

# GLOVSKY

*Counselors-at-Law*

✓ cc: City Clerk

Miranda P. Gooding  
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Direct Dial (978) 720-3122

May 13, 2020

**VIA E-MAIL AND BY HAND**

Beverly Planning Board  
191 Cabot Street  
Beverly, MA 01915  
Attn: Darlene Wynne, Planning Director

***Re: Application by Briscoe Village LLC for City Council Special Permit and accompanying Inclusionary Housing Application – 7 Sohier Road***

Dear Darlene:

On behalf of Briscoe Village LLC, I enclose the following items in connection with the Planning Board's review of the Briscoe Project.

1. Four (4) copies of the Inclusionary Housing Application, with attached Addendum and draft Marketing Plan and Affordable Housing Restriction;
2. Filing Fee in the amount of \$100;
3. Courtesy Copy of Special Permit filing with City Clerk, including:
  - (a) Four (4) copies of the City Council Special Permit Application Form, with attached Addendum;
  - (b) Four (4) sets each of full size and reduced plan sets, consisting of civil, architectural and landscape drawings, entitled "*Briscoe Village LLC – Briscoe Village for Living & the Arts, 7 Sohier Road, Beverly, MA 01915, City Council Filing 13 May 2020*" consisting of 28 sheets in total, as indexed on the cover sheet;
  - (c) One (1) copy of Traffic Impact and Access Study dated April, 2020 prepared by Greenman-Pedersen, Inc.; and

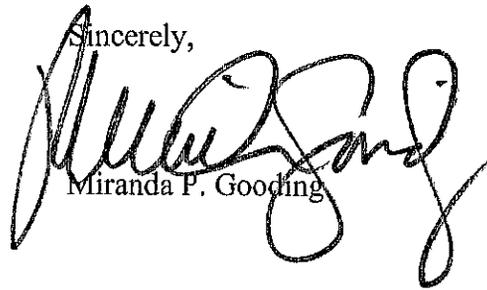
May 13, 2020  
Page Two

- (d) One (1) copy each of Stormwater Management Report accompanying Stormwater Analysis and Calculations, each dated May 13, 2020 prepared by Meridian Associates, Inc.

Kindly place this matter on the Planning Board's May 27<sup>th</sup> meeting agenda.

Should you require any further information, please do not hesitate to contact me.

Sincerely,



Miranda P. Gooding

MPG/Enclosures

cc: Lisa Kent, City Clerk

APPENDIX A – INCLUSIONARY HOUSING APPLICATION FORM

CITY OF BEVERLY PLANNING BOARD  
INCLUSIONARY HOUSING APPLICATION

*(please type or print clearly)*

File one (1) original and eleven (11) copies of completed form with the Beverly Planning Board together with a \$100.00 filing fee. One (1) completed form will also be filed with the City Clerk. Also file an electronic copy (PDF preferred) of all material by application deadline. See attached copy of *Inclusion of Affordable Housing Submission Requirements, Procedures & Supplemental Regulations* (the "Regulations") and Chapter 300, Zoning, Article XV, *Inclusion of Affordable Housing* for plan filing requirements and review procedure.

May 13 \_\_\_\_\_, 20 20 \_\_\_\_\_, 20 \_\_\_\_\_  
(date) (date received)

Name of owner *(please print)*: City of Beverly

Address of owner: 191 Cabot Street, Beverly, MA 01915

Telephone number (H): \_\_\_\_\_ (W): 978.921.6000

Name of applicant *(please print)*: Briscoe Village LLC

Address of applicant: c/o Glovsky & Glovsky, 8 Washington St., Beverly, MA 01915

Telephone number (H): \_\_\_\_\_ (W): 978.720.3122

Address of property: 7 Sohier Road

Assessors' Map #: 31 lot#: 13 zoning district: RHD

Total Area of Land: 4.89 acres

The deed for this property is recorded in Essex South Registry

Registry of Deeds, Book # 2504/3904, Page # 392/142

Total Number of Units: 85 senior apartments; 6 live/work studios

Description of project. Include identification of the lots(s) proposed for Inclusion (On-Site) Units and the type of dwelling unit(s):

Please see attached Addendum and accompanying application materials for  
City Council Special Permit application. Draft Regulatory Agreement and  
Marketing Plan are attached.

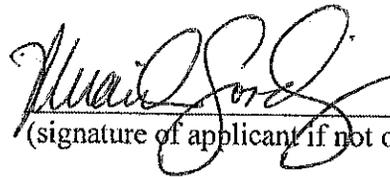
APPENDIX A – INCLUSIONARY HOUSING APPLICATION FORM

Is this project subject to Site Plan Review under Section 300-98 or 300-54 of the Beverly Zoning Ordinance? Yes \_\_\_\_\_ No X

Is this project subject to a Special Permit or subdivision filing with the Beverly Planning Board? Yes \_\_\_\_\_ No X

By its attorneys,

City authority to follow separately  
(signature of property owner)

  
(signature of applicant if not owner)

**Required Attachments**

1. Site Plan conforming to Chapter 300, Zoning, Section 300-54, 300-98, or 300-98.C pursuant to Section 315-5A(3) and (4) of the regulations.
2. Data demonstrating compliance with Sections 300-104, Housing Affordability, and 300-106, Minimum Percentage of Affordable Units, of the Zoning Ordinance.
3. Data demonstrating compliance with Section 300-109, Dimensional and Density Regulations, of the Zoning Ordinance - for Inclusion (on-site) Units only.
4. Elevations, sample floor plans and interior finish specifications for typical market-rate and affordable housing units (unless applicant requests deferment from Planning Board pursuant to Section 315-5A(8) of the Regulations).
5. Draft Regulatory Agreement, Draft Affordable Housing Deed Rider and Draft Affirmative Marketing Plan.
6. Proposed schedule of maximum affordable purchase prices or rents pursuant to Section 315-8 (old citation 2.4) of the Regulations.
7. For projects requiring a special permit pursuant to Article XV of the Zoning Ordinance, applicants shall submit information pursuant to Article IV of the Regulations.

***Inclusionary Housing Application***

This Inclusionary Housing Application accompanies a Special Permit request that is simultaneously being submitted to the City Council for a Special Permit under Section 300-58 of the Zoning Ordinance. Section 300-58, entitled “Residential Reuse of Public Buildings,” authorizes the City Council to grant Special Permit relief for the reuse of public buildings for “residential purposes and for other supporting uses the Council may determine are appropriate, provided that 12% of such allowed housing units are set aside for low- or moderate-income tenants...”

The Inclusionary Housing requirements under Section 300-104A of the Zoning Ordinance are not expressly pre-empted by Section 300-58. Accordingly, the Applicant has submitted this separate Inclusionary Housing Application to the Planning Board for the avoidance of any doubt. A draft affordable housing restriction and marketing plan accompany this Inclusionary Housing Application, demonstrating compliance with the affordability requirements of Section 300-58B(2). We note that the funding requirements for the Project will dictate the final form of affordable housing restriction and marketing plan, all of which will be subject to DHCD approval and which will qualify the units for inclusion as part of the City’s subsidized housing inventory in accordance with applicable DHCD regulations.

*The following Project Summary appears in the City Council Special Permit application and is replicated here for ease of reference:*

***Existing Conditions; the RFP***

The Briscoe School parcel consists of an 8.42 acre parcel of land situated in the RMD/multi-family zoning district, with frontage on Colon Street and Sohier Road. The site is owned by the City of Beverly and improved with a 3-story building that housed the Briscoe Middle School until 2018. In addition to the school building, the site contains parking areas containing approximately 120 parking spaces, and an unlined parking area formerly used to park the City’s fleet of school buses.

In 2019, the City of Beverly issued Request for Proposals (the “RFP”) for the acquisition and redevelopment of the site. Among other things, the RFP prioritized the preservation of the existing school building and its auditorium, as well as the creation of affordable senior housing.

The Applicant’s winning proposal includes the purchase and redevelopment of an approximately 4.89-acre portion of the overall site, with the City retaining ownership of the so-called “Turf Bowl,” recreational playing fields, and construction of a new access drive to the playing fields on the site. In addition to redeveloping the school building, the Applicant will be making extensive site improvements, including the construction of a new shared access drive that will access the project site as well as the recreational playing fields, the renovation of the Turf Bowl and the substantial enhancement of landscaping, stormwater management and sidewalk/curbing infrastructure along Sohier Road and Colon Street.

The Applicant has entered into a Purchase and Sale Agreement with the City that is contingent upon the receipt of the required federal, state and local approvals required to redevelop the site as outlined below.

***Project Description***

The proposed redevelopment of the Briscoe School is a collaboration between Harborlight Community Partners, a Beverly-based non-profit affordable housing and services organization (“Harborlight”), and Beacon Communities Development, a Boston-based affordable development company (“Beacon”). Harborlight and Beacon jointly submitted the winning proposal in response to the RFP. The Applicant named in this petition, Briscoe Village LLC, is the ownership entity that will implement the financing, construction and operation of the proposed historic renovation and affordable senior housing project described in the RFP proposal, including applications for historic and affordable housing tax credits.

Briscoe Village for Living and the Arts (“BVLA”) will be a state-of-the-art, locally focused, environmentally respectful, and historically sensitive new community that extends the Briscoe School’s service to the community for decades to come. The team’s redevelopment goal is to create a unique mixed-use intergenerational community that provides much needed senior housing and integrated wellness services, while supporting community arts, providing public gathering spaces and enhancing the City-owned recreational areas that are part of the existing site.

The chart on the following page contains a summary of the various Project components:

**Briscoe Village for Living and the Arts  
 Summary of Proposed Uses and Amenities**

<b>BVLA Building and Improvements</b>	
Senior Apartment Housing - 100% affordable and deed restricted  To be managed by Beacon Residential Management ("BRM")	Historic restoration of the existing building into 85 independent-living affordable senior apartments, together with accessory property management office, community room, wellness and fitness space 11 studios and 74 one-bedroom apartments, all with kitchens. The building and units will comply with all accessibility requirements.  Proposed Income Limits: 69 up to 60% AMI 16 up to 30% AMI
Live/Work Studios	6 studios, with shared use of residential amenity spaces; Income: not income, rent or age restricted
Theater/Auditorium	Restoration of existing auditorium into an approximately 500-seat theater, to be available for community theater/ meeting/assembly purposes; BRM is planning to program and operate the theater with a local arts partner, yet to be identified
Parking and Landscaping; outdoor amenities	Landscaped parking areas containing 234 on-site parking spaces, including 11 accessible parking spaces and 2 electric vehicle charging stations (and infrastructure to add more in the future based on demand); new sidewalks; project will involve planting of over 150 canopy trees, as well as resident victory gardens, resident dog-walking area, bicycle racks, resident lawn and terrace areas  Also includes new maintenance shed for equipment, equipment fuel storage, salt storage, dumpster in location shown on Site Plan
<b>Additional Community Amenities Provided</b>	
Turf Bowl Restoration	Landscape and hardscape improvements providing historic restoration of the Turf Bowl area, which is to be retained by the City for a public park area
Playing Fields	Available for continued recreational community use  Applicant to construct new access drive for parking area and playing fields, and to accommodate 10 shared public parking spaces on site for playing field use
Bus Stop	New MBTA commuter bus stop shelter to be constructed by Applicant in location shown on Site Plan, available for community use

**Description of Residential Uses**

**Senior Housing.** The main element of the BVLA will be the creation of 85 independent-living affordable senior apartments, restricted for occupancy by at least one resident aged 55 and over. This will incorporate 74 one-bedroom units that average approximately 660 SF, and 11 studios at roughly 400 SF. The residential uses will include management offices, health and wellness spaces, fitness center, and resident common areas. In addition to the apartments, there will be new outdoor spaces that are dedicated for the private use of the residents, including a patio/terrace overlooking the existing fields, walking path connecting to new perimeter sidewalks and enhancing the City's pedestrian network, and new landscaping that enhances the New England village feel of the community. Some additional highlights include:

*Resident Services.* Applicant will employ a Resident Services Coordinator who will coordinate on-site health and wellness programs and services in partnership with local service providers such as the Council on Aging and Visiting Nurses Association. Through thoughtful design and careful staffing, BLVA will build connections between the residents, the arts community, and broader community members to build a vibrant community. The design will include a small wellness office for visiting nurses or other service providers.

