

PARTIES

3. Plaintiff, the Boston Redevelopment Authority doing business as the Boston Planning and Development Agency (“BRA”), is a public body politic and corporate organized and existing under the laws of the Commonwealth of Massachusetts with a principal office at Boston City Hall, Boston, Suffolk County, Massachusetts.
4. Defendant Income Source LLC is a domestic limited liability company with a principal office located at 839 Albany Street, Boston, Suffolk County, Massachusetts (“Defendant Income Source”).
5. Defendant Patrick W. Cibotti was a manager of Defendant Income Source. Mr. Cibotti’s last known business address is 839 Albany Street, Boston, Suffolk County, Massachusetts.
6. Defendant Eighty Five Willow Court, LLC is a domestic limited liability company with a principal office located at 17 Mill Run Road, Boxford, Essex County, Massachusetts.
7. Defendant Box Capital, Inc. is a domestic corporation with its principal place of business at 17 Mill Run Road, Boxford, Essex County, Massachusetts. Defendant Box Capital, Inc. was a manager of Defendant Eighty Five Willow Court, LLC.
8. Defendant Jason Kahan was a manager of Defendant Eighty Five Willow Court, LLC and is currently the president of Defendant Box Capital, Inc. Defendant Kahan’s business address is 17 Mill Run Road, Boxford, Essex County, Massachusetts.
9. Defendant Albert Casiello was a manager of Eighty Five Willow Court, LLC. Mr. Casiello’s last known business address is 246 Newbury Street, Peabody, Massachusetts.

FACTS

10. The property at issue is 85-93 Willow Court, Dorchester, Massachusetts. (“Premises”). The Premises consist of a five-story residential building, approximately 23,496 square feet, containing fourteen (14) condominium units, two (2) of which are designated as affordable with price and income restrictions set forth in the Affordable Housing Agreement. (“Project”).
11. On February 16, 2016, Defendant Patrick W. Cibotti as Developer of the Project filed a Small Project Review application with the BRA pursuant to Article 80E of the Boston Zoning Code.
12. The Premises are subject to the City of Boston’s Inclusionary Development Policy (“IDP”). The IDP requires an affordable housing contribution from certain developments in the City of Boston.
13. In the City of Boston, there is a significant shortage of housing that is affordable to low- and moderate-income individuals and families. For this reason, the creation and preservation of affordable housing is of utmost importance to the City, its leadership, and BRA, which is charged with administering the IDP in conjunction with the Mayor’s Office of Fair Housing and Equity.
13. The Premises are located within Zone C, as defined by the IDP. The IDP requires that 13% of the total number of units within the development of the Premises be designated as IDP units.
14. On April 16, 2016, the BRA Board approved Defendant Cibotti’s application for the Project at its Board meeting, a material condition of which was Defendant Cibotti’s and

Defendant Income Source's obligation to provide Affordable Housing Units in compliance with the IDP. Exhibit 1, Memorandum Dated April 14, 2016.

15. Specifically, the BRA Board approved the following proposed sizes, location, and sale prices for the Affordable Housing Units in compliance with the IDP as follows:

<u>Number of Bedrooms</u>	<u>Square Footage</u>	<u>Unit Number and Location</u>	<u>Percentage of Median Income</u>	<u>Sales Price</u>
3 Bedrooms	1,541	Unit 3, 2nd Floor	100% of AMI	\$299,700
2 Bedrooms	1,434	Unit 8, 3rd Floor	80% of AMI	\$203,600

Exhibit 1, Memorandum Dated April 16, 2016.

16. In November 2016 Defendant Cibotti executed, as manager of Defendant Income Source, an Affordable Housing Agreement. Exhibit 2, Affordable Housing Agreement with Exhibits A – G (“Agreement”). The Agreement reflected the unit identification as approved by the BRA Board with the two-bedroom Unit 8 being set forth as restricted to households earning not more than 80% of the Area Median Income (“AMI”) and with the three-bedroom Unit 3 being set forth as restricted to households earning 80% to 100% of the AMI as based upon guidelines promulgated by the United States Department of Housing and Urban Development (the “IDP Units”).
17. The Agreement details the restrictions Defendant Cibotti, as manager of Defendant Income Source, agreed to comply with as the owner of the Premises, including the initial sale prices of the IDP Units. Exhibit 2, Agreement at ¶¶2, 3, 4.
18. The Agreement requires that the Developer include in the deeds transferring title to the Affordable Housing Units a deed restriction creating an affordable housing covenant running with the Premises for a period of thirty years, with an additional BRA extension

- option of twenty years (the “Covenant for Affordable Housing”). Exhibit 2, Agreement at ¶2(g)
19. The Agreement prohibits the Developer from assigning or transferring its rights without the prior written consent of BRA. Exhibit 2, Agreement at ¶6.
 20. The Agreement states that its provisions are binding upon, and shall inure to the benefit of, the successors and assigns of the Developer. Exhibit 2, Agreement at ¶7
 21. The Agreement requires the Developer to submit a draft of the Master Deed and other documents required to create a condominium to the BRA for its approval in order to ensure that the beneficial interests assigned to the Affordable Housing Units reflect the below market value of the IDP Units. Exhibit 2, Agreement ¶ 2(b).
 22. The Agreement requires the Developer to market the Affordable Housing Units pursuant to a BRA approved marketing plan, which marketing plan also sets forth the initial sales prices for the Affordable Housing Units. Exhibit 2, Agreement at ¶2(c).
 23. In the event of any sale or other transfer or conveyance of the Premises in violation of the provisions of the Agreement, BRA is entitled to seek money damages for charges in excess of the maximum resale price and money damages for the cost of creating or obtaining other comparable dwelling units to fulfill the need for affordable housing by moderate income to upper middle-income households. Exhibit 2, Covenant for Affordable Housing, ¶¶20(d) and (e).
 24. On June 1, 2017, Defendant Income Source conveyed the Premises to Defendant Eighty Five Willow Court, LLC. Exhibit 3, Deed recorded with Suffolk County Registry of Deeds, Book 58020 Page 47.

