)

Clarke Ziegler — Executive Director
160 Federal Street
Boston, MA 02110
Tel: 617-330-9955
Fax: 617-330-1919

Mattapan Community Development Corporation

Emmanuel Bellegarde — Executive Director
1649 Blue Hill Avenue — 2nd Floor
Mattapan, MA 02126
Tel: 617-296-2000
Fax: 617-296-2402

Metropolitan Boston Housing Partnership (MBHP)

125 Lincoln Street, 5th floor
Boston, MA 02111
Tel: 617-859-0400
Fax: 617-532-7620

Metropolitan Council for Educational Opportunity (METCO)

40 Dimock Street
Roxbury, MA 02119
Tel: 617-427-1545
Fax: 617-541-0550
Hyacinth McLaren hmclaren@metcoinc.org-

Metropolitan Housing Clearing Center/MetroList

Boston City Hall, One City Hall Square
Government Center
Ninth Floor, Room 966-A
Boston, MA 02201
Tel: 617-635-4408
617-635-3321
Fax: 617-635-3290
Keesha Rue — keesha.rue@cityofboston.gov

Mission Hill Neighborhood Housing Services

Jim Hoffman — Executive Director
1 Brigham Circle
1620 Tremont Street
Boston, MA 02120
Tel: 617-566-6565
Fax: 617-566-1440
www.missionhillnhs.org

NAACP Boston Branch

Cornell Brooks — President
330 Martin Luther King Blvd.
Roxbury MA 02119
Tel: 617-427-9494
Fax: 617-492-1911

Neighborhood Development Corp. of Grove Hall

Virginia Morrison — Executive Director
7 Cheney Street
Dorchester, MA 02121
Tel: 617-445-2284
Fax: 617-445-2770

Neighborhood Housing Services of the South Shore

Robert Corley — Executive Director
422 Washington Street
Quincy, MA 02169
Tel: 617-770-2227
Fax: 617-770-2249

Neighborhood of Affordable Housing

Phil Giffey — Executive Director
143 Border Street
East Boston, MA 02128
Tel: 617-567-5882 x240
Fax: 617-567-7563
Marilyn Scott x 210 — Director of Housing Services

New Vision Community Development Corporation

Dr. Christopher Thompson, President
320B Blue Hill Avenue
Dorchester, MA 02121
Tel: 617-442-5711
Fax: 617-442-4520

Nuestra Comunidad

David Price — Executive Director
150 Dudley St.
Roxbury, MA 02119
Tel: 617-427-3599
Fax: 617-989-1216
Monica Dean — Director of Resident Services

Old Colony Planning Council Area Agency On Aging

70 School Street
Brockton MA 02301
Tel: 508-583-1833
Fax: 508-559-8768

Old West End Housing Corporation

Jim Campano — Executive Director
42 Lomasney Way
Boston, MA 02114
Tel: 617-628-2479

Quincy Housing Authority

James Lydon, Executive Director
80 Clay Street
Quincy, MA 02170
Tel: 617-847- 4350 & 4359

Rockland Council on Aging

Peggy Bryan – Director
317 Plain St.
Rockland, MA 02370
Tel: 781-871-1266
Email: rocklandseniors@yahoo.com

Rockland Fire Department

Scott Duffy - Fire Chief
360 Union Street
Rockland, MA 02370
Tel: 781-878-2123
Fax: 781-982-0302

Rockland High School

Dr. Alan Cron —Principal
Kathleen Paulding —Assistant Principal
52 MacKinlay Way
Rockland, MA 02370
Tel: 781-871-0541
Fax: 781-878-0158

Rockland Housing Authority

Carolyn Gunderway — Executive Director
8 Studley Ct
Rockland, MA 02370-2509
Tel: 781-878-4156]

Rockland Police Department

John R. Llewellyn – Police Chief
490 Market Street
Rockland, MA 02370
Tel: 781-871-3890
Fax: 781-871-8284