*Affordability.* As set forth in the RFP response, 16 of the 85 senior apartments will be subject to a long-term restriction reserving the units for households earning up to 30% of the area median income (with project-based voucher assistance that will be requested from DHCD) and the balance will be for households earning up to 60% AMI. At the conclusion of the initial term(s) of the affordability restrictions under the applicable tax credit and financing programs, the 85 senior housing units will be permanently restricted for occupancy by households earning up to 80% AMI.

*Local Preference:* To the extent permissible and approved under Fair Housing and the Department of Housing and Community Development, the Applicant will honor any local preference requested by the City for Beverly residents up to the DHCD maximum of 70%. DHCD will require that this request be made in collaboration between the Applicant and City.

**Live/Work Studios.** The Project also includes 6 live/work studios with a preference for artist residents. In the event that there is not an eligible artist applicant, the units will be available to all applicants. These apartments will not be income, rent or age restricted. The units average approximately 880 SF Residents will have access to the all of residential amenity space in the building in common with the senior residents. The Applicant is excited to provide this opportunity for live/work studios in an historic, community building and is optimistic that these units will help to serve a growing demand for artist live/work space in the City, consistent with the objectives for the City's passage of the Artist Live/Work Space Zoning Ordinance in 2016.

**Supporting Uses and Other Project Benefits**

**Theater/Auditorium.** As requested in the RFP, the Applicant is proposing to preserve the historic theater/auditorium and associated space as a supporting use to the residential program. Restoration will focus on the main auditorium level and viewing restoration of the second area but not physical access. The theater space may be operated in partnership with a local arts partner.

Given the current health crisis and impact on local arts groups, the full program will evolve in the coming months/year. The Applicant will keep the City informed of its conversations and/or commitments from artist groups.

***On-Site Parking:*** A total of 234 parking spaces are proposed to satisfy the parking requirements for this Project, including 156 spaces for the residential use (1.71 spaces compared to 2.0 required under Section 300-59 of the Zoning Ordinance), and 78 on-site parking spaces for the theater use. The existing parking areas on site will be re-designed to incorporate shade trees, preserve existing mature trees and minimize curb cuts as set forth on the Site Plan. There will be 234 on-site parking spaces.

***Turf Bowl Restoration:*** The historic 'turf bowl' (open green space) located at the entry of the building will be restored as a focal point of the community and with a nod to the historic past while embracing community creation with a new public park, seating, a historic marker, and opportunity for public art. This space will be owned and maintained by the City. This open space help to connect this space back into the surrounding neighborhood. The existing plaque in tribute to George Washington will be preserved and incorporated into the landscape design.

***Playing Field:*** The existing recreational playing fields to the rear of the building will be owned and maintained by the City. The Applicant has committed to re-seeding the fields after construction is completed. The Applicant has also committed to providing an easement for 10-shared public parking spaces associated with the public's use of the playing fields.

***Bus Shelter:*** A proposed covered bus stop for the existing #451 MBTA stop will be incorporated along Sohier Road as shown on the Site Plan. The shelter will be designed in accordance with City requirements.

***Sustainability:*** The Applicant will balance National Park Service requirements to be eligible for Historic tax Credits that will be used to finance the restoration and integrating energy-efficient and sustainable design principals with the goal of achieving LEED Silver certified. Features will include energy-star appliances, insulation, bike racks, drought tolerant and native plantings, among other things. In addition, there will be on-site recycling and composting with resident education. Residents will also be able to participate in community gardens. Both residents and visitors will have access to myriad low-footprint transportation options: there will be indoor bike storage on-site, at least 2 electric car charging stations in the parking lot, a new sheltered bus stop, and better pedestrian and bicycle connectivity in the neighborhood with new sidewalks connected to existing pathways and crosswalks, and fewer curb cuts.

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**BRISCOE VILLAGE  
FOR LIVING AND THE ARTS (BVLA)  
BEVERLY, MA**

**Rental Apartments**



**Affirmative Fair Marketing and Resident Selection Plan**

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EQUAL HOUSING  
OPPORTUNITY

# BRISCOE VILLAGE LLC, BEVERLY, MA – MARKETING PLAN

## I. MARKETING & OUTREACH – 85 SENIOR INDEPENDENT LIVING AFFORDABLE APARTMENTS

Affirmative fair marketing and tenant selection of all the affordable units shall be conducted to provide maximum opportunity for low and moderate-income households, including minority households to apply for the lottery.

Marketing and resident selection shall be in accordance with and adhere to all state fair housing laws. The developer and its representatives do not discriminate based on race, color, disability, religion, sex, sexual orientation, gender identity, veteran/military status, familial status, sexual orientation, national origin, age, genetic information, ancestry, children, familial status, or public assistance recipients or any other basis prohibited by law. Persons with disabilities are entitled to request a reasonable accommodation of rules, policies, practices, or services, or to request a reasonable modification of the housing, when such accommodations or modifications are necessary to afford the persons with disabilities equal opportunity to use and enjoy the housing.

Once the Affirmative Fair Marketing and Resident Selection Plan has been approved by DHCD, ad placement online on the websites will begin as noted herein.

**The 60-day market and outreach and marketing period for BVLA will begin on TBD with an application deadline of TBD (approximately 8 weeks).** Print Ads announcing the 60-day marketing period will run at least twice within the 60-day marketing period in the newspapers listed below approximately three to four weeks apart.

### Print Advertisements:

1. Salem News
2. Lynn Item
3. Gloucester Times
4. El Mundo, Jamaica Plain
5. Sampan Newspaper, Boston
6. The Bay State Banner
7. Wicked Local

In addition, notices will appear on the following websites:

1. Citizens' Housing & Planning Assoc. (CHAPA): Mass Access Registry: [massaccesshousingregistry.org](http://massaccesshousingregistry.org)
2. City of Boston's Metropolitan Housing Opportunity Clearing Center (Metrolist):  
Boston City Hall, P.O. Box 5996, Boston, MA 02114-5996 (617-635-3321)

Notices will also be sent to the following:

### **1. Fair Housing Commissions:**

- a. MA Commission Against Discrimination
- b. Boston Fair Housing Commission, City of Boston Office of Civil Rights

# BRISCOE VILLAGE LLC, BEVERLY, MA – MARKETING PLAN

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## 2. Beverly

- a. City of Beverly Mayor's Office
- b. City of Beverly Community Development Planner
- c. City of Beverly, Beverly Affordable Housing Trust
- d. City of Beverly, Beverly Council on Aging/Senior Center
- e. City of Beverly Public Schools
- f. Greater Beverly Chamber of Commerce
- g. Beverly Housing Authority
- h. Beverly Public Library
- i. City of Beverly Veterans Services
- j. Peabody Essex Museum

## 3. Area Housing/Social Service Organizations

- a. North Shore Community Action Program
- b. Beverly Bootstraps Food Pantry
- c. Acord Food Pantry
- d. Eliot Community Human Services
- e. North Shore Family Promise
- f. North Shore Community Development Corporation
- g. North Shore HOME Consortium
- h. Harborlight Community Development Corporation
- i. Habitat for Humanity North Shore
- j. Action Inc

## 4. Faith Based Organizations:

- a. Spanish Church of God
- b. Haitian Baptist Church
- c. St. Vincent de Paul of Cape Ann
- d. Catholic Charities
- e. Temple B'nai Abraham

## 5. Civic Groups:/ Other

- a. North Shore YMCA
- b. Family Access of Gloucester
- c. Craig's List

**Applications will also available at the Beverly City Hall and Beverly Public Library, as they have evening hours and ADA accessible.**

## II. PROJECT INFORMATION PACKAGE

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The following sections contain information on the affordable housing program as well as the background, eligibility requirements, selection priority categories, and application process for the affordable rental apartments being offered through this lottery for BVLA in the City of Beverly.

Briscoe Village LLC and the City of Beverly invite you to read this information and submit an application if you think you meet the eligibility requirements. This lottery is the first step in the application process and does not assure you a unit.

The rental unit will be ready for occupancy on: TBD

The application deadline is TBD.

Applications will be available from TBD and must be returned to Yvonne Graham, the Lottery Agent: Harborlight Community Partners, 283 Elliott Street, Beverly, MA 01915. Applications will also be available at the Beverly Public Library.

An information session will be held TBD, to answer questions about the eligibility requirements, preferences for selections, and the lottery process. It will be held in **Beverly Public Library**, which is a public place and has evening hours and ADA access, at **32 Essex Street, Beverly, MA at 6:00 pm. *It is not mandatory, but recommended that interested applicants attend.***

Applicants will be notified in writing that their application has been received and if they are eligible for the lottery.

Eligible applicants will be assigned a registration number, which will be placed in the lottery.

# BRISCOE VILLAGE LLC, BEVERLY, MA – MARKETING PLAN

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## III. PROJECT DESCRIPTION

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BVLA will be a vibrant 91-unit housing community located at 7 Sohler Road in Beverly. Of the 91 apartments, 85 are affordable for households (including 11 studio apartments and 74 one-bedroom apartments) earning up to 60% AMI. 16 apartments will have PBV and MRVP rental assistance. Additionally, some apartments will be designated with HOME program designation. BVLA will be a state-of-the-art, locally focused, environmentally respectful, and historically sensitive new community. The community will consist of a mix of studio and one-bedroom apartment homes and will include amenity space for both residents and the broader Beverly community.

Of the 91 apartments, 85 apartments will be restricted to seniors aged 55 and older. The remaining 6 units will be market-rate apartments designed as 'live/work' studio apartments with a rental preference for artists. The 6 live/work studios will not be rent or income restricted. The building will include private resident amenity space. The theater will also be restored and is expected to be operated in partnership with a local arts/theater organization. The community is a pet-friendly and smoke-free community. Some conditions may apply. See attached Section VII "Marketing & Outreach Live/Work Studios."

There will be 5 apartments accessible for applicants with mobility impairments and 2 apartments accessible for applicants with hearing and visual impairments. Priority will be given to any eligible household in need of an accessible apartment.

Tenants are responsible for paying the full amount of rent each month. Applicants applying for the PBV or MRVP assistance programs will pay income-based rent as determined by the administering housing authority. Rents for households not applying for PBV or MRVP assistance are not based on each applicant's income (unless they already have a Section 8 voucher or similar type voucher). The rents are set annually using a calculation that determines the "affordable" rent, which is based on the Area Median Income for the Boston MSA and in accordance with the requirements of the LIHTC program.

All units will have standard apartment grade finishes and include washing machines and dryers.

Since it is possible that there will be more interested and eligible applicants than available units, Briscoe Village LLC will be sponsoring an application process and lottery to rank the eligible applicants. The application and lottery process, as well as the eligibility requirements, are described in this plan.

