



Bk: 21698 Pg: 234 Page: 1 of 13
Recorded: 10/26/2007 02:50 PM

AFFORDABLE HOUSING RESTRICTION

Town of Carlisle
To
Community Teamwork, Inc.

Off South Street
Carlisle, Massachusetts

The **Town of Carlisle**, a municipal corporation, with an address at the Municipal Building, 66 Westford St., Carlisle, Massachusetts, 01741, acting by and through its Board of Selectmen ("Grantor"), as the fee owner grants, with quitclaim covenants, to **Community Teamwork, Inc.**, a Massachusetts charitable corporation, with an address at 167 Dutton Street, Lowell, Massachusetts 01852, its successors and permitted assigns ("Grantee") in perpetuity and exclusively for the purpose of ensuring retention of housing for occupancy by low or moderate-income households, the following described Affordable Housing Restriction on a parcel of land located off South Street in the Town of Carlisle, Massachusetts, constituting a total of approximately four and 39/100's (4.39) acres lying on the southerly side of South Street, more particularly described in Exhibits A and B attached hereto and incorporated herein (referred to as the "Premises").

This Affordable Housing Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. It is granted in fulfillment of the requirements of G. L. c. 44B, §12 to permanently restrict land acquired with Community Preservation Funds for "community housing" as that term is used and defined in G. L. c. 44B, §2. It is granted pursuant to the authority granted by the Town of Carlisle March 23, 2004 Special Town Meeting Article 1, by the Town of Carlisle May 23, 2005, Annual Town Meeting Article 20, and by the Town of Carlisle October 30, 2006, Special Town Meeting Article 3. (Certified copies of said votes are attached as Exhibits A, B, and C, respectively, to the Declaration of Easements by the Town of Carlisle recorded herewith.)

1. In this Affordable Housing Restriction, the following words and phrases shall have the meanings indicated:

"Affordable" means restricted for ownership, lease or occupancy as Community Housing.

"Area" means the MSA or PMSA in which the Premises is located.

"Community Housing" means, as stated in M.G.L. Chapter 44B Section 2, low or moderate income housing for individuals and families, including low or moderate income senior housing.

"Household" means one or more individuals occupying a Unit on the Premises as his, her, or their Principal Residence.

"HUD" means the United States Department of Housing and Urban Development, its successors, assigns, agents and designees.

"Low Income Household" means a Household whose annual income is no higher than eighty-percent (80%) of the median income for the Area based on household size as determined by HUD.

"Maximum Price" means the purchase price of the Unit calculated at the time of purchase of the Unit by assuming a ten percent (10%) down payment and an annual mortgage debt service at the interest rate available to the Unit purchaser for a thirty (30) year fixed rate mortgage which is equal to thirty percent (30%) of the income of the Unit purchaser.

"Maximum Rent" means a monthly rent, exclusive of utilities, payable by a lessee or occupant of the Premises, not exceeding 30% of the monthly income of that lessee or occupant.

"Moderate Income Household" means a Household whose annual income is no higher than one hundred percent (100%) of the median income for the Area based on household size as determined by HUD.

"MSA" means "Metropolitan Statistical Area" as that phrase is defined under the United Housing Act of 1937 and otherwise used by HUD.

"PMSA" means primary metropolitan statistical area as that phrase is defined under the United Housing Act of 1937 and otherwise used by HUD.

"Premises" means the parcel of land and the present or future improvements thereon, further described in Exhibit A hereto, to which this Affordable Housing Restriction attaches.

"Principal Residence" means the place where a Household resides with the present intent to make it the Household's fixed and permanent home. The Household's physical presence alone will not establish a Principal Residence. In ascertaining the Household's intent, the Grantor shall consider, among other things, the Household's employment status, voter registration, driver's license, motor vehicle registration, real property ownership, income tax returns, or the filing with the Grantor of a written declaration to establish or maintain a Principal Residence.

"Senior Lender" means the holder of record of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender on the entire Premises or on a Unit.

"Unit" means an apartment or other residential unit located on the Premises intended for occupancy by one Household.

2. The purpose of this Affordable Housing Restriction is to assure that the Premises will be retained as Community Housing for occupancy by Low or Moderate-Income Households. Grantor intends to construct on the Premises up to twenty-six (26) Units, together with all reasonable and necessary appurtenances, including without limitation, parking areas, access roads, utilities service, wells and septic systems. In addition, Grantor intends to construct a road and other improvements serving both the Premises and abutting parcels, all pursuant to the Declaration of Easements dated September 25, 2007, by the Town of Carlisle recorded herewith prior to this Affordable Housing Restriction.