25. The sale of the Premises by Defendant Income Source was in violation of the Agreement because it was effectuated without notice to, or consent of, BRA. Exhibit 2, Agreement at ¶6.
26. Between April 2019 and October 2020 Defendant Eighty Five Willow Court, LLC sold each of the condominium units at the Premises, including the IDP Units.
27. On March 24, 2020, Defendant Eighty Five Willow Court, LLC sold Unit 304 for \$799,000.00. Exhibit 4, Deed recorded with Suffolk County Registry of Deeds, Book 62726 Page 74.
28. Upon information and belief, Unit 304 was intended to be the same unit designated as Unit 3 in the Agreement. The unapproved Master Deed of the Eighty Five Willow Court Condominium dated April 3, 2019 and recorded at the Suffolk County Registry of Deeds in Book 60955, Page 185 (the “Master Deed”) sets forth a reduced percentage interest for the three-bedroom unit listed as Unit 304. Exhibit 5. Unit 304 should have been sold at the BRA maximum sales price for 100% of AMI units for the year it was advertised pursuant to a marketing plan. The Affordable Housing Units were not marketed pursuant to an approved marketing plan, but if Unit 304 had been marketed properly the sales price would have been \$327,900.00.
29. On October 1, 2020, Defendant Eighty Five Willow Court, LLC sold Unit 203 for \$690,000.00 pursuant to a Deed recorded with Suffolk County Registry of Deeds, Book 63881 Page 115. Exhibit 6.
30. Upon information and belief, Unit 203 was intended to be the same unit designated as Unit 8 in the Agreement. The unapproved Master Deed sets forth a reduced percentage

interest for the two-bedroom unit listed as Unit 203. Unit 203 should have been sold at the BRA maximum sales prices for 80% of AMI units for the year it was advertised pursuant to a marketing plan. The Affordable Housing Units were not marketed pursuant to an approved marketing plan, but if Unit 203 had been marketed properly the sales price would have been \$221,900.00.

31. Prior to the sales of the Affordable Housing Units in violation of the Agreement, BRA and the City of Boston had notified Defendant Jason Kahan and Defendant Albert Casiello in early 2020 that Defendant Eighty Five Willow Court, LLC was out of compliance with the Agreement.
32. Defendant Jason Kahan acknowledged the Agreement in email correspondence with the BRA Director of Compliance on March 8, 2020. Despite this acknowledgement, Unit 304 was sold at market rate and without the Covenant for Affordable Housing attached to the deed on March 24, 2020.
33. In May 2020 and June 2020 Defendant Jason Kahan had four substantive discussions with the BRA about ways to address the undelivered Affordable Housing Units.
34. Defendant Jason Kahan had no further substantive contact with the BRA after June 2020. Unit 203 was sold at market rate and without the Covenant for Affordable Housing attached to the deed on was sold October 1, 2020.
35. All of the individual defendants, as managers of the LLCs, had actual knowledge of the of the Agreement.
36. All of the individual defendants, as managers of the LLCs, participated in and have benefitted from the violations of the Agreement.

37. Defendant Box Capital, Inc., as a manager of Defendant Eighty Five Willow Court, LLC, participated in and benefitted from the violations of the Agreement.

COUNT I
Breach of Contract

38. BRA realleges paragraphs 1 through 37 above as if fully set forth herein.

39. Defendants agreed to encumber the Premises with an affordable housing covenant for a period of thirty years by entering into the Agreement or purchasing the Premises subject to the Agreement.

40. Defendants received valuable consideration for entering into the Agreement, primarily BRA's approval required for its Project.

41. Defendants have breached the Agreement by failing to, among other things:

- a. seek BRA pre-approval of conveyances of the Premises;
- b. seek BRA pre-approval of conveyances of the Affordable Housing Units;
- c. convey the Affordable Housing Units for an amount in compliance with the Maximum Sale Price; and
- c. include a Deed Restriction in the deeds transferring title to the Affordable Housing Units.

42. The public is harmed by Defendants' breach of their obligation under the Agreement to provide affordable housing in the City of Boston.

COUNT II
Accounting

43. BRA realleges paragraphs 1 through 42 above as if fully set forth herein.

44. Defendants have violated the Agreement by selling the Premises and the two Affordable

Housing Units without BRA's prior written approval and in excess of the Maximum Sale Prices.

45. BRA is entitled to an accounting of the profits Defendants have collected in violation of the Agreement.

COUNT III
Enforcement of Affordable Housing Restriction
M.G.L. ch. 184 § 32

46. BRA realleges paragraphs 1 through 45 above as if fully set forth herein.
47. The Affordable Housing Agreement is an affordable housing covenant enforceable under M.G.L. ch. 184 § 32.
48. Defendant Cibotti signed the Affordable Housing Agreement and therefore had actual knowledge that the Affordable Housing Units were subject to the affordable housing covenant.
49. Defendant Kahan had actual knowledge the Affordable Housing Units were subject to the affordable housing covenant.
50. The affordable housing covenant has not been released and continues to be effective through November 2046.
51. Pursuant to M.G.L. ch. 184 § 32 this affordable housing covenant may be enforced by injunction.
52. Further, pursuant to M.G.L. ch. 184 § 32: "If the court in any judicial enforcement proceeding . . . finds there has been a violation of the restriction then, in addition to any other relief ordered, the petitioner bringing the action or proceeding may be awarded reasonable attorneys' fees and costs incurred."