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## IV. INCOME ELIGIBILITY REQUIREMENT

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### Income:

Households must meet all income and program guidelines associated with the Low Income Housing Tax Credit Program (LIHTC). To qualify, households must have an income at or below a certain percentage of area median income (AMI), adjusted for family size.

The income restrictions for the property are:

## BRISCOE VILLAGE LLC, BEVERLY, MA – MARKETING PLAN

30% (16 LIHTC units)  50% (for PBV or equivalent subsidy - TBD)  60% (LIHTC 69 units)

The minimum income guidelines and maximum income limits for the current year (2020), adjusted for family size, are shown below. Please note that these income limits are based on the 2020 limits published by the U.S. Department of Housing and Urban Development (HUD) and are subject to change annually.

### LIHTC (30% AMI) Income Guidelines effective 4/1/2020

Household Size	Minimum Income	Maximum Income
One Person Household	TBD	\$26,880
Two Person Household	TBD	\$30,720

### PBV/Other (50% AMI) Income Guidelines effective 4/1/2020

Household Size	Minimum Income	Maximum Income
One Person Household	Not Applicable	\$44,800
Two Person Household	Not Applicable	\$51,200

### LIHTC (60% AMI) Income Guidelines effective 4/1/2020

Household Size	Minimum Income	Maximum Income
One Person Household	TBD	\$53,760
Two Person Household	TBD	\$61,440

The lottery agent will project a household's income over the next 12 months based on their current income and assets. In an effort to provide an accurate income estimation as possible, the Lottery Agent will also review historical income data to provide a basis for future income estimates.

All sources of income are counted. This includes but is not limited to, Social Security, alimony, child support, overtime pay, bonuses, unemployment, severance pay, part-time employment, matured bonds, monies to be received in court settlements, and actual or imputed interest and dividends on bank accounts and other assets. All sources of income are counted with the exception of income from employment for household members under the age of 18 and any income over \$480/year for full time students who are dependents (but note that all such income must still be documented even if it is exempt from the household income calculation).

There is no asset limit for households applying for this rental development. However, the higher of the actual income earned from assets, or the imputed income of 0.06% of all assets, will be counted as income. Household assets are calculated at the time of the application. Assets may include cash, net cash value of stocks, checking and savings accounts, investment accounts, CD's, net cash value of retirement accounts, bonds and capital investments etc. In accordance with the LIHTC program student restriction, most households consisting entirely of full-time students are not eligible households, regardless of income, student restriction details will be provided in the Resident Selection Plan, available upon request.

## BRISCOE VILLAGE LLC, BEVERLY, MA – MARKETING PLAN

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Households may not have a co-signer. Financial documentation is required to participate in the lottery. A list of these documents is included in the application. The income limits are listed below (Note, income limits and rents are subject to change should HUD publish updated LIHTC income limits before, during or after the lottery period).

### **Screening:**

In order to qualify for an affordable apartment:

1. Households must have income and assets that qualify within the parameters as highlighted above.
2. Applicants will be subject to a screening by the project owner, including credit check, criminal background, and determination or redetermination of income, asset and student eligibility. The affordable apartment must be your principal, full-time residence; applicants may not own another home and may not own a home in trust. CORI and credit checks will be completed only when the applicants are selected.
3. Households cannot own a home, including in a trust, upon move-in. All homes must be sold before leasing an apartment.
4. Households, or their families, cannot have a financial interest in the development and a household member cannot be considered a related party.

### **Recertification:**

Tenants will be recertified annually for eligibility. If your household exceeds 140% of the maximum allowable income adjusted for household size, then your rent may be increased to market rent in accordance with your lease agreement and the requirements of the Low Income Housing Tax Credit program. BVLA will handle annual recertifications.

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## **V. LOTTERY PROCESS**

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The lottery will be held on **TBD at 6:00 pm at Beverly Public Library** which has evening hours and ADA access, at **32 Essex Street, Beverly, MA**

### **Lottery Process:**

1. All applications submitted prior to the application deadline will be reviewed for completeness and processed to confirm eligibility. Qualified households will be included in the lottery.
2. Eligible applicants will be notified in writing of their inclusion in the lottery. They will be assigned a lottery registration number, and given any further information.
3. The objective of these State subsidy programs is to provide housing to appropriate sized families:
  - There is at least one occupant and not more than two occupants per bedroom.
  - A household may count an unborn child as a household member.

## BRISCOE VILLAGE LLC, BEVERLY, MA – MARKETING PLAN

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- Occupancy will not be more restrictive than the State Sanitary Code.
4. Regarding households in the process of divorce or separation, appropriate documentation must be provided.
  5. Applicants do not need to attend the lottery to be eligible to rent an affordable apartment. All applicants will be notified in writing of the outcome of the lottery. Lottery winners will be notified immediately following the lottery and will receive clear instructions regarding the Lease Agreement and terms of occupancy.
  6. A non-interested third party will draw the lottery numbers. **Note that the order of the numbers drawn does not necessarily reflect the order of households that will be selected as it may be adjusted due to household size.**
  7. The top-ranking applicants will be offered to lease an apartment. Lottery preferences will be applied as note in next section "Lottery Preferences." All applicants are subject to official income verification by the lottery agent and credit, criminal, income and student screening by the project owner.
  8. A list of the remaining applicants will be maintained on a waiting list for future leasing of vacant apartments.
  9. Applicants that have an opportunity to lease an apartment are expected to occupy in a reasonable timeframe.

### **Lottery Preferences:**

- A. **Accessible Apartments (504-compliant)** - Priority will be given to any eligible household in need of an accessible apartment for the 5 accessible apartments.
- B. **Local Preference** will be given for TBD% of the affordable apartments, pursuant to a Special Permit by the City of Beverly and as approved by the Massachusetts Department of Housing and Community Development, to eligible households who are:
  - Current Beverly residents Definition TBD
  - Municipal Employees Definition TBD
  - Employees of Local Businesses Definition TBD
  - Households with children who currently attend school; Definition TBD

In some circumstances, non-local minority applicants will be moved into the local pool – see DHCD Affirmative Fair Housing Marketing Guidelines.

Please note: The PBV apartments (if applicable) are not eligible for the Local Preference during Initial Lease-Up.

## BRISCOE VILLAGE LLC, BEVERLY, MA – MARKETING PLAN

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After the Initial Lease-Up, the Local Preference is no longer in effect for the non-PBV-assisted units.

- C. **Open Preference** will be given to all other applicants.
- D. All applicants must agree to occupy the apartments as their primary residence.
- E. Lottery ranked applicants from the PBV/MRVP and non-PBV lotteries will meet with managing agent for an interview to finish the screening process and complete a full income certification prior to being offered an apartment. Lottery ranked PBV/MRVP applicants (if applicable) will be interviewed by managing agent and the assigned housing authority or regional administrative authority, separately, and in that order, to determine eligibility.

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### VI. WAIT LIST

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The lottery administrator will retain a list of households who are not awarded an apartment, in the order that they were drawn from the general pool. If any of the initial households do not rent an apartment, the apartment shall be offered to the highest ranked household on that list. After the initial lottery, applications will be numbered according to application date and time.

After the initial lottery, the waiting list will be analyzed, maintained and updated (through additional marketing) so that they remain consistent with the objectives of the housing program and are adequately representative of the racial, ethnic and other characteristics of potential applicants in the housing market region.

# BRISCOE VILLAGE LLC, BEVERLY, MA – MARKETING PLAN

## VII. RENTAL APPLICATION

AFFORDABLE HOUSING APPLICATION \*\*\*\*\*DRAFT\*\*\*\*\*

Application Deadline: \_\_\_\_\_

Applicant Legal Name \_\_\_\_\_ Phone Number \_\_\_\_\_ E-mail \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

I learned of this lottery from (check all that applies):

Website: \_\_\_\_\_ Letter: \_\_\_\_\_

Advertisement: \_\_\_\_\_ Other: \_\_\_\_\_

This application is not complete if not filled out completely, signed and submitted with ONE COPY of the following documentation. Failure to provide a complete application package can delay the approval process and your ability to participate in the lottery.

### REQUIRED INCOME VERIFICATION DOCUMENTS:

- \_\_\_\_\_ Last 3 year's Federal tax returns (NO STATE RETURNS), including 1099's, W-2's and schedules, for every person living in the household over the age of 18
- \_\_\_\_\_ 5 most current, consecutive pay stubs, for all salaried employed household members over 18. Six months of income for hourly and seasonal workers. For unemployment, disability or worker's compensation and/or severance pay, copies of checks or DOR verification stating benefits received.
- \_\_\_\_\_ Child support and alimony: legal court document indicating payment amount.
- \_\_\_\_\_ Self-employed: provide a detailed expense and income statement for the 5 months prior to the lottery, and 3 copies of business checking and savings accounts.
- \_\_\_\_\_ Recent statements received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, etc.
- \_\_\_\_\_ Asset statements showing current value including all bank accounts, investment accounts, retirement accounts, cash value of whole life policies, etc.
- \_\_\_\_\_ Interest, dividends and other income from real or personal property.
- \_\_\_\_\_ Unborn children may be counted as household members with proof of pregnancy.
- \_\_\_\_\_ School registration for any full-time student for any household member over 18.
- \_\_\_\_\_ If in the process of a divorce or separation, provide legal proof that the process has begun or been finalized.

## BRISCOE VILLAGE LLC, BEVERLY, MA – MARKETING PLAN

**HOUSEHOLD INFORMATION:** List all members of your household including yourself

List all members of your household including yourself. Number of Bedrooms Needed: One

	Names of all Persons to Reside in Dwelling (First Name, Middle Initial, Last Name)	Relation to Head	Age	Date of Birth	Minority Category * (Optional)	Student Status (Y or N) ** If Y, list FT or PT
1						
2						

\*Minority preference categories include only Native American or Alaskan Native, Black or African American, Asian, Native Hawaiian or Pacific Islander; or other (non-White); and the ethnic classification Hispanic or Latino. Requires a separate self-declaration document.

\*\*Households consisting entirely of full-time students must have an exception in accordance with the Low Income Housing Tax Credit (LIHTC) program. Student status will be verified as part of the qualifying process.

Do you have a Section 8 voucher?      Yes      No

**INCOME:** List all income of all members over the age of 18 listed on application to reside in the apartment, such as wages, child support, Social Security benefits, all types of pensions, employment, Unemployment Compensation, Workman's Compensation, alimony, disability or death benefits and any other form of income; including rental income from property. Adults with no income are required to submit a notarized statement. If additional space is needed, please attach another sheet.

#	Source of Income	Address/Phone# of Source	Amount per Year
1			
2			
3			
<b>TOTAL</b>			

**ASSETS:** List all checking, savings accounts, CD's, stocks, bonds, retirement accounts, savings bonds and any other investments below. If additional space is needed, please attach another sheet. Household assets do not include necessary personal property.

#	Type of Asset	Bank/Credit Union Name	Account No	Value, Balance
1	Checking account			
2	Savings account			

**BRISCOE VILLAGE LLC, BEVERLY, MA - MARKETING PLAN**

3	Retirement account			
4	Other: _____			
5	Other: _____			
6	Other: _____			
			<b>TOTAL</b>	

**EMPLOYMENT STATUS**

**Applicant's Name:** \_\_\_\_\_

Occupation: \_\_\_\_\_

Present Employer: \_\_\_\_\_

Employer Address: \_\_\_\_\_

Name & Title of Supervisor: \_\_\_\_\_

Date of Hire: \_\_\_\_\_ Annual Gross Salary: \_\_\_\_\_

**Co-Applicant's Name:** \_\_\_\_\_

Occupation: \_\_\_\_\_

Present Employer: \_\_\_\_\_

Employer Address: \_\_\_\_\_

Name & Title of Supervisor: \_\_\_\_\_

Date of Hire: \_\_\_\_\_ Annual Gross Salary: \_\_\_\_\_

# BRISCOE VILLAGE LLC, BEVERLY, MA – MARKETING PLAN

## PREFERENCE CERTIFICATION

This section reserved for applicant identification for Local Preference (definitions TBD).

