



2018 00087010

Bk: 71168 Pg: 452 Doc: REST
Page: 1 of 6 06/15/2018 03:48 PMAFFORDABLE HOUSING RESTRICTION**Property Address: 12 Bedford Village Road, Bedford, Massachusetts**

This Affordable Housing Restriction (this "Agreement") is executed and delivered as of the 15th day of June, 2018 (the "Effective Date"), by Grantor for the benefit of Lender, to impose covenants running with the Land which shall be binding upon Grantor and all subsequent owners of the Land for the purpose of insuring that the Affordability Requirement will be satisfied in accordance with the provisions of in this Agreement.

Lender has extended a loan to Borrower, the proceeds of which have been transferred to Grantor for the purpose of acquiring and/or renovating the Project. Grantor is executing and delivering this Agreement to Lender to satisfy certain requirements of the Capital Magnet Fund Assistance Agreement between Massachusetts Housing Investment Corporation and Community Development Financial Institutions Fund.

Definitions**Affordable Housing**

Unit: A residential unit at the Project which is occupied in conformance with the Affordability Requirement.

Affordability Requirement:

Defined in Section 3 of this Agreement.

Borrower:

Preservation of Affordable Housing LLC, a Massachusetts limited liability company, with a business address of c/o Preservation of Affordable Housing, Inc., 40 Court Street, Suite 700, Boston, Massachusetts 02108.

Grantor:

Bedford Village Preservation Associates Limited Partnership, a Massachusetts limited partnership, with a business address of c/o Preservation of Affordable Housing, Inc., 40 Court Street, Suite 700, Boston, Massachusetts 02108.

HUD:

The United States Department of Housing and Urban Development.

Land:

The land located at 12 Bedford Village Road, Bedford, Massachusetts, as more particularly described in Exhibit A attached hereto and made a part hereof.

- Lender:** MHIC CMF Affordable Housing Fund I LLC, a Massachusetts limited liability company, with a business address of c/o Massachusetts Housing Investment Corporation, 21 Custom House Street, 8th Floor, Boston, Massachusetts 02110.
- Loan:** The loan from Lender to Borrower in the original principal amount of Five Hundred Twenty-Eight Thousand Dollars (\$528,000).
- Project:** The renovation of ninety-six (96) units of rental housing in ten (10) buildings located on the Land, and the operation of such buildings and other improvements to provide housing consistent with the Affordability Requirement.

Agreement

For good and valuable consideration, and with the intent of being legally bound, the parties hereto agree as follows:

1. Affordable Housing Restriction. Grantor intends, declares and covenants, on behalf of itself and all future owners and operators of the Project during the term of this Agreement, that this Agreement and the covenants and restrictions set forth in this Agreement regulating and restricting the use, occupancy and transfer of the Project (i) shall be and are covenants running with the Land, encumbering the Land for the term of this Agreement, binding upon Grantor, Grantor's successors in title and all subsequent owners and operators of the Project; (ii) are not merely personal covenants of Grantor; and (iii) the benefits shall inure to Lender and its respective successors and assigns during the term of this Agreement, as defined below. The restrictions contained herein are intended to be construed as an affordable housing restriction as defined in Section 31 of Chapter 184 of the Massachusetts General Laws which has the benefit of Section 32 of said Chapter 184, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law but rather shall run for the full term hereof. Unless the covenants contained herein have been released by Lender in writing, they shall survive and be effective for the term of this Agreement regardless of whether any obligations owed to Lender or to any assignees of Lender in connection with the Loan have been fully paid and/or performed.
2. Term of the Restriction. The term of the affordable housing restriction imposed by this Agreement shall expire on the tenth (10th) anniversary of the date the Project is "placed in service" as that term is defined in the regulations or notices promulgated under Section 42 of the United States Internal Revenue Code of 1986, as amended.
3. Restrictions. As of the Effective Date, all residential rental units in the Project shall be rented to Families (as defined below) whose annual incomes are equal to or less than one-hundred percent (100%) of the area median income, adjusted for household size, as determined by HUD and at least twenty percent (20%) of the residential rental units in the Project shall be rented to Families (as defined below) whose annual incomes are equal to or less than fifty percent (50%) of the area median income, adjusted for household size, as determined by HUD. (the "**Affordability Requirement**"). "**Family**" is defined as one or more individuals occupying a unit and satisfying the standards adopted by HUD for the so-called Section 8 program under the United States Housing Act of 1937, as amended, and the regulations promulgated thereunder (the

“Section 8 Program”). Annual incomes and rents shall be determined in a manner consistent with the Section 8 Program

If, after the Effective Date, the income of a tenant of an Affordable Housing Unit increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such a tenant, Grantor shall not be in default hereunder so long as either (i) Grantor rents the next available unit at the Project as an Affordable Housing Unit in conformance with the Affordability Requirement, or (ii) Grantor otherwise demonstrates compliance with the Affordability Requirement.

4. Marketing and Tenant Selection. Grantor shall not discriminate on the basis of race, color, creed, religious creed, sex, age, handicap, marital status, sexual orientation, national origin or any other basis prohibited by law in the lease, use or occupancy of units at the Project (provided that if the Project qualifies as elderly housing under applicable state and federal law, occupancy may be restricted to the elderly in accordance with said laws), or in the employment or application for employment of persons for the operation and management of the Project. Grantor shall select tenants for the Project in a fair and impartial based on objective criteria made known to such tenants upon request.