COUNT IV
Violation of M.G.L. c. 93A, § 11

53. BRA realleges paragraphs 1 through 52 above as if fully set forth herein.
54. Defendants, as owners and developers of real property, are engaged in trade or commerce for the purposes of the Massachusetts Consumer Protection Law.
55. Defendants acknowledged and were bound by the enforceable housing covenant.
56. Defendants willfully breached the enforceable housing covenant by failing to, among other things:
 - a. seek BRA pre-approval of conveyances of the Premises;
 - b. seek BRA pre-approval of conveyances of the Affordable Housing Units;
 - c. convey the Affordable Housing Units for an amount in compliance with the Maximum Sale Price; and
 - d. include in the deeds transferring title to the affordable units a Deed Restriction.
57. As a result of the willful breach of the affordable housing covenant, Defendants have retained unbargained-for benefits – namely, excessive profits – from the conveyances of the Affordable Housing Units at market rates.
58. The public is harmed by Defendants’ breach to provide affordable housing in the City of Boston.

COUNT V
Unjust Enrichment

59. BRA realleges paragraphs 1 through 58 above as if fully set forth herein.
60. BRA approved Defendant Cibotti’s application for the Project at its Board meeting, a material condition of which was Defendant Cibotti’s and Defendant Income Source’s

obligation to provide Affordable Housing Units in compliance with the IDP.

61. All of the individual defendants, as managers of the LLCs, had actual knowledge of the Agreement.
62. Defendants have been unjustly enriched by the failures to comply with the Agreement and generate profit from what should have been a public benefit.

COUNT VI
Piercing the Corporate Veil
(Declaratory Judgment)

63. BRA realleges paragraphs 1 through 62 above as if fully set forth herein.
64. The individual defendants, as managers of the LLCs, have exercised pervasive control over the activities of each corporation and engaged in numerous real estate dealings in which obligations are intermingled.
65. The conduct of the individual defendants, as managers of the LLCs, has resulted in fraudulent and injurious consequences to BRA and the public, by generating private profit from units that were designated as affordable housing to benefit middle income families.
66. The Court should look beyond the corporate form of the defendant LLCs and issue flexible injunctive relief to defeat the fraud which Defendants have perpetrated on BRA.

WHEREFORE, Plaintiff Boston Redevelopment Authority demands judgment in its favor against Defendant and prays that this Court:

- a. Enter a declaratory judgment that Defendants violated the Affordable Housing Agreement.

- b. Enter an Order requiring Defendants to specifically perform and comply with the Affordable Housing Agreement.
- c. Order disgorgement of all rents, profits, or proceeds Defendants have collected by selling the Affordable Housing Units in excess of the Maximum Resale Price;
- d. Award monetary damages to BRA, including triple damages for Defendants' willful violations of M.G.L. ch. 93A and BRA's attorneys' fees;
- e. Award BRA its costs and reasonable attorneys' fees in pursuing this action, as specified in the Agreement and by statute.
- f. Grant such other and further relief as this Court deems just and necessary.

Respectfully submitted

Boston Redevelopment Authority
By their attorneys,

/s/ Denise A. Chicoine

Date: November 24, 2021

Denise A. Chicoine, BBO # 564152
dchicoine@ec-attorneys.com
Edward S. Englander, BBO # 154540
eenglander@ec-attorneys.com
ENGLANDER & CHICOINE P.C.
One Boston Place, 26th Floor
Boston, MA 02108
617-723-7440

EXHIBIT 1

MEMORANDUM

APRIL 14, 2016

TO: BOSTON REDEVELOPMENT AUTHORITY AND
BRIAN P. GOLDEN, DIRECTOR

FROM: JONATHAN GREELEY, DIRECTOR OF DEVELOPMENT REVIEW
JOHN CAMPBELL, PROJECT MANAGER
MICHAEL CANNIZZO, SENIOR ARCHITECT
MATTHEW MARTIN, URBAN DESIGNER II

SUBJECT: 85-93 WILLOW COURT, DORCHESTER

SUMMARY: This Memorandum requests that the Boston Redevelopment Authority ("BRA") authorize the Director to: (1) issue a Certification of Approval for the proposed development located at 85-93 Willow Court in Dorchester (the "Proposed Project"), in accordance with Article 80E, Small Project Review of the Boston Zoning Code (the "Code"); (2) enter into an Affordable Housing Agreement in connection with the Proposed Project, and take any other action and execute any other agreements and documents that the Director deems appropriate and necessary in connection with the Proposed Project; and (3) recommend approval to the City of Boston Zoning Board of Appeal on Petition BOA-571223 for zoning relief necessary to construct the Proposed Project.

PROJECT SITE

The Proposed Project is located at 85-93 Willow Court in Dorchester bordered between Willow Court, Allstate Road and Baker Court (the "Project Site"). The Project Site consists of four (4) parcels that combined equal approximately 9,166 square feet of land. There are three (3) existing structures; one (1) two-story house and two (2) single-story buildings with no architectural significance that will be razed.

The Project Site is also located one block south of the South Bay shopping center and one block east of Massachusetts Avenue and is accessible to multiple MBTA bus lines.