3. The Grantor intends, declares and covenants, on behalf of itself and its successors and assigns, that the covenants and restrictions set forth in this Affordable Housing Restriction regulating and restricting the use, occupancy and transfer of the Premises (i) shall be and are covenants running with the Premises, encumbering the Premises in perpetuity from the date hereof, binding upon the Grantor's successors in title and all subsequent owners of the Premises, (ii) are not merely personal covenants of the Grantor, and (iii) shall bind the Grantor and its successors and assigns and the benefits shall inure to the Grantee and to any prospective tenant[s] or Unit owners of the Premises.

4. This Affordable Housing Restriction is intended to be construed as an affordable housing restriction as defined in Section 31 of Chapter 184 of the Massachusetts General Laws which has the benefit of Section 32 of said Chapter 184, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law. The Grantor hereby agrees that any and all requirements of the laws of The Commonwealth of Massachusetts to be satisfied in order for this Affordable Housing Restriction to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are intended to be satisfied, or in the alternative, that an equitable servitude has been created to insure that this Affordable Housing Restriction runs with the land.

5. Each and every contract, deed or other instrument hereafter executed conveying the Premises or portion thereof shall expressly provide that such conveyance is subject to this Affordable Housing Restriction, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Premises or portion thereof provides that such conveyance is subject to this Affordable Housing Restriction.

6. The Premises shall be used for rental or owned housing in accordance with this Affordable Housing Restriction and shall contain complete facilities for living, sleeping, eating, cooking and sanitation which are to be used as the Principal Residences of up to twenty-six (26) Low or Moderate Income Households.

7. (a) The Grantor shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, sexual preference, national origin or any other basis prohibited by law in the lease, use and occupancy of the Premises. Without limiting the generality of the foregoing, Grantor specifies that any local preference provisions in tenant or buyer selection procedures applicable to the Premises will not have a discriminatory effect.

(b) The Grantor shall adopt and apply fair and reasonable tenant selection policies and criteria consistent with the purpose of providing housing for Low or Moderate-Income Households as required under this Affordable Housing Restriction.

(c) The Grantor shall not require any tenant or purchaser of a Unit to pay more than the Maximum Rent or the Maximum Price, as the case may be, for the Unit.

(d) The Grantor shall require that the Premises shall constitute the Principal Residence of any tenant or owner of the Premises.

8. (a) The Premises shall be leased to, occupied by or owned by, only Low or Moderate-Income Households. A Household's annual income shall be the anticipated total gross income from all sources received by the Household head and spouse (even if temporarily absent) and by each additional member of the Household (other than children under the age of 18 years), including all net income derived from assets for the 12-month period following the effective date of certification of income.

(b) If at any time a Unit is vacant and not owned, leased, rented or occupied by a Low or Moderate Income Household, the Grantor shall employ all reasonable efforts to sell, lease, rent or otherwise make available the Unit to Low or Moderate-Income Households.

9. The Grantor shall not permit the use of the Premises for any purpose other than ownership or rental housing in accordance with this Affordable Housing Restriction.

10. Any use of the Premises or activity thereon which is inconsistent with the purpose of this Affordable Housing Restriction is expressly prohibited. Grantor hereby grants to Grantee and its duly authorized representatives the right to enter the Premises (a) at reasonable times and in a reasonable manner for the purpose of inspecting the Premises to determine compliance with this Affordable Housing Restriction or any other agreement between Grantor and Grantee and (b) after 30 days prior written notice, to take any reasonable and appropriate action under the circumstances to cure any violation of the provisions of this Affordable Housing Restriction. The notice referred to in clause (b) shall include a clear description of the course and approximate cost of the proposed cure.

11. The rights hereby granted shall include the right of Grantee to enforce this Affordable Housing Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including without limitation relief requiring restoration of the Premises to its condition prior to any such violation (it being agreed that the Grantee will have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee. Grantor covenants and agrees to reimburse Grantee all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Affordable Housing Restriction or in taking reasonable measures to cure any violation hereof, provided that a violation of this Affordable Housing Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. By its acceptance of this Affordable Housing Restriction, Grantee does not undertake any liability or obligation relating to the condition of the Premises. If any provision of this Affordable Housing Restriction shall to any extent be held invalid, the remainder shall not be affected.

12. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the enforceability of this Affordable Housing Restriction; and the Grantor on behalf of itself and its successors and assigns appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agrees to execute any such instruments upon request. The

benefits of this Affordable Housing Restriction shall be in gross and shall be assignable by the Grantee. The Grantor and the Grantee intend that the restrictions arising hereunder take effect upon the date hereof, and to the extent enforceability by any person ever depends upon the approval of governmental officials, such approval when given shall relate back to the date hereof regardless of the date of actual approval or the date of filing or recording of any instrument evidencing such approval.

13 Notwithstanding anything herein to the contrary, but subject to the next succeeding paragraph hereof, if a Senior Lender shall acquire the Premises or a Unit by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the Premises or a Unit in lieu of foreclosure, and provided that said Senior Lender has given Grantee not less than sixty (60) days' prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of the Premises or Unit in lieu of foreclosure, then the rights and restrictions herein contained shall not apply to such Senior Lender upon such acquisition of the Premises or the Unit, as the case may be, or to any purchaser of the Premises or Unit from such holder, and such Premises or Unit shall, subject to the next two succeeding sentences, thereafter be free from all such rights and restrictions. The rights and restrictions contained herein shall not lapse if the Premises or Unit is acquired through foreclosure or deed in lieu of foreclosure by (i) Grantor, (ii) any person with a direct or indirect financial interest in Grantor, (iii) any person related to a person described in clause (ii) by blood, adoption or marriage, (iv) any person who is or at any time was a business associate of a person described in clause (ii), and (v) any entity in which any of the foregoing have a direct or indirect financial interest (each a "Related Party"). Furthermore, if the Premises or Unit are subsequently acquired by a Related Party during the period in which this Affordable Housing Restriction would have remained in effect but for the provisions of this Section, this Affordable Housing Restriction shall be revived and shall apply to the Premises or Unit as though it had never lapsed.

In the event such Senior Lender conducts a foreclosure or other proceeding enforcing its rights under such mortgage and the Premises or Unit is sold for a price in excess of the sum of the outstanding principal balances of all notes secured by mortgages of the Premises or Unit plus all future advances, accrued interest and all reasonable costs and expenses which the Senior Lender is entitled to recover pursuant to the terms of such mortgages, such excess shall be paid to the Town of Carlisle Housing Authority in consideration of the loss of the value and benefit of the rights and restrictions herein contained for use by the Town of Carlisle Housing Authority to produce and maintain housing affordable by Low or Moderate Income Households.

14. Any notice, request or other communication which either party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Grantor:

Town of Carlisle
Housing Authority
Municipal Building
66 Westford Street
Carlisle, MA 01741

If to Grantee:

Community Teamwork, Inc.
167 Dutton Street
Lowell, MA 01852

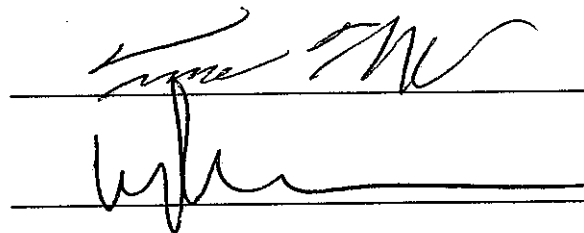
or such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by first class mail shall be deemed given two days after mailing; a notice delivered by hand shall be deemed given upon receipt.

15. The parties reserve the right to amend this Affordable Housing Restriction, provided that any amendment shall be effective only if it is consistent with the community housing purposes stated herein, and the amendment is consistent with applicable statutes, including without limitation M.G.L. Chapter 44B and Chapter 184. In addition, no substantial amendment shall be made without its having been approved in advance by a two-thirds or more vote of the Town of Carlisle Town Meeting. The parties agree that increasing to over twenty-six (26) the number of Units permitted under this restriction would constitute a substantial amendment thereof.

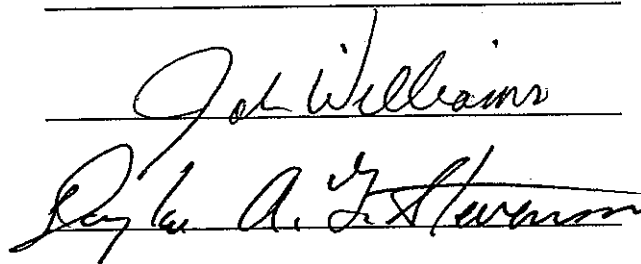
No documentary stamps are required as Grantor is a governmental body.