9. Optional Information: Gender, Ethnicity, Race and Disability Status of household members
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Gender (Male/Female/ Decline)	Ethnicity (Hispanic/Non-Hispanic/ Decline)	Race (White/Black or African American/Asian/American Indian or Alaska Native/Native Hawaiian or Other Pacific Islander/ Other or Decline)

## APPLICANT(S) CERTIFICATION

1. I/We certify that our household size is \_\_\_\_\_ persons, as documented herein.
2. I/We certify that our total household income equals \$ \_\_\_\_\_, as documented herein.
3. I/We certify that the information in this application and in support of this application is true and correct to the best of my/our knowledge and belief under full penalty of perjury. I/We understand that false or incomplete information may result in disqualification from further consideration.
4. I/We certify that no member of our family has a financial interest in the project.
5. I/we understand that being selected in the lottery does not guarantee that I/we will be able to lease an apartment. I/we understand that all application data will be verified and additional financial information may be required, verified and reviewed prior to leasing an apartment. I/We also understand that the project's owner will perform its own screening to determine eligibility.
6. I/We authorize \_\_\_\_\_ to verify all financial and household information and direct any employer, landlord or financial institution to release any information to \_\_\_\_\_ and the project owner to determine eligibility.

I/We have completed an application and have reviewed and understand the process that will be utilized to distribute the available units. I/We am/are qualified based on the program guidelines and agree to comply with applicable regulations.

Applicant Signature

Date

Co-Applicant Signature

Date

THIS IS APPLICATION IS ONLY FOR THIS SPECIFIC DEVELOPMENT.

**BRISCOE VILLAGE LLC, BEVERLY, MA – MARKETING PLAN**

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As of the \_\_\_\_ day of \_\_\_\_\_, 2022, as authorized representatives of Briscoe Village LLC and Harborlight Community Partners, lottery agent, respectively, each of us has reviewed this plan and agrees to implement this AFHMP, which shall be made effective as of the approval date. Further, by signing this form, Briscoe Village LLC agrees to review and update its AFHMP as necessary in order to comply with all applicable statutes, regulations, executive orders and other binding DHCD requirements pertaining to affirmative fair housing marketing and resident selection plans reasonably related to such statutes, regulations, executive orders, as same may be amended from time to time. We hereby certify that all the information stated herein, as well as any information provided herewith, is true and accurate.

Briscoe Village LLC

By: Briscoe Village MM LLC, its Managing Member

By: Beacon Communities Corp, its Managing Member

By: \_\_\_\_\_  
Name:  
Title:

Hereunto duly authorized  
Harborlight Community Partners, lottery agent

By: \_\_\_\_\_  
Hereunto duly authorized

DRAFT

# BRISCOE VILLAGE LLC, BEVERLY, MA – MARKETING PLAN

## GENERAL AUTHORIZATION FOR RELEASE OF INFORMATION

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

I, the above-named individual, have authorized Briscoe Village LLC to verify the accuracy of the information which I have provided to them, from the following sources (*specify*):

- Child Care Expenses
- Courts
- Family Composition
- Law Enforcement Agency
- Credit Bureau
- Employment
- Self Employment
- Unemployment Compensation
- Pensions
- Annuities
- Social Security
- Supplemental Security Income
- State Welfare Agencies
- State Employment Security Agency
- Workman's Compensation
- Health & Accident Insurance
- School & College Tuition Fees
- Veteran's Benefits
- Federal, State, or Local Benefits
- Banks, Credit Unions
- IRA's, CDs, 401k, 403b
- Interest, Dividends
- Financial Institutions, Brokerages
- Mutual Funds
- Alimony, Child Support
- Other Income - Regular Gifts or Allowances from Another Person
- Commissions, Tips, Bonus
- Landlords, Rental History
- Identity & Marital Status
- Handicapped Assistance Expenses
- Medical Insurance Premiums
- Un-reimbursed Medical Expenses

**BRISCOE VILLAGE LLC, BEVERLY, MA – MARKETING PLAN**

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I HEREBY GIVE MY PERMISSION TO RELEASE THIS INFORMATION TO: Briscoe Village LLC subject to the condition that it be kept confidential. I would appreciate your prompt attention in supplying the information requested on the attached page to Briscoe Village LLC within five (5) days of receipt of this request.

I understand that a photocopy of this authorization is as valid as the original.

Thank you for your assistance and cooperation.

*Signed under the pains and penalties of perjury.*

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Head of Household

Date Other Adult Member

Date

DRAFT



## AFFORDABLE HOUSING RESTRICTION

**DATE: As of \_\_\_\_\_, 202\_**

GRANTOR:	Briscoe Village LLC
PROPERTY NAME:	7 Sohier Road
TOTAL NUMBER OF UNITS:	91
TOTAL NUMBER OF RESTRICTED UNITS: <sup>1</sup>	85
NUMBER OF HIGH MODERATE INCOME UNITS (110% AMI): <sup>2</sup>	0
NUMBER OF MODERATE INCOME UNITS (80% AMI):	0
NUMBER OF LOW INCOME UNITS (60% AMI):	TBD
NUMBER OF VERY LOW INCOME UNITS (50% AMI):	TBD
NUMBER OF EXTREMELY LOW INCOME UNITS (30% AMI):	TBD
NUMBER OF HOME ASSISTED UNITS:	TBD
PROPERTY ADDRESS:	7 Sohier Road Beverly, Massachusetts
TERM:	Perpetual

This Affordable Housing Restriction (this "Restriction") is granted by the undersigned Grantor, a Massachusetts limited liability company having a mailing address of Two Center Plaza, Suite 700, Boston, MA 02108, for the benefit of The Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development having a mailing address of 100 Cambridge Street, Suite 300, Boston, Massachusetts 02114-2524 ("DHCD"); The Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development under the Affordable Housing Trust Fund Statute, M.G.L. c. 121D, by the Massachusetts Housing Finance Agency ("MHFA"), as

<sup>1</sup> In order to satisfy the affordability requirements of the MHP first mortgage loan at least \_\_\_\_ of the total Units shall be Low Income Units.

<sup>2</sup>Numbers in parentheses are the percentage of median income for the Area (AMI, as defined below), adjusted for family size, as determined from time to time by HUD (as defined below) pursuant to Section 8 of the United States Housing Act, as amended.

Administrator, having an address at One Beacon Street, Boston, Massachusetts 02108 ("AHT"); the City of Beverly, Massachusetts, having an address at Planning Department, City Hall, 191 Cabot Street, Beverly, Massachusetts 01915 (the "City"); Massachusetts Housing Partnership Fund Board, having a mailing address of 160 Federal Street, Boston, Massachusetts 02110, as agent for The Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development under the Housing Stabilization and Investment Trust Fund Statute, M.G.L. c. 121F ("HSITF"); the North Shore HOME Consortium, having an address at City Hall, 24 Lowell Street, Peabody, Massachusetts 01960 ("the Consortium"); and the Beverly Affordable Housing Trust, having an address at c/o City of Beverly, Planning Department, City Hall, 191 Cabot Street, Beverly, Massachusetts 01915.

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## **BACKGROUND**

- A. The Grantor holds or will acquire a fee interest in the Property and intends to redevelop the existing school building on the Property into a 91-unit rental housing development (the "Project").
- B. As a condition of the Loan and the City's inclusionary zoning ordinance, the Grantor has agreed that this Restriction be imposed upon the Property as a covenant running with the land and binding upon any successor to the Grantor, as owner thereof.

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## **RESTRICTIONS**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby covenants as follows:

- 1. Definitions.** Capitalized terms used herein are defined herein and in Exhibit D attached hereto.
- 2. Use Restrictions.** The Property shall be reserved and used for the Permitted Uses and for no other purpose. The Restricted Units shall include at least [\_\_\_\_] two-bedroom Units. [\_\_\_\_] of the Restricted Units shall be deemed to be assisted under the HOME Program ("HOME Assisted Units") provided that certain of the provisions of the HOME Program may cease to be effective [20 years] after the completion of the Project (the "HOME Term") as more fully set forth in Section 5.2 of the Loan Agreement between Grantor as Borrower and Massachusetts Housing Partnership Fund Board for itself and as agent for certain other lenders. Such HOME Assisted Units may also constitute Restricted Units with respect to other programs hereunder. [As of the date hereof, the Property has or is expected to have the benefit of a contract for [\_\_\_\_] project-based vouchers under Section 8 of the United States Housing Act of 1937, as amended (the "Section 8 Contract"). If during the Term the Section 8 Contract is not renewed at the end of its term or is terminated or otherwise is no longer in full force and effect, the Holders will consider a request by the Grantor to modify the mix of Restricted Units by converting Extremely Low Income Units to Very Low Income Units or Low Income Units. A decision by the Holders on such a request shall take into consideration the financial viability of the Property and shall be made in the sole reasonable discretion of the Participating Lenders who have required such Extremely Low Income Units, as shown on Exhibit C.] The Property also shall include at least \_\_\_\_

( ) Units accessible to individuals with mobility impairments and at least \_\_\_\_ ( ) additional Units accessible to individuals with sensory impairments. Each Unit shall contain complete facilities for living, sleeping, eating, cooking and sanitation that are to be used on other than a transient basis. Each Unit shall meet the housing quality standards set forth in the regulations of HUD at 24 C.F.R. §982.401 or any successor thereto, the accessibility requirements at 24 C.F.R. Part 8 or any successor thereto (which implement Section 504 of the Rehabilitation Act of 1973), and, if applicable, the design and construction requirements of 24 C.F.R. §100.205 or any successor thereto (which implement the Fair Housing Act). Throughout the term hereof, the Grantor shall maintain the Property and the Improvements in good, safe and habitable condition in all respects and in full compliance with all applicable laws, by-laws, rules and regulations of any governmental (or quasi-governmental) body with jurisdiction over matters concerning the condition of the Property.

**3. Occupancy Restrictions.** The following restrictions shall apply during the period commencing with the first date on which any Units are occupied and continuing for the balance of the Affordability Term, subject always to any applicable rent restrictions of the federal low-income housing tax credit program under Section 42 of the Internal Revenue Code of 1986, as amended, and any provision herein that conflicts with the requirements of the federal low-income housing tax credit program shall be suspended so long as the restrictions under the federal low income housing tax credit program are in effect.

**A. Low Income Units.** At least [ ] of the Units of the types shown on Exhibit C attached hereto shall be leased exclusively to Low Income Families ("Low Income Units"). The monthly rent charged to a Family occupying such Low Income Unit shall not exceed an amount equal to (x) one-twelfth of thirty percent (30%) of sixty percent (60%) of the Bedroom Adjusted AMI, minus (y) if applicable, an allowance established by the Holders for any utilities and services (excluding telephone) to be paid by the occupying Family. A Family who resides in a Restricted Unit, who qualified as a Low Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds sixty percent (60%), but does not exceed eighty percent (80%) of the Family-size Adjusted AMI, shall continue to be treated as a Low Income Family and the foregoing maximum rent shall continue to apply to such Family. A Family who resides in a Restricted Unit, who qualified as a Low Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds eighty percent (80%) of the Family-size Adjusted AMI, shall, from and after the expiration of the then-current term of such Family's lease, no longer be treated as an income-qualified Family and must pay as monthly rent the Over-income Rent.