DEVELOPMENT TEAM

Proponent: Patrick Cibotti
Architect: Chris Drew, RCA, LLC
Legal Counsel: George Morancy, Adams & Morancy Law Firm

PROPOSED PROJECT

Patrick Cibotti (the "Developer") proposes to construct a five-story, residential building totaling approximately 23,496 square feet. The building will contain fourteen (14) condominium units including two (2) Inclusionary Development Policy Units ("IDP Units"). In addition, there will be twenty-one (21) on-site/off-street garage parking spaces at-grade with vehicular access via Baker Court. Bicycle storage and a trash/recycling room will be located within the basement level of the building (the "Proposed Project").

As currently proposed, the fourteen (14) condominium units will consist of twelve (12) market rate units and two (2) IDP units. There will be a mix of seven (7) two-bedroom units and seven (7) three-bedroom units.

The Developer plans to commence construction of the Proposed Project in 2016. There are an estimated 30+/- construction jobs contributing to the Proposed Project and the total development cost is approximately \$4,200,000.

PUBLIC PROCESS

On February 16, 2016, the Developer filed a Small Project Review application with the BRA for the Proposed Project, pursuant to Article 80E of the Boston Zoning Code. The BRA sponsored public meeting was held on March 16, 2016 at the Carpenter's Center located at 750 Dorchester Avenue, Dorchester. The meeting was advertised in *The Dorchester Reporter* newspaper on March 3, 2016. The BRA comment period concluded on March 30, 2016.

ZONING

The Project Site is situated within a CC (Community Commercial) zoning sub-district of the Dorchester Neighborhood Zoning District, Article 65 of the Boston Zoning Code. The Proposed Project will require zoning relief from the following: Conditional Use, Excessive Floor Area Ratio, Rear Yard Insufficient, Excessive Building Height, and Insufficient Usable Open Space.

INCLUSIONARY DEVELOPMENT COMMITMENT

The Proposed Project is subject to the Inclusionary Development Policy, dated December 10, 2015 ("IDP"), and is located within Zone C, as defined by the IDP. The IDP requires that 13% of the total number of units within the development be designated as IDP units. In this case, two (2) units within the Proposed Project will be created as IDP rental units (the "IDP Units"), made affordable to households earning

not more than 100% of the Area Median Income ("AMI") as based upon the United States Department of Housing and Urban Development ("HUD").

As the Residential Project at 85-93 Willow Court will provide fourteen (14) new homeownership units, two (2) units within the Proposed Project will be created as IDP homeownership units (the "IDP Units"), of which one (1) will be made affordable to households earning not more than 80% of the Area Median Income ("AMI"), as based upon the United States Department of Housing and Urban Development ("HUD"), and one (1) will be made affordable to households earning greater than 80% of AMI but not more than 100% of AMI.

The proposed sizes, location and sale prices for the IDP Units are as follows:

Number of Bedrooms	Square Footage	Unit Number and Location	Percentage of Median Income	Sales Price
3 Bedrooms	1,541	Unit 3, 2nd Floor	100% of AMI	\$299,700
2 Bedrooms	1,434	Unit 8, 3rd Floor	80% of AMI	\$203,600

The location of the IDP Units will be finalized in conjunction with BRA staff and outlined in the Affordable Housing Agreement ("AHA"), and sales prices and income limits will be adjusted according to BRA published maximum sales prices and income limits, as based on HUD AMIs, available at the time of the initial sale of the IDP Units. IDP Units must be comparable in size, design, and quality to the market rate units in the Proposed Project, cannot be stacked or concentrated on the same floors, and must be consistent in bedroom count with the entire Proposed Project.

The Developer will enter into an Affordable Housing Agreement ("AHA") with the BRA for the IDP Units. The AHA must be executed along with, or prior to, issuance of a Certification of Approval. The Developer will submit an Affirmative Marketing Plan (the "Plan") to the Boston Fair Housing Commission and the BRA, which shall be approved along with the execution of the AHA. Preference for the Affordable units will be given to applicants who meet the following criteria, weighted in the order below:

- (1) Boston resident;
- (2) Household size (a minimum of one (1) person per bedroom); and
- (3) First-Time Homebuyer.

The IDP Units will not be marketed prior to the submission and approval of the Plan. A deed restriction will be placed on the IDP Units to maintain affordability for a total period of fifty (50) years (this includes thirty (30) years with a BRA option to extend for an additional period of twenty (20) years). The household income of the buyer and sales price of any subsequent sale of the IDP Units during this fifty (50) year period must fall within the applicable income and sales price limits for each IDP Unit. IDP

Units may not be rented out by the developer prior to sale to an income eligible buyer, and the BRA or its successors or assigns will monitor the ongoing affordability of the IDP Units.

There is no contribution required to the IDP Special Revenue Fund ("IDP Fund"). As such, the two (2) designated IDP Units satisfy fully the IDP requirements pursuant to the December 10, 2015 IDP.

RECOMMENDATIONS

The Proposed Project complies with the requirements set forth in Section 80E of the Code for Small Project Review. Therefore, BRA staff recommends that the Director be authorized to: (1) issue a Certification of Approval for the Proposed Project located 85-93 Willow Court in Dorchester; (2) enter into an Affordable Housing Agreement and take any other action and execute any other agreements and documents that the Director deems appropriate and necessary in connection with the Proposed Project; and (3) recommend approval to the Boston Zoning Board of Appeal on Petition BOA-571223 for zoning relief necessary to construct the Proposed Project.

