



Use Agreement

For Section 202 of the Housing Act of 1959
or Section 811 of the National Affordable
Housing Act

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

OMB Approval No. XXXX-XXXX (exp. MM/DD/YY)

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This Agreement made the 21st day of March, 19 96, by and between the United States of America, Secretary of Housing and Urban Development (hereinafter called "HUD") and Community Housing Options, Inc., a private nonprofit corporation, organized and existing under and by virtue of the laws of the State of Massachusetts (hereinafter called the "Owner"), provides as follows:

Whereas, the Owner and HUD have entered into a Capital Advance Agreement to assist in financing a rental housing project to house elderly persons or persons with disabilities, (hereinafter called "persons"), in accordance with Section 202 of the Housing Act of 1959 or Section 811 of the National Affordable Housing Act, and the applicable regulations:

Whereas, HUD through the Capital Advance Agreement has provided funding for the Project identified as Community Housing Options project number 023-HD031, financed with a Note and Mortgage (Deed of Trust), dated March 21, 1996 and covering real property as described in Exhibit "A" attached hereto, which Mortgage was recorded in the Recorder's Office of _____ County on _____ as Instrument _____, Book _____, Page _____;

Whereas, The Project is subject to a Regulatory Agreement, dated March 21, 1996 and recorded on _____ in the Recorder's Office of _____ County as document number _____, Book _____, Page _____;

Whereas, pursuant to section 202 of the Housing Act of 1959 (elderly projects) or section 811 of the National Affordable Housing Act (disabled projects) and the corresponding regulations, in exchange for HUD's agreement to provide capital advance financing and project rental assistance payments, the Owner has agreed to continue to operate the Project only as rental housing for very-low income elderly or disabled persons for not less than 40 years from February 1, 1997, unless otherwise approved by HUD:

Now Therefore, in consideration of the mutual promises set forth herein and of other valuable consideration, the parties hereby agree as follows:

1. **Definitions.** All terms used in this Agreement have the same meaning as set forth in the definitions in 24 CFR Part 889 or 890.
2. **Term.** This Agreement shall remain in effect for not less than 40 years from February 1, 1997, unless otherwise approved by HUD.
3. **Use Restriction.** The Project shall be used solely as rental housing for very-low income elderly or disabled persons.
4. **Transfer.** HUD has been granted and is possessed of an interest in the above described Project such that the Owner shall remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said property or any part thereof without the release of said covenants by HUD. The Owner has constituted HUD as its attorney-in-fact to transfer the project to another private nonprofit corporation in the event of default under the Capital Advance Agreement or the Regulatory Agreement. The Owner may transfer the Project during the term of this Agreement only with the prior written approval of HUD, any any such grantee shall assume the obligations under this Agreement as a condition of any transfer. In any event, this Agreement shall be binding upon the Owner's successors and assigns.
5. **Release.** The endorsement by a duly authorized officer of HUD (1) upon any conveyance or transfer made by the Owner of any real or personal property which is determined to be excess to the needs of the Project, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public rights-of-way, or for the establishment, operation and maintenance of public utilities, or (3) upon any instrument transferring or conveying an interest therein, or (4) upon any instrument of release made by the Owner of the Project shall be effective to release such property from the restrictive covenants hereby created.

12:00 475 03/21/96 03:17:26

6. Enforcement. In the event of a breach or threatened breach of any of the provisions of this Agreement, any eligible tenant or applicant for occupancy, or the Secretary or his or her successors or delegates, may institute proper legal action to enforce performance of such provisions, to enjoin any acts in violation of such provisions, to

recover whatever damages can be proven, and/or to obtain whatever other relief may be appropriate.

7. Severability. The invalidity, in whole or in part, of any of the provisions set forth above shall not affect or invalidate any remaining provisions.

In Witness Whereof, HUD and the Owner by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this 21st day of March, 19 96.

(Seal)

Attest:

Witness:

Secretary:

Name of Owner:

Community Housing Options, Inc.