Executed under seal this 25th day of September, 2007.

TOWN OF CARLISLE
By its
BOARD OF SELECTMEN



Two handwritten signatures are written over two horizontal lines. The first signature is in cursive and appears to be "John M. Williams". The second signature is also in cursive and appears to be "Robert A. Stevenson".



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THE COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 25th day of September, 2007, before me, the undersigned notary public, personally appeared Timothy Hunt, Douglas Stevenson and William Tice, Jr. John D. Williams, and _____ as they constitute a majority of the Town of Carlisle Board of Selectmen, each proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that they signed it voluntarily on behalf of the Town of Carlisle, for its stated purpose.

Margaret M. de Mare
Notary Public
My commission expires: 4-18-2014

Exhibits

- A Legal Description
- B Sketch Plan

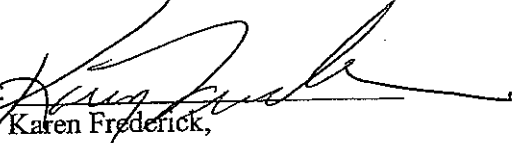
ACCEPTANCE OF GRANT

The above Affordable Housing Restriction is accepted this 31st day of

August, 2007.

Community Teamwork, Inc.

By:

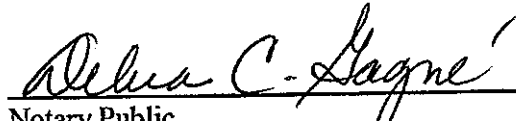

Karen Frederick,
Executive Director

(For signer's authority, see Clerk's Certificate
recorded herewith.)

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 31 day of August, 2007, before me, the undersigned notary public, personally appeared Karen Frederick, Executive Director of Community Teamwork, Inc., proved to me through satisfactory evidence of identification, which was ☒ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily on behalf of Community Teamwork, Inc., for its stated purpose.


Notary Public

My commission expires: 3-26-10

CERTIFICATE OF VOTE

At a meeting of the Board of Directors of Community Teamwork, Inc. held on Thursday evening, October 26, 2006, at which a quorum was present and acting, it was VOTED:

That the Executive Director and/or the Deputy Executive Director and/or the Chief Financial Officer and/or the President of the Board of Directors be granted the authority to sign contracts, leases, and other agreements on behalf of the Corporation.

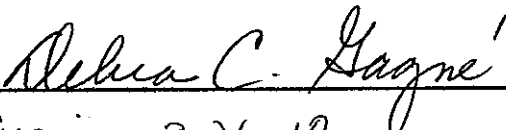
The vote was unanimous.

I further certify that the foregoing resolution has not been altered, amended or rescinded and remains in full force and effect and that Karen Frederick, as Executive Director, is currently authorized and empowered to act thereunder.

SIGNED: 
Sheila Och, Clerk

DATE: 09/14/2007

(Corporate Seal)

NOTARY: 
Expires 3-26-10

(Notary's Seal)

APPROVAL OF SELECTMEN

We, the undersigned, being a majority of the Board of Selectmen of the Town of Carlisle, Massachusetts, hereby certify that at a meeting duly held on September 25, 2007 the Selectmen voted to approve the foregoing Affordable Housing Restriction to Community Teamwork, Inc., pursuant to M.G.L. Chapter 184, Section 32. In connection with said approval, we determined that the foregoing Affordable Housing Restriction serves the public interest.

BOARD OF SELECTMEN

[Signature]
[Signature]

[Signature]
[Signature]

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 25th day of September, 2007, before me, the undersigned notary public, personally appeared Timothy Hult, Douglas Stevenson, William Tice, Jr., John D. Williams, and _____ as they constitute a majority of the Town of Carlisle Board of Selectmen, each proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that they signed it voluntarily on behalf of the Town of Carlisle, for its stated purpose.