Appropriate votes follow:

VOTED: That the Director be, and hereby is, authorized to issue a Certification of Approval pursuant to Section 80E-6 of the Boston Zoning Code (the "Code"), approving the development consisting of a five-story residential building containing 14 residential condominium units and 21 parking spaces at 85-93 Willow Court in Dorchester (the "Proposed Project") in accordance with the requirements of Small Project Review, Article 80E, of the Code, subject to continuing design review by the Boston Redevelopment Authority; and

FURTHER

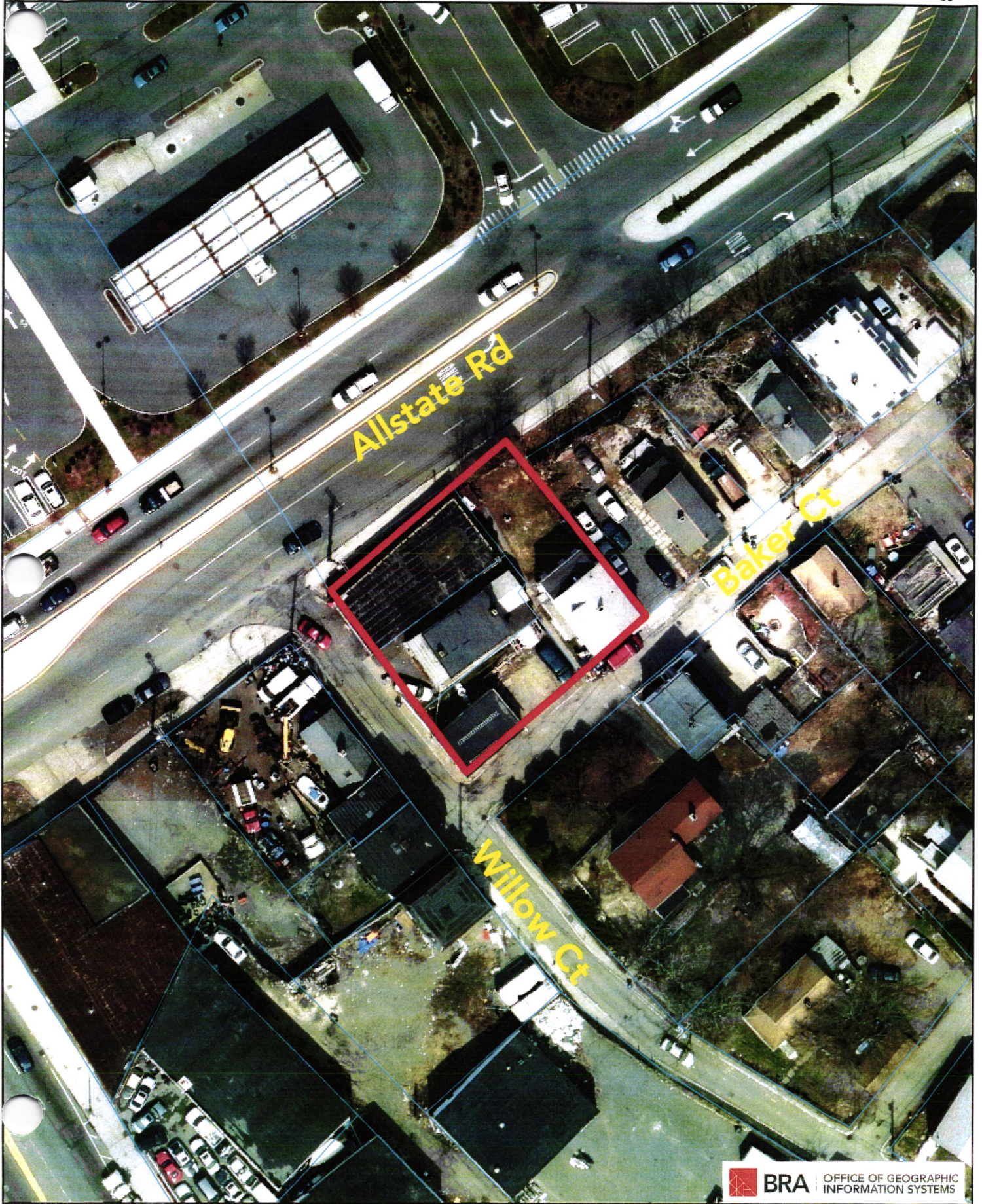
VOTED: That the Director be, and hereby is, authorized to execute an Affordable Housing Agreement for the creation of two (2) on-site IDP Units, and execute any other agreements and documents that the Director deems appropriate and necessary in connection with the Proposed Project; and

FURTHER

VOTED: In reference to Petition BOA-571223, 85-93 Willow Court in Dorchester, for the following: Conditional Use, Excessive Floor Area Ratio, Rear Yard Insufficient, Excessive Building Height, Insufficient Usable Open Space, the Boston Redevelopment Authority recommends APPROVAL WITH PROVISIO: that plans are submitted to the Authority for design review approval.