By: (President)

Maura Ferrigno as President

Maura Ferrigno

United States of America Secretary of Housing and Urban Development

Witness:

By:

James W. Polets

Edward J. Bernard

Return to:
U.S. Department of Housing and Urban Development
Massachusetts State Office
Office of Housing
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street
Boston, MA 02222-1092

State of Massachusetts)
County of Middlesex) SS:

before me, Matthew J. McNamara
~~Edward T. Bernard~~, a Notary Public in and for said State,
on this 21st day of March, 19 96,

personally appeared Edward T. Bernard
who is personally well known to me to be the Director Single Family Housing, of HUD, and the person who executes
the foregoing instrument by virtue of the authority vested in him by section 202 of the Housing Act of 1959 or section 811 of the National
Affordable Housing Act, and I having first made known to him the contents thereof, he did acknowledge the signing thereof to be a free and
voluntary act and done on behalf of the Secretary of Housing and Urban Development for the uses, purposes and considerations therein set forth

Witness my hand and official seal this 21st day of March, 19 96
(Seal)

Matthew J. McNamara (Notary Public)

My commission expires March 29, 19 2002.

State of Massachusetts)
County of Middlesex) SS:

On this 21st day of March, 19 96, before me residing therein, duly commissioned and sworn
personally appeared James McAleer, a Notary Public in and for said county and State, proved to me
on the basis of satisfactory evidence to be the Secretary of Agent of Community Housing Options, Inc., that
executed the within instrument and acknowledged to me that such Agent, James McAleer executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.
(Seal)

Matthew J. McNamara (Notary Public)

My commission expires March 29, 19 2002.

State of Massachusetts)
County of Middlesex) SS:

On this 21st day of March, 19 96, before me residing therein, duly commissioned and sworn
personally appeared Maura Ferrigno, a Notary Public in and for said county and State, proved to me
on the basis of satisfactory evidence to be the President of Community Housing Options, Inc., that
executed the within instrument and acknowledged to me that such President, Maura Ferrigno executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.
(Seal)

Matthew J. McNamara (Notary Public) Matthew J. McNamara

Commission expires March 29, ~~19~~ 2002.

Legal Description

A certain parcel of land with the buildings thereon situated in that part of Concord called West Concord, now numbered 22 West Street, shown as Lot #2 on a plan of Land in Concord Junction Surveyed for John J. Connorton by Horace F. Tuttle dated 1923 and recorded with Middlesex South District Deeds at the end of Book 4664, said land containing about 8,012 square feet and bounded and described as follows:

NORTHERLY	by land now or formerly of Hanson Chase there measuring 115.00 feet;
EASTERLY	by Lot #1 shown on said plan there measuring 115.00 feet;
SOUTHERLY	by West Street there measuring 71.16 feet; and
WESTERLY	by Lot #3 shown on said plan there measuring 70.94 feet

Legal Description

The land with the buildings thereon situated in Maynard on the Easterly side of Acton Street, bounded and described as follows:

Beginning at the Southwesterly corner of the premises at a stone bound set in the ground at said Acton Street and land now or late of Brooks, and thence running Easterly by land of said Brooks to a stone bound set in the ground at land of the Fitchburg Railroad Company, one hundred and sixty-seven feet; thence running Northerly by said land of the Fitchburg Railroad Company, seventy-nine and $\frac{3}{10}$ feet to the corner of the wall at land now or late of George S. Brown; thence Northwesterly by land of said Brown as the wall stands, two hundred eighteen and $\frac{5}{10}$ feet to said Acton Street; thence Southerly by said Acton Street, one hundred sixty-two feet to the point of beginning.

81-83 Acton St, Maynard

Legal Description

A certain parcel of land, with the buildings thereon, situated in Maynard, Middlesex County, Massachusetts, being shown as Lot 112 on a plan of land entitled, "Plan No. 2 showing land and buildings located in Maynard, Mass., owned by Textile Realty Co.", John Franklin, C.E., dated July, 1934 and recorded with the Middlesex South District Registry of Deeds in Book 5846, Page 449, bounded and described as follows:

- NORTHERLY by Roosevelt Street, 57.00 feet;
- WESTERLY by Lot 111 on said plan, 85.00 feet;
- SOUTHERLY by Lot 122 and land now or formerly of Textile Realty Company, 57.00 feet; and
- EASTERLY by Lot 113 on said plan, 85.00 feet.

Containing 4,845 square feet of land.

17 Roosevelt St, Maynard