Margaret McNamee
Notary Public
My commission expires: 4-18-2004

Certificate of Approval
Affordable Housing Restriction
G.L. c. 184, §32

The undersigned Undersecretary of the Massachusetts Department of Housing and Community Development hereby certifies that the Affordable Housing Restriction made and declared by the Town of Carlisle acting by and through its Board of Selectmen and recorded with the Middlesex North Registry of Deeds herewith, with respect to land in the Town of Carlisle described in deed to the Town of Carlisle recorded with the Middlesex North Registry of Deeds at Book 17113, Page 152, is hereby declared to be in the public interest and is approved pursuant to the provisions of Massachusetts General Laws chapter 184, section 32.

Date: 6/29/07

COMMONWEALTH OF MASSACHUSETTS

By: Francena Brooks

Francena Brooks

Undersecretary, Department of Housing
and Community Development

Commonwealth of Massachusetts

Suffolk, ss.

Date: 6/29/07

On this 29th day of JUNE, 2007, before me, the undersigned notary public, personally appeared FRANCENA BROOKS, proved to me through satisfactory evidence of identification, which were Personal Knowledge for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that she signed it voluntarily for its stated purpose.

Candace Simpson

Notary Public

Print Name:

My commission expires: _____

LPI/pic-a-f
031892

My Commission Expires
September 12, 2008

EXHIBIT A

Premises Description

The Premises hereby restricted consists of one parcel shown as Lot 1 on the plan entitled "Town Subdivision Plan for Parcel 'A' in Carlisle, Mass." dated August 10, 2005, recorded in Middlesex North Registry of Deeds Plan Book 224 Page 32. According to said plan, Lot 1 consists of approximately 4.39 acres of land. See also the plan entitled "Benfield Parcel "A" Confirmation Plan in Carlisle, Mass." dated June 26, 2007, recorded in said Deeds herewith.

Title to the Premises is subject to all easements and restrictions of record, if any, including without limitation the Declaration of Easements dated September 25, 2007, by the Town of Carlisle recorded in said Deeds herewith.

The Premises is the final delineation of the parcels approximately described on the plan attached to Article 1 of the March 23, 2004, Special Town Meeting as the "Recreation Overlay District". It is also approximately shown as Parcel 1 on the plan attached to Article 20 of the May 23, 2005, Annual Town Meeting. (Due to a scrivener's error, the plan attached to said Article 20 was actually entitled "Plan B Land Use Plan Benfield Parcel A"; rather than "Benfield Land Districts, Article 20, Annual Town Meeting" as stated in Article 20.) Pursuant to Article 3 of the October 30, 2006, Special Town Meeting, said Lot 1 was re-designated for housing, changed from its original designation for open space and recreation.

For Grantor's title to the Premises, see the deed of Marjorie Getchell and John M. Cornish, Trustees of South Street Nominee Trust dated April 6, 2004, recorded in said Deeds Book 17113 Page 152.

(7/6/2007)

DWL1B 210975v4
5602/18

PLANS & SURVEYORS:

MWE

METROWEST ENGINEERING, INC.
75 FRANKLIN STREET
FRAMINGHAM, MA 01702
TELE: (508)626-0063

PROPERTY OF:

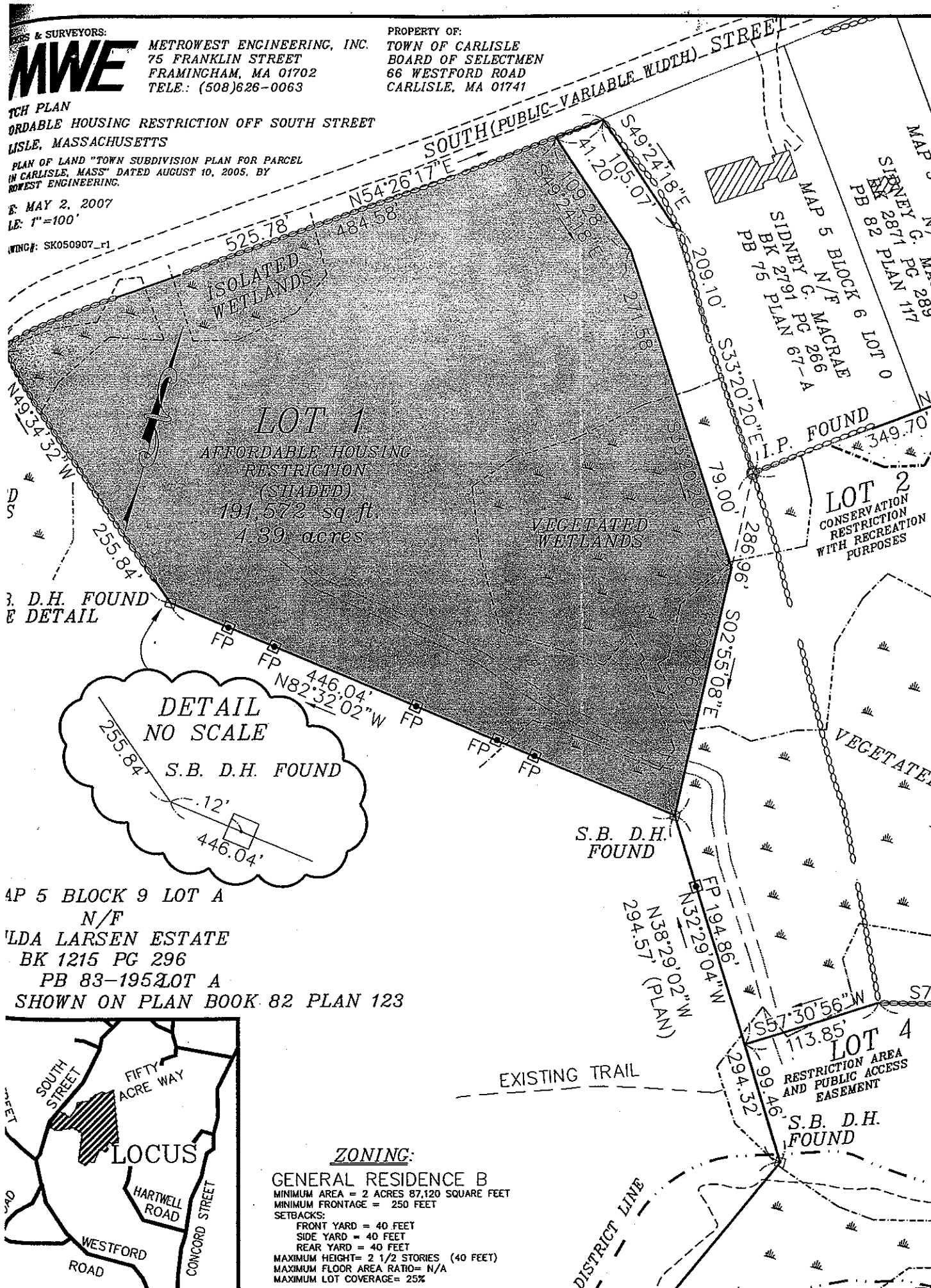
TOWN OF CARLISLE
BOARD OF SELECTMEN
66 WESTFORD ROAD
CARLISLE, MA 01741

TCH PLAN
ORDABLE HOUSING RESTRICTION OFF SOUTH STREET
LISLE, MASSACHUSETTS

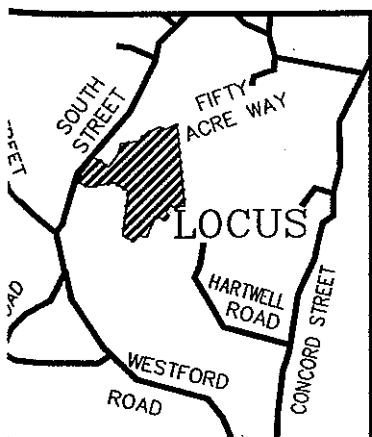
PLAN OF LAND "TOWN SUBDIVISION PLAN FOR PARCEL
IN CARLISLE, MASS" DATED AUGUST 10, 2005, BY
METROWEST ENGINEERING.

E: MAY 2, 2007
LE: 1"=100'

WING#: SK050907_r1



MAP 5 BLOCK 9 LOT A
N/F
LDA LARSEN ESTATE
BK 1215 PG 296
PB 83-1952 LOT A
SHOWN ON PLAN BOOK 82 PLAN 123



ZONING:

GENERAL RESIDENCE B

MINIMUM AREA = 2 ACRES 87,120 SQUARE FEET
MINIMUM FRONTAGE = 250 FEET

SETBACKS:

FRONT YARD = 40 FEET
SIDE YARD = 40 FEET
REAR YARD = 40 FEET
MAXIMUM HEIGHT = 2 1/2 STORIES (40 FEET)
MAXIMUM FLOOR AREA RATIO = N/A
MAXIMUM LOT COVERAGE = 25%