**B. Very Low Income Units.** At least [ ] of the Units of the types shown on Exhibit C attached hereto shall be leased exclusively to Very Low Income Families ("Very Low Income Units"). With respect to each Very Low Income Unit designated as a HOME Assisted Unit, the monthly rent charged to a Family occupying such HOME Assisted Unit shall not exceed the lesser of Fair Market Rent or an amount equal to (x) one-twelfth of thirty percent (30%)

of fifty percent (50%) of the Bedroom Adjusted AMI, minus (y) if applicable, an allowance established by the Holders for any utilities and services (excluding telephone) to be paid by the occupying Family or (z) the comparable market rent for the Family's Unit. With respect to each Low Income Unit that is not a HOME Assisted Unit, the monthly rent charged to a Family occupying a Low Income Unit shall be one-twelfth of thirty percent (30%) of fifty percent (50%) of the Bedroom Adjusted AMI, minus (y) if applicable, an allowance established by the Holders for any utilities and services (excluding telephone) to be paid by the occupying Family. A Family who resides in a Very Low Income Unit designated as a HOME Assisted Unit, who qualified as a Very Low Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds fifty percent (50%), but does not exceed eighty percent (80%), of the Family-size Adjusted AMI, shall, from and after the expiration of the then-current term of such Family's lease, be treated as a Low Income Family, and must pay as monthly rent the lesser of (x) the maximum amount payable by the Family under the laws of the municipality in which the Property is located or of The Commonwealth of Massachusetts, (y) one-twelfth of thirty percent (30%) of sixty five percent (65%) of the Bedroom Adjusted AMI (minus, if applicable, an allowance established by the Holders for any utilities and services [excluding telephone] to be paid by the occupying Family) or (z) the comparable market rent for the Family's Unit. A Family who resides in a Very Low Income Unit that is not a HOME Assisted Unit, who qualified as a Very Low Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds fifty percent (50%), but does not exceed eighty percent (80%), of the Family-size Adjusted AMI, shall, from and after the expiration of the then-current term of such Family's lease, be treated as a Low Income Family, and must pay as monthly rent the lesser of (x) the maximum amount payable by the Family under the laws of the municipality in which the Property is located or of The Commonwealth of Massachusetts, or (y) one-twelfth of thirty percent (30%) of sixty percent (60%) of the Bedroom Adjusted AMI (minus, if applicable, an allowance established by the Holders for any utilities and services [excluding telephone] to be paid by the occupying Family). A Family who resides in a Restricted Unit, who qualified as a Very Low Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds eighty percent (80%) of the Family-size Adjusted AMI, shall, from and after the expiration of the then-current term of such Family's lease, no longer be treated as an income-qualified Family and must pay as monthly rent the Over-income Rent.

- C. Extremely Low Income Units.** At least [\_\_\_] of the Units of the types shown on Exhibit C attached hereto shall be leased exclusively to Extremely Low Income Families ("Extremely Low Income Units"). The monthly rent charged to a Family occupying an Extremely Low Income Unit shall be one-twelfth of thirty percent (30%) of thirty percent (30%) of the Bedroom Adjusted AMI, minus, if applicable, an allowance established by the Holders for any utilities and services (excluding telephone) to be paid by the occupying Family. A Family who resides in a Restricted Unit, who qualified as an Extremely Low Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds thirty percent (30%), but does not exceed fifty percent (50%) of the Family-size Adjusted AMI, shall continue to be treated as an Extremely Low Income Family but, from and after

the expiration of the then-current term of such Family's lease, must pay as monthly rent the Over-income Rent. A Family who resides in a Restricted Unit, who qualified as an Extremely Low Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds fifty percent (50%), but does not exceed eighty percent (80%), of the Family-size Adjusted AMI, shall, from and after the expiration of the then-current term of such Family's lease, be treated as a Low Income Family and must pay as monthly rent the lesser of (x) the maximum amount payable by the Family under the laws of the municipality in which the Property is located or of The Commonwealth of Massachusetts, (y) one-twelfth of thirty percent (30%) of sixty percent (60%) of the Bedroom Adjusted AMI (minus, if applicable, an allowance established by the Holders for any utilities and services [excluding telephone] to be paid by the occupying Family) A Family who resides in a Restricted Unit, who qualified as an Extremely Low Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds eighty percent (80%) of the Family-size Adjusted AMI, shall, from and after the expiration of the then-current term of such Family's lease, no longer be treated as an income-qualified Family and must pay as monthly rent the Over-income Rent. Notwithstanding the foregoing, with respect to each Extremely Low Income Unit designated as a HOME Assisted Unit, the rent shall never exceed the rent payable by a Very Low Income Unit designated as a HOME Assisted Unit, as described in Clause A. above.

- D. HERA Rent.** Notwithstanding the foregoing, the Borrower shall be permitted to increase the rents to those permitted under Section 3009(a)(E)(i) of the Housing and Economic Recovery Act of 2008 (Public Law 110-289) ("HERA"), even if such rents would be above those that would otherwise be permitted under the above provisions.
- E. Applicable Lease Term, Change of Status.** References in the foregoing provisions of the "then-current term of such Family's lease" shall refer to the term of the lease or occupancy agreement in effect on the date of the required delivery of the income certification that reflects (or that, if duly delivered, would have reflected) the applicable increase in such Family's income. If, with the Holders' consent, the Grantor does not require that a lease be signed for a Restricted Unit (e.g., a property providing short-term transitional housing), the provisions set forth above shall apply, except that the applicable date on which a Family's income-qualified status and/or applicable rent restriction is modified shall be the first day of the month that is at least thirty (30) days following the date of the required delivery of the income certification that reflects (or that, if duly delivered, would have reflected) the applicable increase in such Family's income.
- F. Federal or State Rental Subsidy.** Except with respect to HOME Assisted Units, if a Restricted Unit or the Family occupying such Unit receives federal or state rental subsidy, then the Family's contribution towards rent shall be the contribution allowable under the federal or state rental subsidy program and the maximum rent (i.e., tenant contribution plus rental subsidy) shall be the rent allowable under the federal or state rental subsidy program. In the case of HOME Assisted Units, if a Restricted Unit receives federal or state project-based rental subsidy and the occupying Family qualifies as a Very Low Income

Family and pays as a contribution towards rent not more than thirty percent (30%) of one-twelfth of the Family's Household Income, then the maximum rent (i.e., tenant contribution plus rental subsidy) shall be the rent allowable under the federal or state rental subsidy program.

**G. Next Available Unit Rule.** If at any time fewer than the required number of Units are leased, rented or occupied by Extremely Low Income Families, the next available Units shall all be leased, rented or otherwise made available to Extremely Low Income Families until the required number of Units occupied by Extremely Low Income Families is again obtained. Subject to the foregoing, available Units shall be leased, rented or otherwise made available to Very Low Income Families and Low Income Families. The foregoing provisions shall be applied so as to maintain a mix of Restricted Units that is comparable in size, features and number of bedrooms to the originally designated Restricted Units (i.e., a Unit will not be considered an available Unit for purposes of this Paragraph if classification of such Unit as a Restricted Unit would cause the then current mix of Restricted Units to no longer be comparable to the original mix of Restricted Units described in Section 2 above and as shown on Exhibit C).

**4. Rent Schedule.** Except as is set forth in Sections 3.A, 3.O., 3.C., 3.O. and 3.F, projected initial monthly maximum rents including utilities for all Restricted Units shall be as set forth in Exhibit B and Exhibit B-1 attached hereto. If permitted maximum rents and utility allowances as reflected in the annual schedule of rents and utility allowances issued by DHCD increase prior to initial occupancy of the Project, the initial monthly maximum rents and utility allowances shall be as set forth in the latest schedule issued by DHCD. Notwithstanding the rent restrictions set forth in Section 3 above, the maximum monthly rent permitted to be charged for a Restricted Unit at any particular income level is not required to be lower than the maximum rent applicable at such income level pursuant to Exhibit B and Exhibit B-1 or such higher initial maximum rent applicable at such income level pursuant to the immediately preceding sentence, regardless of changes in fair market rents or in median income over time (subject only to the restrictions applicable in the event of any federal or state subsidy, as set forth in Section 3 above). Rents for Restricted Units shall not be increased above applicable maximums without all Holders' prior written approval of a specific request by the Grantor for a rent increase, except for increases implemented in accordance with an annual schedule of maximum rents and allowances issued by DHCD. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least thirty (30) days' prior written notice by the Grantor to all affected Residents and notwithstanding any provision in a lease or occupancy agreement to the contrary, in the event of any increase in the rent payable by such Residents in connection with an increase in the income of such Residents, consistent with the terms hereof, the Residents shall have the right to terminate their lease or occupancy agreement by written notice to the Grantor delivered within such thirty-day period.

**5. Resident Selection.**

**A. Nondiscrimination.** The Grantor shall not discriminate on the basis of race, religious creed, color, sex, age, marital status, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), gender identity, genetic

information, veteran status, membership in the armed forces, ancestry, national origin, handicap, blindness, hearing impairment, or because a person possesses a trained guide dog as a consequence of blindness, hearing impairment or other handicap of such person or any other basis prohibited by law in the lease, use and occupancy of the Units or in connection with the employment or application for employment of persons for the operation and management of the Units. The Grantor shall not discriminate against, or refuse to lease, rent or otherwise make available the Units to, a holder of a certificate or voucher under the Federal Rental Certificate Program or the Federal Rental Voucher Program or a holder of a comparable document evidencing participation in a HOME Program tenant-based assistance program because of the status of the prospective tenant as a holder of such certificate, voucher or comparable HOME Program tenant-based assistance document.

**B. Selection Policies.** The Grantor shall adopt and submit to the Holders for approval resident selection policies and criteria for the Restricted Units that:

- (i) Are consistent with the purpose of providing housing for a Low Income Family, a Very Low Income Family or an Extremely Low Income Family, as defined below and required herein;
- (ii) Are reasonably related to eligibility of prospective tenants under the Programs and to the prospective tenants' ability to perform the obligations of the Grantor's form lease; and
- (iii) Provide for (x) the selection of Residents from a written waiting list in the chronological order of their application, insofar as practicable, and (y) the prompt written notification to any rejected applicant of the grounds for any rejection.

The Grantor shall also provide the Holders with an affirmative marketing plan acceptable to all Holders. The affirmative marketing plan must comply with all applicable statutes, regulations and executive orders, with all Holders' affirmative marketing requirements and with DHCD's directives reflecting the agreement between DHCD and HUD in the case of NAACP, Boston Chapter v. Kemp. The approved marketing plan and the approved resident selection policies and criteria shall be adhered to in every respect and any changes thereto shall be subject to the prior written approval of the Holders. The Grantor shall list vacancies in Restricted Units in the MassAccess Housing Registry at <http://www.massaccesshousingregistry.org>.

**6. Lease Form.** The Grantor shall not include in any lease for a Restricted Unit any of the following provisions:

- A.** Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Grantor in a lawsuit brought in connection with the lease.
- B.** Agreement by the tenant that the Grantor may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the Unit after the tenant has moved out of the Unit. The Grantor may dispose of such personal property in accordance with state law.