85-93 Willow Court, Dorchester

2011 Aerial
1 inch = 50 feet
0 25 50 Feet



85-93 Willow Court, Dorchester

1 inch = 50 feet
0 25 50 Feet

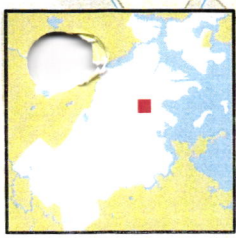
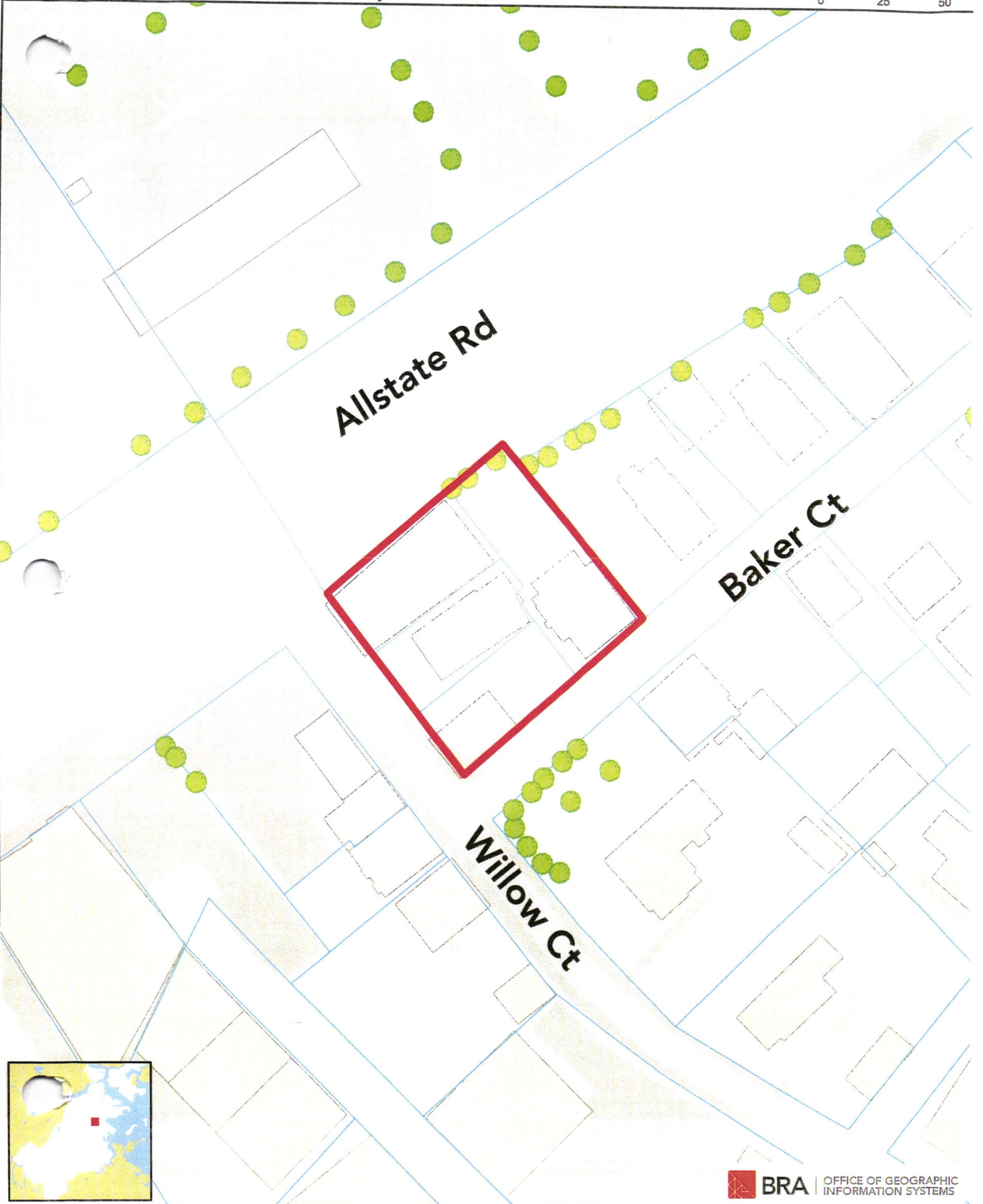


EXHIBIT 2

**85-93 WILLOW COURT PROJECT
85-93 WILLOW COURT
DORCHESTER, MASSACHUSETTS
AFFORDABLE HOUSING AGREEMENT**

This Affordable Housing Agreement (“Agreement”) is entered into this ___ day of November, 2016, by and between the **BOSTON REDEVELOPMENT AUTHORITY d/b/a BOSTON PLANNING & DEVELOPMENT AGENCY**, a public body politic and corporate organized and existing under Chapter 121B of the Massachusetts General Laws, as amended, with a principal place of business of One City Hall Square, Boston, Massachusetts 02201-1007 (hereinafter referred to as the “Authority”) and **INCOME SOURCE, LLC**, a Massachusetts limited liability company, having an address of 839 Albany Street, Boston, Massachusetts 02119, together with its successors and assigns (hereinafter referred to as the “Developer”).

WITNESSETH

WHEREAS, affordable housing opportunities for moderate to middle income households in the City of Boston are limited; and

WHEREAS, the City of Boston desires to increase affordable housing opportunities in mixed income residential developments; and

WHEREAS, the Mayor of the City of Boston has adopted An Order Relative to Affordable Housing dated February 29, 2000, as amended by An Order Relative to the Affordable Housing Cost Factor dated February 3, 2005, as further amended by An Order Relative to the Inclusionary Development Policy dated May 16, 2006, as further amended by An Order Relative to the Inclusionary Development Policy’s Income Policy dated September 27, 2007 (collectively, the “**Executive Order**”) and the Authority has adopted an Inclusionary Development Policy- Guidance for Developers (“**IDP**”), approved by the Authority on June 22, 2010, as further amended by the Executive Order of Mayor Martin J. Walsh dated December 9, 2015, “An Order Relative to Inclusionary Development pursuant to which proponents of certain development projects within the City of Boston are required to make contributions towards the preservation and creation of affordable housing in the City of Boston; and

WHEREAS, the Developer is undertaking the construction of a five (5) story residential building of approximately 23,496 square feet containing fourteen (14) condominium units, two (2) of which are affordable, twenty-one (21) on-site/off- street parking spaces and bicycle storage and trash recycling room on the basement level of the building.