Rockland Public Library

20 Belmond St.
Rockland, MA 02370
Tel: 781-878-1236
Fax: NA
Email: info@rocklandmemoriallibrary.org

Rockland Town Hall

Rockland Town Offices
242 Union Street
Rockland, MA 02370-1897
Tel: 781-871-1874
Fax: 781-871-0386

South Boston Neighborhood Development Corporation

Donna Brown — Executive Director
365 West Broadway
South Boston, MA 02127
Tel: 617-268-9610
Fax: 617-268-4813

South Shore Chamber of Commerce

1050 Hingham Street
Rockland, MA 02370
Tel: 617-479-1111
Fax: 617-479-9274
info@southshorechamber.org

South Shore Elder Services

1193 Sea Street
Quincy, MA 02169
Tel: 781-848-3910
Fax: 781-843-8279

South Shore Housing Development Corporation

169 Summer Street
Kingston, MA 02364
Tel: 781-422-4200
Fax: 781-585-7483

Southwest Boston Community Development Corp.

Michael Feloney— Executive Director
11 Fairmount Avenue
Hyde Park, MA 02136
Tel: 617-364-7300
Fax: 617-364-7360

Tent City Corporation

Sandra Manassa — Executive Director
130 Dartmouth St.
Boston, MA 02116
Tel: 617- 267-8195
Fax: 617-262-8713

TriCAP

110 Pleasant St.
Malden, MA 02148
Tel: 781-322-4125 – Administration
Fax: 781-324-5303

Urban Edge Housing Corporation

Mossik Hacobian — Executive Director
1542 Columbus Avenue, Suite 2
Roxbury, MA 02119
Tel: 617- 989-9300
Fax: 617-427-8931
Eva Osoria — Homeowner Services Manager
Chrystal Kornegay — Director of Real Estate
Leroy Stoddard — Director of Community Services

Viet Aid

Nam Pham —Executive Director
42 Charles Street, Suite E
Boston , MA 02122
Tel: 617-822-3717
Fax: 617-822-3718

Weymouth Department of Planning and Community Development

Weymouth Town Hall
75 Middle Street,
East Weymouth, MA 02189
Tel: 781-340-5015
Fax: 781-335-3283
Dennis Falcione —Housing Coordinator

Weymouth Elder Services Division

McCulloch Building/Whipple Senior Center
182 Green Street
North Weymouth, MA 02191
Tel: 781-682-6140
Fax: 781-331-8728

Weymouth Fire Department

Keith Stark —Fire Chief
636 Broad Street
E. Weymouth, MA 02189
Tel: 781-337-5151
Fax: (781) 340-5024

Weymouth High School

One Wildcat Way
South Weymouth, MA 02190
Tel: 781-337-7500
Fax: 781-340-2568 (Maroon Bldg)
Fax: 781-340-2569 (Gold Bldg)

Weymouth Housing Authority

402 Essex Street
Weymouth, MA 02188
Tel: 781-331-2323
Fax: 781-335-3283

Weymouth Police Department

Richard Grimes —Police Chief
140 Winter Street
Weymouth, MA 02188
Tel: 781)335-1212
Fax: 781-335-3283

Weymouth Town Hall

75 Middle Street
Weymouth, MA 02189
Tel: 781-340-5017
Fax: 781-335-3283

Weymouth Town Libraries:

Tufts Library

Main Branch
46 Broad Street
Weymouth, MA 02188
Tel: 781-337-1402
Email: wecontact@ocln.org

Franklin Pratt Library

1400 Pleasant Street
East Weymouth MA 02189
Tel: 781-337-1677
Email: wecontact@ocln.org

North Branch Library

220 North Street
North Weymouth MA 02191
Tel: 781-340-5036
Email: wecontact@ocln.org

16 December 2014

YouthBuild Boston

Victor Subero — Executive Director

27 Center St.

Roxbury, MA 02119

Tel: 617-445-8887

Fax: 617-427-3950