- C. Agreement by the tenant not to hold the Grantor or the Grantor's agents legally responsible for any action or failure to act, whether intentional or negligent.
- D. Agreement of the tenant that the Grantor may institute a lawsuit without notice to the tenant.
- E. Agreement by the tenant that the Grantor may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
- F. Agreement by the tenant to waive any right to a trial by jury.
- G. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.
- H. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Grantor against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

All leases for Restricted Units shall be consistent with the requirements set forth herein, shall be on a form reasonably approved by the Holders, shall be for terms of not less than one (1) year (unless a shorter term is specified by mutual agreement between the Resident and the Grantor, subject to the Holders' program requirements) and shall require tenants to provide information required for the Grantor to meet its reporting requirements hereunder. The Grantor may not terminate the tenancy or refuse to renew the lease of an occupant of a Restricted Unit except (i) for serious or repeated violation of the terms and conditions of the lease; (ii) for violations of applicable federal, state or local law; (iii) for completion of the tenancy period for transitional housing; or (iv) for other good cause. Any termination or refusal to renew must be preceded by not less than thirty (30) days by the Grantor's service on the tenant of a written notice specifying the grounds for the action.

**7. Transfer Restrictions.** The Grantor shall not sell, transfer, convey, rent (except for leases or occupancy agreements made in connection with the Permitted Uses that are substantially in the form approved by the Holders), encumber as security for financing, or in any other way exchange all or any portion of the Property nor shall the Grantor permit the sale, transfer or pledge of any direct or indirect interests in the Grantor, without the express written permission of the Holders. For purposes of the foregoing sentence, a withdrawal by the limited partner of Grantor shall be deemed to be a transfer of an interest in the Grantor. Without limiting the generality of the foregoing, the Permitted Encumbrances are hereby approved by the Holders. [Any sale, transfer or other disposition (each, a "transfer") of all or any part of the Property shall further be subject to the Purchase Option and the First Refusal Right described below, and to such further terms and conditions with respect thereto as may be set forth in the HSF Statute, the HSF Regulations, and the HSF Guidelines.] Upon request by the Grantor, DHCD shall sign a certificate, in form and substance reasonably acceptable to DHCD, stating whether, as of a specified date, any Purchase Option or First Refusal Right in favor of DHCD remains in effect, or has been exercised, terminated, waived or assigned, and otherwise conforming with the certification requirements described below. No transfer of all or any part of the Property to any party other than DHCD or its assignee shall be consummated unless and until (i) the period for the exercise of all Purchase Options and/or First

Refusal Rights, as applicable, shall have expired without DHCD's exercise of rights thereunder or (ii) DHCD shall have unconditionally waived its rights thereunder in writing. Notwithstanding the foregoing: (i) the limited partner interest of Grantor held by [ ] (the "Investor") may be transferred to an entity in which the Investor or an affiliate of the Investor is the general partner or managing member, provided that the Holders receive notice of such transfer and (ii) the Grantor's limited partner may remove and replace the general partner of the Grantor in accordance with the provisions of the Grantor's partnership agreement upon the consent of the Holders, which consent will not be unreasonably withheld, conditioned or delayed. In connection with any transfer requiring the consent of the Holders, the Grantor shall provide such information to the Holders as the Holders may reasonably request, shall pay a fee to DHCD pursuant to DHCD's then-current fee schedule and shall pay all legal fees incurred by the Holders in connection with such transfer request.

**8. [HSF Purchase Option/ROFR to be added if Applicable]**

**9. Term of Restrictions; Covenants to Run with Land.** This Restriction and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c.184, § 26, 31, 32 and 33. The term of this Agreement, the rental restrictions, and other requirements provided herein shall be perpetual. The restrictions contained herein shall run with the land, shall bind the successors and assigns of the Grantor, and shall inure to the benefit of the Holders and their successors and assigns as permitted herein. Notwithstanding any provision to the contrary herein or in any of the other Loan Documents, this Restriction shall remain in full force for the full term set forth herein including any extension, notwithstanding any prepayment of the Loan. The restrictions contained herein shall run with the land, shall bind the successors and assigns of the Grantor, and shall inure to the benefit of the Holders and their successors and assigns as permitted herein. Notwithstanding the foregoing, at the end of the term of affordability for a particular program, as set forth on Exhibit C, as it may have been extended, provided that all obligations under the loan provided by such Program have been satisfied in full at that time, as determined by the appropriate Holder, the Grantor may request that the Holders modify this Restriction to eliminate the requirements imposed by or otherwise relating to such Program set forth in this Restriction. The parties shall cooperate to prepare an appropriate amendment to this Restriction, which amendment shall be duly recorded with the Registry of Deeds by the Grantor at its cost and expense.

**10. Subsequent Conveyances.** Each and every contract, deed or other instrument hereafter executed conveying the Property or portion thereof shall expressly provide that such conveyance is subject to this 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 Property or portion thereof provides that such conveyance is subject to this Restriction.

**11. Income Verification.** The Grantor represents, warrants and covenants that the determination of whether a Family occupying a Restricted Unit meets the income requirements set

forth herein shall be made by the Grantor at the time of leasing of a Restricted Unit and thereafter at least annually on the basis of the current income of such Family. In initially verifying a Family's income, the Grantor shall examine the source documents evidencing annual income (e.g., wage statements, interest statements, unemployment compensation statements) for the Family.

**12. Reporting Requirements.**

- A. DHCD Web-Based Report.** Annually, no later than September 30, Grantor shall submit to DHCD, via the web-based annual reporting system located at <https://hedhsgdevannualreport.azurewebsites.net>, or as otherwise instructed, an annual report consisting of all data required by DHCD regulations at 760 CMR 61.00 promulgated pursuant to Chapter 334 of the Acts of 2006 and all applicable DHCD directives, guidelines and forms as may be amended from time to time. The Grantor shall collect said data for the express purpose of reporting to DHCD, and the collection and reporting of said data shall comply with said regulations, directives, guidelines and forms.
- B. Annual Report.** Annually, no later than September 30, Grantor shall submit to each Holder an annual report consisting of the following:
- (i) Annual adjusted income of each Family occupying a Restricted Unit.
  - (ii) Monthly gross rents (rents plus utility allowances, if applicable) for all Restricted Units, such rents to be consistent with the schedule of maximum rents published annually by DHCD. The rent schedule shall include the maximum rents applicable to Restricted Units under Section 3 as well as the actual rents to be charged to over-income Families under Section 3.
  - (iii) The Grantor's certification, made to the best knowledge and belief of the officer or individual signing such certification, that:
    - (a) The Property continues to be used for the Permitted Uses.
    - (b) The Property continues to contain the required number of Low Income Units and Extremely Low Income Units and to comply with the rent and other restrictions applicable to such Restricted Units.
    - (c) Grantor has not transferred, pledged or encumbered any interest in the Property, except as specifically provided in, and in accordance and compliance with the terms of, this Restriction.
    - (d) Grantor has caused the Property to be maintained in a manner consistent with the Statutes, Regulations and Guidelines and no children under six years old reside in or occupy the Property within the meaning of the Lead Paint Law or, if such children do reside in or occupy the Property, that the Property is in compliance with the Lead Paint Law.
    - (e) The information submitted pursuant to this Paragraph B is true and accurate.
- C. Confidentiality.** The Holders and the Grantor shall treat as confidential any of the foregoing information relating to a specific Resident or Unit in compliance with all applicable state and

federal statutes and regulations, including M.G.L. c. 66A, and shall implement adequate systems and procedures for maintaining the confidentiality of such information (but the Holders and the Grantor may release general statistical and other information about the Property, so long as the privacy rights and interests of the individual Residents are protected). The Holders and the Grantor shall not use any of the foregoing information in Paragraph A.(iii) for any purpose described in Section 603(d)(1) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(d)(1)) or in any manner that would cause a Holder or Grantor to be considered a "consumer reporting agency" under Section 603(f) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(f)).

**D. Additional Reports.** Grantor shall prepare and submit to the Holders such additional reports as any Holder may deem necessary to ensure compliance with the requirements of this Restriction and of the Programs.

**E. Records.** The Grantor shall maintain as part of its records (i) copies of all leases of Restricted Units; (ii) all initial and annual income certifications by Residents of Restricted Units and (iii) such additional records as any Holder may deem necessary to ensure compliance with the requirements of this Restriction and of the Programs.

**F. Additional Reporting Requirements.** Additional reporting requirements are stipulated in the Loan Agreement.

**13. No Demolition.** The Grantor shall not demolish any part of the Improvements or substantially subtract from any real or personal property included within the Property except in conjunction with renovation or rehabilitation of the Units or construction of a new project on the Property, in either case subject to the prior written consent of all Holders, which consent may be granted or withheld in a Holder's sole judgment.

**14. Casualty.** The Grantor represents, warrants and agrees that if the Property, or any part thereof, shall be damaged or destroyed, the Grantor (subject to the approval of the lender(s) providing financing) will use its best efforts to repair and restore the Units to substantially the same condition as existed prior to the event causing such damage or destruction, and the Grantor represents, warrants and agrees that the Units shall thereafter continue to operate in accordance with the terms of this Restriction.

**15. Inspection.** The Grantor hereby grants to each Holder and its duly authorized representatives the right to enter the Property (a) at reasonable times and in a reasonable manner for the purpose of inspecting the Property to determine compliance with this Restriction or any other agreement between the Grantor and such Holder and (b) after thirty (30) days' prior written notice, to take any reasonable and appropriate action under the circumstances to cure any violation of the provisions of this Restriction. The notice referred to in clause (b) shall include a clear description of the course and approximate cost of the proposed cure.

**16. Enforcement.** Upon violation by the Grantor of any of the provisions of this Restriction that remains uncured for more than thirty (30) days after notice thereof from any Holder (or for such longer period not to exceed thirty (30) days as shall be reasonably required under the circumstances to cure such violation, provided that the Grantor has commenced the cure of such violation within the initial thirty (30) day period and is thereafter diligently pursuing the cure to completion), any

Holder, at its option (without liability to any party for failure to do so), may apply to any court, state or federal, for specific performance of this Restriction or an injunction against any violation of this Restriction, or for such other relief as may be appropriate, since the injury arising from the default under any of the terms of this Restriction would be irreparable and the amount of damage would be difficult to ascertain and may not be compensable by money alone. In each such default notice, the Holder giving such notice shall specify the violation in question and the actions such Holder believes are necessary and feasible to remedy such violation. No waiver by a Holder of any breach of this Restriction shall be deemed a waiver of such breach by any other Holder or a waiver of any other or subsequent breach. No act or omission by any Holder, other than a writing signed by it waiving a breach by the Grantor in accordance with the next Section hereof, shall constitute a waiver thereof. Any Holder shall be entitled to recover from the Grantor all of such Holder's reasonable costs of an action for enforcement of this Restriction, including reasonable attorneys' fees (including the time of any in-house counsel of a Holder charged at the same rate as comparable outside attorneys). By its acceptance of this Restriction, no Holder undertakes any liability or obligation relating to the condition of the Property. Without limiting any other rights or remedies available to a Holder, any transfer of all or any other portion of the Property in violation of the provisions hereof, in the absence of a certification from all Holders approving, or waiving any restrictions with respect to, the same, all as set forth above, shall, to the maximum extent permitted by law, be voidable by any Holder, by suit in equity to enforce the restrictions hereof.

**17. Compliance Certification.** Upon written request therefor, a Holder shall provide a statement in form acceptable for recording certifying that the Grantor is in full compliance with the provisions hereof as relate to that Holder, provided such Holder believes that the Grantor is so in compliance. Upon receipt of a written request therefor, if a Holder shall believe that the Grantor is not so in compliance, such Holder shall provide such a recordable certification specifying in detail the section or sections hereof with which such Holder believes the Grantor not to be in compliance. Any third party dealing with the Grantor may rely for all purposes on the truth and completeness of such a certification of a Holder.