WHEREAS, the Authority approved the Project at its Board meeting on April 14, 2016 (The Board memo and votes are attached hereto as **Exhibit A** "Board Memo"), a material condition of which was the Developer's obligation to provide the Affordable Units when the Project is complete; and

NOW, THEREFORE, the parties, for valuable consideration, including the mutual covenants contained herein, do mutually agree as follows:

Section 1. Definitions

The terms defined in this Section shall for all purposes of this Agreement have the following respective meanings:

- (a) "Affidavit of Eligibility" shall mean a certification as to income executed by a prospective purchaser of an Affordable Unit within the Project, a copy of the same is annexed hereto as **Exhibit D**.
- (b) "Affordable Units" shall mean those residential homeownership units in the Project identified and described in **Exhibit C**.
- (c) "Agreement" shall mean this Affordable Housing Agreement.
- (d) "Authority" shall mean the Boston Redevelopment Authority d/b/a Boston Planning & Development Agency, a public body politic and corporate organized and existing under Chapter 121B of the Massachusetts General Laws, as amended, and acting in its capacity as the Planning Board of the City of Boston pursuant to Chapter 652 of the Acts of 1960, as amended, with offices at One City Hall Plaza, Boston, Massachusetts, 02201-1007, together with its successors and assigns; the Authority is also referred to as the Grantee.
- (e) "Covenant for Affordable Housing" shall mean the Deed Restrictions attached hereto as Exhibits B and B-1, which the Developer shall attach and incorporate as deed riders onto the deeds conveying the Affordable Units to purchasers of such Affordable Units, as required by Section 2(g) hereof.
- (f) "Effective Date" shall mean the date this Agreement is executed by all parties hereto.
- (g) "Household" shall mean all persons who reside or intend to reside together in an Affordable Unit.
- (h) "HUD" shall mean the United States Department of Housing and Urban Development.

(i) "Median Income" shall mean the median household income set forth in or calculated pursuant to regulations promulgated by the United States Department of Housing and Urban Development ("HUD"), pursuant to Section 8 of the Housing Act of 1937, as amended by the Housing and Community Development Act of 1974. If HUD discontinues publication of median income statistics, then the Authority shall designate another measure of Household income.

(j) "Middle-Income" shall mean a Household that has an income that is less than or equal to one hundred percent (100%), but greater than eighty percent (80%), of the Median Income and meets the Authority's eligibility requirements.

(k) "Moderate-Income" shall mean a Household that has an income that is less than or equal to eighty percent (80%) of the Median Income and meets the Authority's eligibility requirements.

(l) "Project" shall mean the construction of a five (5) story residential building approximately 23,496 square feet containing fourteen (14) condominium units, two (2) of which are affordable, twenty-one (21) on-site/off- street parking spaces and bicycle storage and trash recycling room on the basement level of the building.

(m) "Term of Agreement" shall mean the period of time from the Effective Date hereof to the date of the submission to the Authority of the records as required by Section 4 of this Agreement for the Affordable Units.

Any term defined in the recitations to this Agreement shall have the meaning ascribed to it in such recitations.

Section 2. Developer's Obligations

The Developer hereby covenants and agrees with the Authority that during the Term of this Agreement:

(a) The Developer shall construct the Project in accordance with the Board Memo and votes and convey the Affordable Units in accordance with this Agreement and the description of Affordable Units in **Exhibit C**. The Developer shall market and sell the Affordable Units as provided herein as soon as practicable upon the issuance of a Certificate of Occupancy by the City of Boston Inspectional Services Department for the Project. The Affordable Units shall be comparable in design, exterior appearance, construction and quality of exterior materials to the market rate units in the Project. No parking spaces will be sold with the Affordable Units.

(b) The Developer shall submit to the Authority for its approval the Master Deed and other documents required to create a condominium under Chapter 183A of the Massachusetts General Laws. The Authority shall have the right to disapprove any such documents that do not attribute the beneficial interests among the market rate and Affordable Units in the Project with due consideration for the effect of the “Deed Rider – Covenant for Affordable Housing”, attached hereto as **Exhibit B** and **Exhibit B-1**, as applicable, on the “fair value” of the Affordable Unit. The Authority expects the beneficial interest assigned to Affordable Units to reflect the below-market value of the Affordable Unit. The Developer covenants and agrees to provide such back-up documentation as the Authority may reasonably request in order to complete its determination.

(c) The Developer shall develop a marketing and buyer selection plan for the Affordable Units in consultation with the Boston Fair Housing Commission (“BFHC”) and shall secure the BFHC’s approval and the Authority’s approval of such plan prior to the commencement of the marketing of the Affordable Units. The Developer shall market the Affordable Units, prior to, or upon completion of construction of the Project, in accordance with the approved Marketing Plan, and the Authority shall have the right to monitor and to intervene in the marketing of the Affordable Units, if the Authority deems it necessary. A default in the execution of the Marketing Plan shall be considered a default under this Agreement.

(d) Under the Marketing Plan, the Developer shall give preference in the sale of each Affordable Unit to the following types of Households, in the following order: (1) households residing in Boston at the time of their application for eligibility; (2) households meeting an occupancy goal of not less than one person per bedroom, or such occupancy requirements and/or household size standards of the Authority that are in effect at the time of the marketing of each Affordable Unit; and (3) households that qualify as first-time homebuyers.

