



**AFFORDABLE HOUSING COVENANT APPLICABLE TO UNIT 101  
AT RIVERBEND CONDOMINIUM  
CONCORD, MASSACHUSETTS**

**OWNER :** **Concord Housing Authority, Town of Concord, Massachusetts.** The Owner includes any person or legal entity who owns or occupies the Unit or has any interest therein.

**COVENANT HOLDER:** **Riverbend Condominium Association, Inc.**, the organization of condominium owners established in accordance with Section 10 of Chapter 183A of the General Laws of Massachusetts. The Covenant Holder includes any person or legal entity to whom the rights of the Covenant Holder have been transferred.

**COVENANT HOLDER'S ADDRESS:** 78 Forest Ridge Road, Concord, MA 01742

**UNIT:** Unit 101 at the Riverbend Condominium, 78 Forest Ridge Road, Concord, Middlesex, County, Massachusetts, created by Master Deed dated September 20, 2002 and recorded with Middlesex South District Registry of Deeds on September 27, 2002 as Document No. 358. The Unit is more particularly shown on a copy of the Floor Plan for the Unit attached hereto as Exhibit A. *36533-149*

For valuable consideration, the receipt and sufficiency of which is acknowledged, the Owner, for itself and its successors and assigns (including all persons who subsequently own or occupy the Unit), hereby agree that the Unit shall be subject to the following covenants and restrictions for the benefit of the Covenant Holder:

1. The Owner will attempt to insure that the Unit is rented to and occupied by Concord residents, Town employees, Concord Public and Regional School employees and others employed by Concord businesses;
2. The Owner hereby covenants and agrees to abide by all provisions of the Riverbend Condominium Master Deed, By-Laws and Rules and Regulations, as the same may be amended from time to time, including, but not limited to, the obligation to pay any and all common area monthly charges and other assessments applicable to the Unit; and
3. The Owner hereby covenants and agrees to maintain the Unit in good order, repair and condition and in such condition as is required to be in compliance with all laws, regulations, ordinances, codes, orders or other law, now existing or hereafter enacted, regarding the habitability of the Unit as housing and also in full compliance with all other federal and State requirements and the Master Deed, Condominium By-Laws and Rules and Regulations of Riverbend Condominium.

This Covenant shall run with the real property constituting the Unit and shall be binding upon the Owner, and its successors and assigns and all occupants of the Unit and shall be for the benefit of and enforceable by the Covenant Holder and its successors and assigns for the maximum duration permitted

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by law pursuant to General Laws, Chapter 184, Sections 31-33 where applicable. The Covenant Holder shall have the right to take such actions as are permitted by law, including without limitation filing notices of extension under Massachusetts General Laws, Chapter 184, Section 27, as may be necessary or convenient to continue the Covenant for its intended perpetual term. The Covenant Holder acting alone shall have the right from time to time as permitted by law to record such documents as are necessary or useful in its judgment to continue this Covenant in existence.

Unless otherwise stated, the Covenant Holder shall act with respect to the administration of this Covenant through the chief executive officer of the Covenant Holder, whose acts shall bind the Covenant Holder.


This Covenant may be amended, in whole or in part, or revoked only by a writing signed by both the Onwer and the Covenant Holder and duly recorded with the Middlesex South District Registry of Deeds. The Covenant Holder may assign its rights under this Covenant to any person or legal entity permitted under law to enforce the Covenant. No waiver or release of the rights of the Covenant Holder contained in this Covenant shall be effective unless in writing and duly executed by the Covenant Holder or such assignee, or an authorized agent of either.

If any provision of this Covenant or the application thereof to any person or circumstances is held to be invalid or unenforceable by any decision of any court of competent jurisdiction, such decision shall not impair or otherwise affect any other provision of this Covenant, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable.

This Covenant shall take effect as a sealed instrument as of this 3rd day of June, 2003.

Concord Housing Authority

By:

  
Stephan Hay  
Its Executive Director  
hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

June 3, 2003

Then personally appeared the above-named Stephan Hay, Executive Director as aforesaid and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said Concord Housing Authority, before me.

  
Notary Public

**THOMAS WRAY FALWELL**  
**NOTARY PUBLIC**

My commission expires:

My Commission Expires Sept. 22, 2006