**18. Senior Lender Foreclosure.**

- A.** Notwithstanding anything herein to the contrary, but subject to the provisions of this Section, if the holder of record of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional or governmental lender shall acquire the Property by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the Property in lieu of foreclosure, and provided that the holder of such mortgage has given the Holders not less than sixty (60) days' prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of the Property in lieu of foreclosure to attempt to structure a workout or other arrangement to avoid such foreclosure, conveyance in lieu of foreclosure, or similar remedial action, then except as provided below, the rights and restrictions herein contained shall not apply to such mortgage holder upon such acquisition of the Property or to any purchaser of the Property from such mortgage holder, and such Property shall, subject to Paragraph B. below, thereafter be free from all such rights and restrictions. Notwithstanding the foregoing, the

rights and restrictions contained herein shall terminate only to the extent it is financially infeasible to maintain the level of affordability required by this Restriction or some lesser level of affordability (i.e., fewer Restricted Units or Restricted Units affordable to Families with higher Household Incomes than those required by this Restriction). "Financially infeasible" shall mean (i) with respect to the operation of the Property, that the rent and other income from the Property is, or is reasonably projected to be, less than the reasonable expenses required (or reasonably projected to be required) to maintain and operate the Property and (ii) with respect to a sale of the Property, that the restrictions would prevent (or be reasonably projected to prevent) the senior mortgage holder from recovering all amounts due and owing with respect to its financing of the Property, including without limitation, principal, interest, charges, costs, expenses, late fees and prepayment premiums. Financial infeasibility shall be determined by the senior mortgage holder in its sole discretion after consultation with the Holders. The senior mortgage holder shall notify the Holders of the extent to which the rights and restrictions contained herein shall be terminated and the Grantor agrees to execute any documents required to modify this Restriction to conform to the senior mortgage holder's determination. The Grantor hereby irrevocably appoints any senior mortgage holder and each of the Holders, its true and lawful attorney-in-fact, with full power of substitution, to execute, acknowledge and deliver any such documents on behalf of the Grantor should the Grantor fail or refuse to do so.

- B.** The rights and restrictions contained herein shall not lapse if the Property is acquired through foreclosure or deed in lieu of foreclosure by (i) the Grantor, (ii) any person with a direct or indirect financial interest in the 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 Property is subsequently acquired by a Related Party during the period in which this Restriction would have remained in effect but for the provisions of this Section, this Restriction shall be revived and shall apply to the Property as though it had never lapsed.
- C.** In the event such mortgage holder conducts a foreclosure or other proceeding enforcing its rights under such mortgage and the Property is sold for a price in excess of the sum of the outstanding principal balances of all notes secured by mortgages of the Property plus all future advances, accrued interest and all reasonable costs and expenses which the holders thereof are entitled to recover pursuant to the terms of such mortgages, such excess shall be paid to the Holders in consideration of the loss of the value and benefit of the rights and restrictions herein contained and released by the Holders pursuant to this Section in connection with such proceeding, provided that in the event that such excess shall be so paid to the Holders by such mortgage holder, the Holders shall thereafter indemnify such mortgage holder against loss or damage to such mortgage holder resulting from any claim made by the mortgagor of such mortgage to the extent that such claim is based upon payment of such excess by such mortgage holder to the Holders in accordance herewith, provided that such mortgage holder shall give the prompt notice of any such claim and shall not object to intervention by the Holders in any proceeding relating thereto. The Holders

shall share any such excess pro rata in proportion to the respective amounts of principal and interest (if any) then outstanding on their portions of the Loan and the liability of a Holder under the foregoing indemnity shall be limited to the amount of such excess received by it. To the extent the Grantor possesses any interest in any amount which would otherwise be payable to the Holders under this Paragraph, to the full extent permissible by law, the Grantor hereby assigns its interest in such amount to said mortgage holder for payment to the Holders.

**19. Notices.** Except for any notice required under applicable law to be given in a different manner, any notice, request or other communication which any 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, if sent by recognized overnight courier, receipt confirmed, or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses first set forth above, or to 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 any of the foregoing methods shall be deemed given upon documented receipt or refusal.

**20. Successors and Assigns; No Third-Party Beneficiaries.** This Restriction shall be binding upon the Grantor and its successors and assigns, and shall burden the Property as specified herein. This Restriction shall also be binding upon the Holders, and shall inure to the benefit of their successors and assigns, provided that a Holder shall not voluntarily assign its rights hereunder unless (a) such Holder believes in good faith that it is no longer reasonably capable of performing its duties hereunder, and (b) such assignment shall be to a governmental body or an entity of a similar character and purposes to such Holder which is reasonably capable of performing such duties hereunder. Notwithstanding the delegation of authority by DHCD to the Administrator for the Administrator to act as a Holder hereunder and to MHP for MHP to act as a Holder hereunder, DHCD shall also be a Holder hereunder and may act at any time in its own name to pursue any rights and remedies of a Holder hereunder; provided that as to the Grantor or any third party, any recorded instrument granting any approval or consent or otherwise affecting the Property under the AHT-CSHI Program is duly executed by either Administrator or DHCD and any recorded instrument granting any approval or consent or otherwise affecting the Property under the HSF-CSHI Program is duly executed by either MHP or DHCD, shall be binding on the other for all purposes.

**21. Severability; Construction.** All rights, powers and remedies provided herein may be exercised only to the extent that exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Restriction invalid, unenforceable or not entitled to be recorded, registered or filed under applicable law. If any provision or part hereof shall be affected by such holding, the validity of other provisions of this Restriction and of the balance of any provision held to be invalid, illegal or unenforceable, in part only, shall in no way be affected thereby, and this Restriction shall be construed as if such invalid, illegal, or unenforceable provision or part hereof had not been contained herein. In the event of any actual or potential inconsistency between the terms of this Restriction and any of the Statutes and/or the Regulations, such terms shall be interpreted, to the extent reasonably possible, so as to reconcile any such inconsistencies. If such provisions cannot reasonably be reconciled, the

provisions of the Statutes, the Regulations and this Restriction, in the foregoing order of priority, shall control.

**22. Governing Law.** This Restriction shall be governed by the laws of The Commonwealth of Massachusetts. Inasmuch as the restrictions contained herein have been imposed upon the Property in part to satisfy requirements of various governmental bodies referred to herein, including, without limitation, DHCD, the restrictions contained herein are intended to be construed as a restriction held by a governmental body with the benefit of Section 26 of Chapter 184 of the Massachusetts General Laws as existing as of the date hereof, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law, but rather shall run for the full term thereof.

**23. Recording.** The Grantor, at its cost and expense, shall cause this Restriction and any amendment hereto to be duly recorded with the Registry of Deeds (and if necessary or appropriate, re-recorded), shall pay or cause to be paid all recording, filing, or other taxes, fees and charges and shall comply with all such statutes and regulations as may be required by law in order to establish, preserve and protect the ability of the Holders and their successors and assigns to enforce this Restriction.

**24. Further Assurances.** Each Holder is authorized to record or file any notices or instruments appropriate to assuring the enforceability of this Restriction; and the Grantor on behalf of itself and its successors and assigns appoints each Holder 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 Restriction shall be in gross and shall be assignable by any Holder. The Grantor and the Holders 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.

**25. Counterparts.** This Restriction may be executed in several counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute one instrument. In making proof of this Restriction, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Restriction is sought.

**26. MHP Assignment to DHCD.** If Massachusetts Housing Partnership Fund Board, as agent for HSITF, assigns to DHCD its rights under that certain Mortgage, Security Agreement and Conditional Assignment of Leases and Rents dated of even date herewith by Grantor in favor of the Holders, then upon the recordation of such assignment, all rights hereunder with respect to the HSF-CSHI Program shall automatically vest in DHCD and the Massachusetts Housing Partnership shall no longer act as agent for HSITF hereunder.

**27. Incorporation of Exhibits and Riders.** Any and all exhibits and riders attached hereto or otherwise referenced herein are hereby incorporated by reference, the same as if each were fully set forth herein.

**28. Amendment; Waiver.** This Restriction may not be amended, nor may any obligation hereunder be waived or released, without first obtaining the written consent of all Holders.

No documentary stamps are required as this Restriction is not being purchased by the Holders.

EXHIBIT LIST:

- EXHIBIT A Property Description
- EXHIBIT B Projected Initial Rent Schedule for Units Other Than Home Assisted Units
- EXHIBIT B-1 Projected Initial Rent Schedule for Home Assisted Units
- EXHIBIT C Initial Affordability Matrix
- EXHIBIT C-1 Post-HAP Affordability Matrix
- EXHIBIT D Additional Definitions

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Executed under seal as of the date set forth above.

**BRISCOE VILLAGE LLC**

By: **BRISCOE VILLAGE MM LLC.**, its Managing Member

By: **BEACON COMMUNITIES CORP.**, its Managing Member

By: \_\_\_\_\_

Name:

Title:

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_ County, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 202\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, as \_\_\_\_\_ of Beacon Communities Corp., as managing member of Briscoe Village MM LLC, as managing member of Briscoe Village, LLC., for its stated purpose as the voluntary act of Briscoe Village LLC.

\_\_\_\_\_  
Notary Public

My commission expires:

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**EXHIBIT A : PROPERTY DESCRIPTION**

**EXHIBIT B : PROJECTED INITIAL RENT SCHEDULE FOR UNITS OTHER THAN HOME ASSISTED UNITS**

(Rents assume that the Grantor pays all utilities. An allowance for any utilities paid by tenants must be deducted from these rents. Utility allowances are available from the local housing authority.)

UNIT TYPE	EXTREMELY LOW INCOME	VERY LOW INCOME	INCOME LEVEL		
			LOW INCOME	MODERATE INCOME	HIGH MODERATE INCOME
SRO					
STUDI					
OS					
1-BR					
2-BR					
3-BR					
4-BR					

**EXHIBIT B-1: PROJECTED INITIAL RENT SCHEDULE FOR HOME ASSISTED UNITS**

(Rents assume that the Grantor pays all utilities. An allowance for any utilities paid by tenants must be deducted from these rents. Utility allowances are available from the local housing authority.) For Studios without both a kitchen and bathroom (i.e. an SRO), the rent will be 75% of the Fair Market Rent for a Studio.