5. Maintenance of the Project. Grantor covenants, agrees and warrants that the Project and the Affordable Housing Units at all times shall be suitable for occupancy and in compliance with all applicable laws including, without limitation, health, safety and building codes. Subject to the rights of the occupants of units at the Project, Grantor hereby grants Lender and its duly authorized representatives the right to enter the Project and the Affordable Housing Units at reasonable times and with reasonable notice for the purpose of inspecting the Project and the Affordable Housing Units to determine compliance with this Agreement.

6. Transfer of Land. If requested by Lender, prior to the transfer of ownership of the Land or any portion thereof, Grantor shall secure from the transferee a written agreement stating that the transferee will assume Grantor’s obligations under this Agreement.

7. Information. Grantor covenants and agrees to secure and maintain on file for inspection and copying by the Lender such information, reports and certifications as the Lender may reasonably require in writing in order to insure compliance with the Affordability Requirement. Grantor further covenants and agrees to submit to Lender annually, or more frequently if required in writing by Lender, reports detailing such facts as Lender reasonably determines are sufficient to establish compliance with the terms and conditions of this Agreement, including, without limitation, a certified rent roll in form satisfactory to Lender, copies of leases for all Affordable Housing Units, and a certification by Grantor that, to the best of its knowledge, Grantor is in compliance with the restrictions contained herein. Grantor further covenants and agrees promptly to notify Lender if Grantor discovers noncompliance with any restrictions hereunder.

8. Enforcement. Upon violation of any of the provisions of this Agreement, Lender may apply to any court, state or federal, for specific performance of this Agreement or an injunction against any violation of this Agreement, or for such other relief as may be appropriate, since the injury to Lender arising from the default under any of the terms of this Agreement would be irreparable and the amount of damages cannot be ascertained and/or compensated by money alone. Grantor agrees to pay all costs and expenses incurred by Lender in the enforcement of Lender’s rights under this Agreement, including reasonable attorneys’ fees and costs

(including the time of any in-house counsel of Lender charged at the same rate as comparable outside attorneys).

9. Notices. All notices, demands, and other communications made hereunder shall be in writing and given by hand; by Federal Express, U.S. Express Mail, or any other nationally recognized overnight delivery service; by facsimile (provided a copy is also sent via first class mail); or by certified first class mail, return receipt requested, postage prepaid; and addressed to the intended recipient's address as specified above. Each of the foregoing addresses may be changed upon fifteen (15) days' prior written notice given by any of the foregoing prescribed methods. All notices shall be deemed to have been given, delivered, and received on the earlier of (i) actual receipt; or (ii) the tender of delivery by one of the above prescribed methods during normal business hours at the specified address.

10. Severability. 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 Agreement invalid, illegal, unenforceable or not entitled to be recorded, registered, or filed under applicable law. If any provision or part hereof shall be determined to be invalid, illegal or unenforceable, this Agreement shall be construed as if such invalid, illegal or unenforceable provision or part thereof has not been contained herein.

11. Governing Law. This Agreement shall be governed by the laws of The Commonwealth of Massachusetts.

12. Recording. Grantor, at its cost and expense, shall cause this Agreement to be duly recorded with the Middlesex South Registry of Deeds, and 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 Lender to enforce this Agreement.

[Signature Page to Follow]

This Affordable Housing Restriction is executed and delivered as a sealed instrument under Massachusetts law as of the date first written above.

GRANTOR:

BEDFORD VILLAGE PRESERVATION
ASSOCIATES LIMITED PARTNERSHIP a
Massachusetts limited partnership

By: POAH Bedford Village LLC, its general partner

By: Preservation of Affordable Housing,
Inc., its managing member

By: *Aaron Gornstein*
Name: **Aaron Gornstein**
Title: **President**
and Chief Executive Officer

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss

On this 11th day of June, 2018, before me, the undersigned notary public, personally appeared Aaron Gornstein, President of Preservation of Affordable Housing, Inc., which is the managing member of POAH Bedford Village LLC, which is the general partner of Bedford Village Preservation Associates Limited Partnership, proved to me through satisfactory evidence of identification, which was personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as President of Preservation of Affordable Housing, Inc.

Stephanie Kay Wood
Notary Public
My commission expires 6/19/2020



STEPHANIE KAY WOOD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 19, 2020

EXHIBIT A

Property Description

Bedford Village

The land with the buildings and improvements situated thereon, on Dunster Road in Bedford, Massachusetts shown on A Compiled Plan of Land in Bedford, Mass. dated Jan. 24, 1974 by Albert A. Miller and Wilbur C. Nylander, Civil Eng'rs & Surveyors recorded with said Registry as Plan No. 892 at the end of Record Book 12680, containing, according to said plan, 10.38 acres more or less, and being bounded and described as follows:

Northeasterly and Northerly by Dunster Road, by two courses measuring 269.11 feet and 480.89 feet;

Easterly by land now or formerly of Donovan 147.00 feet more or less;

Southerly by land now or formerly of McKenna 102.33 feet; Easterly by land now or formerly of McKenna, Tortino and Kaiser 345.00 feet;

Southeasterly and Southerly by seven courses measuring from east to west 225.00 feet more or less, 291.00 feet more or less, 169.00 feet more or less, 257.00 feet more or less, 11.00 feet more or less, 340.23 feet more or less, and 59.40 feet;

Westerly by land of the Town of Bedford by two courses measuring 146.22 feet and 97.09 feet;

And

Northerly again by land now or formerly of McGann and of Maynide, Inc. by three courses measuring 17.00 feet, 501.00 feet more or less and 214.00 feet more or less.