UNIT TYPE	INCOME LEVEL	
	VERY LOW INCOME	LOW INCOME
STUDIOS		
1-BR		
2-BR		
3-BR		
4-BR		

**EXHIBIT C: AFFORDABILITY MATRIX -- NOTE THAT IN ORDER TO SATISFY THE AFFORDABILITY REQUIREMENTS OF THE MHP FIRST MORTGAGE LOAN AT LEAST \_\_\_\_\_ OF THE TOTAL UNITS SHALL BE LOW INCOME UNITS.**

NUMBER/SIZE OF UNITS REQUIRED BY	TERM	INCOME CATEGORY					EXTREMELY LOW INCOME (30% AMI)
		HIGH MODERATE INCOME (110% AMI)	MODERATE INCOME (80% AMI)	LOW INCOME (60% AMI)	VERY LOW INCOME (50% AMI)		
HSF-CSHI	50 years	___ SRO	___ SRO	___ SRO	___ SRO	___ SRO	___ SRO
		___ Studio	___ Studio	___ Studio	___ Studio	___ Studio	___ Studio
		___ 1-BR	___ 1-BR	___ 1-BR	___ 1-BR	___ 1-BR	___ 1-BR
		___ 2-BR	___ 2-BR	___ 2-BR	___ 2-BR	___ 2-BR	___ 2-BR
AHT-CSHI	50 years	___ 3-BR	___ 3-BR	___ 3-BR	___ 3-BR	___ 3-BR	___ 3-BR
		___ 4-BR	___ 4-BR	___ 4-BR	___ 4-BR	___ 4-BR	___ 4-BR
		___ SRO	___ SRO	___ SRO	___ SRO	___ SRO	___ SRO
		___ Studio	___ Studio	___ Studio	___ Studio	___ Studio	___ Studio
BEVERLY HOME	30 years	___ 1-BR	___ 1-BR	___ 1-BR	___ 1-BR	___ 1-BR	___ 1-BR
		___ 2-BR	___ 2-BR	___ 2-BR	___ 2-BR	___ 2-BR	___ 2-BR
		___ 3-BR	___ 3-BR	___ 3-BR	___ 3-BR	___ 3-BR	___ 3-BR
		___ 4-BR	___ 4-BR	___ 4-BR	___ 4-BR	___ 4-BR	___ 4-BR
LOCAL AHT	Perpetual	___ SRO	___ SRO	___ SRO	___ SRO	___ SRO	___ SRO
		___ Studio	___ Studio	___ Studio	___ Studio	___ Studio	___ Studio
		___ 1-BR	___ 1-BR	___ 1-BR	___ 1-BR	___ 1-BR	___ 1-BR
		___ 2-BR	___ 2-BR	___ 2-BR	___ 2-BR	___ 2-BR	___ 2-BR
NORTH SHORE CONSORTIUM HOME	30 years	___ 3-BR	___ 3-BR	___ 3-BR	___ 3-BR	___ 3-BR	___ 3-BR
		___ 4-BR	___ 4-BR	___ 4-BR	___ 4-BR	___ 4-BR	___ 4-BR
		___ SRO	___ SRO	___ SRO	___ SRO	___ SRO	___ SRO
		___ Studio	___ Studio	___ Studio	___ Studio	___ Studio	___ Studio



**AFFORDABLE HOUSING RESTRICTION**

<p><b>CITY OF BEVERLY INCLUSIONARY ZONING</b></p>	<p><b>PERPETUITY</b></p>	<p>___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR</p>				
<p><b>COMPOSITE</b></p>		<p>___ SRO ___ STUDIO ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR</p>				

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## EXHIBIT D: ADDITIONAL DEFINITIONS

Following are additional definitions used in this Affordable Housing Restriction:

Administrator: Massachusetts Housing Finance Agency, a body politic and corporate and a public instrumentality of The Commonwealth of Massachusetts, or its successors and assigns as applicable.

"AHT-CSHI Guidelines" shall mean the guidelines issued by DHCD regarding the Affordable Housing Trust Fund loan program, as the same may be amended, supplemented, replaced or otherwise modified from time to time, together with the CSHI NOFA and any guidance or regulations with respect thereto that may be promulgated from time to time.

"AHT-CSHI Program" shall mean the Affordable Housing Trust Fund loan program established under the AHT Statute under which AHT makes loans available to sponsors of affordable housing for Low Income and Extremely Low Income Families, subject to the additional requirements imposed for the CSH Initiative.

"AHT Statute" shall mean the Massachusetts Affordable Trust Fund Statute, M.G.L. c.121D.

"Area" shall mean Boston-Cambridge-Quincy, MA-NH HMFA.

"Bedroom Adjusted AMI" applicable to a Unit shall mean the median income for the Area, with adjustments for the number of bedrooms in such Unit, as determined from time to time by HUD pursuant to Section 8 of the United States Housing Act of 1937, as amended. For purposes of adjustments for the number of bedrooms in a Unit, a Unit that does not have a separate bedroom is assumed to be occupied by one individual and a Unit with one or more separate bedrooms is deemed assumed to be occupied by 1.5 individuals for each bedroom (with the total number of individuals rounded up).

"Consortium" shall mean the North Shore HOME Consortium.

"CSHI NOFA" shall mean the Notice of Funding Availability dated February 2018 issued by DHCD and the Administrator with respect to the CSH Initiative.

"CSH Initiative" shall mean the Community Scale Housing Initiative established by DHCD and the Massachusetts Housing Finance Agency under which DHCD and AHT make loans available to sponsors of certain types of affordable housing.

"Extremely Low Income Family" shall mean a Family whose Household Income is less than or equal to thirty percent (30%) of the Family-size Adjusted AMI.

"Fair Market Rent" shall mean the fair market rent in the Area for a comparably-sized dwelling as established by HUD under regulations promulgated at 24 C.F.R. §888.11 (or successor regulations), minus a monthly allowance established by the Holders for any utilities and services (excluding telephone) to be paid by the occupying Family.

"Family" shall have the meaning set forth in 24 C.F.R. §5.403 (or any successor regulation). Notwithstanding the foregoing, a household comprised of a full-time student or students shall not qualify as a Family except as permitted under the federal low-income housing tax credit program pursuant to Section 42(i)(3)(D) of the Internal Revenue Code of 1986, as amended.

"Family-size Adjusted AMI" shall mean the median income for the Area, adjusted for family size, as determined from time to time by HUD pursuant to Section 8 of the United States Housing Act of 1937, as amended.

"Grantor" shall mean the Grantor named on the first page hereof or any successor or assign thereof permitted under Section 8 of this Restriction, including any party holding ownership interests in or with respect to the Property.

"Guidelines" shall mean the HSF-CSHI Guidelines, the AHT-CSHI Guidelines and the Local AHT Guidelines.

"High Moderate Income Family" shall mean a Family whose Household Income is less than or equal to one-hundred-ten percent (110%) of the Family-size Adjusted AMI.

"Holder" shall mean each of DHCD, AHT, the City, the Consortium, and the Local AHT Lender, or, as applicable, each successor or assign of the foregoing and "Holders" shall mean all of the foregoing parties, collectively.

"HOME Guidelines" shall mean the guidelines issued by DHCD regarding the HOME Program, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"HOME Program" shall mean the federal HOME Investment Partnerships Program under which the City and the Consortium make loans available to sponsors of certain types of affordable housing.

"HOME Regulations" shall mean 24 C.F.R. Part 92.

"Household Income" shall mean a Family's adjusted annual income determined in the manner set forth in 24 C.F.R. §5.609 (or any successor regulations).

"HSF-CSHI Guidelines" shall mean the guidelines issued by DHCD regarding the Housing Stabilization Fund loan program, as the same may be amended, supplemented, replaced, or otherwise modified from time to time, together with the CSHI NOFA and any guidance with respect thereto that may be implemented from time to time.

"HSF-CSHI Program" shall mean Housing Stabilization Fund loan program, established for the purpose of facilitating the creation and preservation of affordable housing, under which DHCD contracts to make funds available through MHP and other financial intermediaries, for such financial intermediaries to loan to sponsors of affordable housing for Low Income and Extremely Low Income Families, subject to and in accordance with the provisions of the HSF Statute, subject to the additional requirements imposed for the CSH Initiative.

"HSF-CSHI Regulations" shall mean the regulations relating to the Housing Stabilization Fund loan program promulgated by DHCD at 760 Code of Massachusetts Regulations, Section 24.00 et. seq., as the same may be amended, supplemented, replaced or otherwise modified from time to time, together with any regulations with respect to the CSH Initiative that may be promulgated from time to time.

"HSF Statute" shall mean the Massachusetts Housing Stabilization and Investment Trust Fund Statute, M.G.L. c. 121F, as affected by and by Section 2 of Chapter 99 of the Acts of 2018 (budget

line item 7004 0053), as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"HUD" shall mean the United States Department of Housing and Urban Development.

"Improvements" shall mean the building or buildings on the Property presently containing, or after completion of the planned construction to contain, the number of Units indicated on the first page hereof, and all other authorized buildings, structures and improvements located on the Property from time to time, all equipment and fixtures therein, and any authorized repair, improvement, reconstruction, restoration, renovation, or replacement of a capital nature thereto or otherwise on the Property.

"Loan" shall mean collectively, the loans for the Project being provided to the Grantor under the Programs.

"Loan Documents" shall mean collectively, the documents evidencing and securing the Loan.

"Local AHT Guidelines" shall mean the guidelines issued by the City regarding the Local AHT Program, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"Local AHT Program" shall mean the Affordable Housing Trust Fund loan program established by the City of Beverly under the Local AHT Statute under which the City makes loans available to sponsors of certain types of affordable housing.

"Local AHT Statute" shall mean the **[name of AHT ordinance]**, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"Local AHT Regulations" shall mean the regulations relating to the Local AHT Program promulgated by the City, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"Low Income Family" shall mean a Family whose Household Income is less than or equal to sixty percent (60%) of the Family-size Adjusted AMI.

"Moderate Income Family" shall mean a Family whose Household Income is less than or equal to eighty percent (80%) of the Family-size Adjusted AMI.

"Over-income Rent" shall mean, for a particular over-income Family, a monthly rent equal to the lesser of (x) the maximum amount payable by the Family under the laws of the municipality in which the Property is located or of The Commonwealth of Massachusetts, (y) one-twelfth of thirty percent (30%) of the Family's Household Income as recertified annually or (z) the comparable market rent for the Family's Unit, but in no event lower than the rent such Family was paying prior to becoming an over-income Family.

"Permitted Encumbrances" shall mean those encumbrances on the Property identified in the mortgage granted to the Holders of even or near date herewith.

"Permitted Uses" shall mean use of the Improvements for the number of rental Units indicated on the first page hereof, including the number of Restricted Units indicated on the first page hereof.

Such Permitted Uses shall include activities and/or services of a nature to benefit the Residents of the Restricted Units.

"Programs" shall mean the HSF-CSHI Program, the AHT-CSHI Program, the HOME Program, the Local AHT Program and the HOME Program.

"Property" shall mean that certain parcel or parcels of land located at the Property Address indicated on the first page hereof and more particularly described in Exhibit A attached hereto, together with all Improvements thereon.

"Registry of Deeds" shall mean the Essex South Registry of Deeds.

"Regulations" shall mean the HSF-CSHI Regulations, the Local AHT Regulations and the HOME Regulations.

"Residents" shall mean the lawful occupants of the Units.

"Restricted Unit" shall mean a Unit required by the terms hereof to be rented to a Low Income Family, a Very Low Income Family or an Extremely Low Income Family.

"SRO Unit" shall mean a single-room (zero bedroom) Unit intended for occupancy by a single eligible Resident and that may contain partial food preparation and/or sanitary facilities.

"Statutes" shall mean the HSF Statute, the AHT Statute and the Local AHT Statute.

"Studio Unit" shall mean a single-room (zero bedroom) Unit that contains a complete kitchen and bathroom.

"Unit" shall mean any residential unit located on the Property.

"Very Low Income Family" shall mean a Family whose Household Income is less than or equal to fifty percent (50%) of the Family-size Adjusted AMI.

**Beacon Communities Srvcs LLC**

2 Center Plaza, Suite 700  
Boston, MA 02108

CHECK NUMBER 5201486

011000138

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DATE  
04/22/2020

AMOUNT  
\$100.00\*\*\*\*\*

PAY \*\*\*\*\* ONE HUNDRED AND 00/100 DOLLARS

Bank of America  
Boston, MA

TO  
THE  
ORDER  
OF

City of Beverly  
PO Box 178  
Medford, MA 02155-0002



Authorized Signature

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