(e) The Developer shall require each potential purchaser of an Affordable Unit in the Project to submit to the Authority prior to the initial purchase of such unit, a completed Affidavit of Eligibility in the form attached hereto as **Exhibit D** and incorporated herein, along with the appropriate supportive documentation acceptable to the Authority and a signed Disclosure Statement attached hereto as **Exhibit E**, and the Authority shall confirm that a purchaser is an eligible household immediately prior to the closing of the sale of an Affordable Unit.

(f) Contemporaneously with the initial sale of each Affordable Unit, the Developer shall require the purchasers of each Affordable Unit to execute and deliver to the Authority a promissory note and mortgage in connection with the applicable Affordable Unit in the form attached hereto and incorporated herein as **Exhibits F** and **G**, respectively, and the Developer shall require the purchasers of the Affordable Units to record said mortgage with the Suffolk County Registry of Deeds and the Suffolk County Registry District of the Land Court, as appropriate.

(g) The Developer shall include in the deeds transferring title to the Affordable Units a Deed Restriction in the form attached to this Agreement as **Exhibit B** or **Exhibit B-1**, as applicable.

Section 3. Construction Schedule

The Developer shall complete construction of the Project by approximately December 1, 2017. Upon completion of construction of the Project, the Developer shall implement the provisions of this Agreement.

Section 4. Records

The Developer shall submit a copy of the recorded unit deed with deed rider (Exhibit B or Exhibit B-1, as applicable) and recorded mortgage (Exhibit G) and, a copy of the Disclosure Statement (Exhibit E), and the original of the Note (Exhibit F) in connection with the initial sale of each Affordable Unit to the Authority within thirty (30) days of the sale of the respective Affordable Unit.

Section 5. Access to the Project

The Developer agrees that any duly authorized representative of the Authority shall, at all reasonable times and subject to the rights of the purchasers of the condominium units, have access to any portion of the Project until the initial sale of the last of the Affordable Units in the Project. Such representatives shall comply with all safety and site control requirements imposed by the contractor and the Developer for the Project.

Section 6. Assignment

The Developer shall not assign or in any way transfer its interest or rights in this Agreement without the prior written consent of the Authority.

Section 7. Successors and Assigns

The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Developer. Notwithstanding anything contained in this Agreement to the contrary, the condominium association and the owners of the individual condominium units shall not be deemed successors or assigns of the Developer for purposes of the construction of the Agreement.

Section 8. Notices

All notices or other communication required or permitted to be given under this Agreement shall be in writing, signed by a duly authorized officer of the Developer, or of the Authority, and shall be deemed delivered if mailed, postage prepaid, by registered or certified mail, return receipt requested, or delivered by hand to the principal office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other party:

If to Grantor: Income Source, LLC
839 Albany Street
Boston, MA 02119
Attn.: Patrick W. Cibotti

with a copy to: Adams & Morancy
350 West Broadway #1
Boston, MA 02127
Attn.: George Morancy, Esq.

If to Grantee: Boston Planning & Development Agency
One City Hall Square
Boston, MA 02201-1007
Attn.: Director

with a copy to: Boston Planning & Development Agency
One City Hall Square
Boston, MA 02201-1007
Attn.: General Counsel

with a copy to: Boston Planning & Development Agency
One City Hall Square
Boston, MA 02201-1007
Attn.: Deputy Director for Compliance

Section 9. Amendment

This Agreement or any part hereof, may be amended from time to time hereafter only in writing executed by the Developer and the Authority.

Section 10. Severability

Each and every covenant and agreement contained in this Agreement is and shall be construed to be a separate and independent covenant and agreement. If any term or

provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

Section 11. Execution in Counterparts

This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

Section 12. Titles and Headings

The headings of the sections, subsections and paragraphs set forth herein are for convenience of reference only and are not a part of this Agreement and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

Section 13. Governing Law and Default

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of laws. The Developer, its successor and assigns, waive any and all rights to a jury trial. In the event of a default on the part of the Developer, the Authority may exercise any and all rights it may have in law and in equity and Developer shall be responsible for all reasonable attorney's fees incurred by the Authority in the enforcement of its rights under this Agreement.

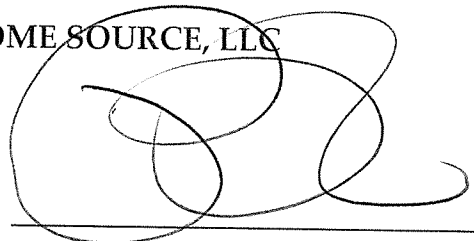
Section 14. Expiration

This Agreement shall terminate upon completion of Developer's obligations hereunder, which shall be evidenced by the submission to the Authority of the records required by Section 4 of this Agreement for the Affordable Units, approval of the Master Deed under Section 2(b) of this Agreement. The provisions contained herein shall be null and void as of the date of the termination.

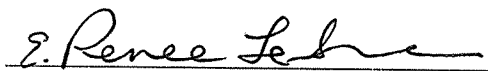
IN WITNESS WHEREOF, the parties hereto have caused this Agreement in four (4) counterparts to be signed, sealed and delivered by their respective duly authorized representatives, as of the date first written above.

**BOSTON REDEVELOPMENT AUTHORITY
D/B/A BOSOTON PLANNING &
DEVELOPMENT AGENCY**

By: 
Brian P. Golden, Director

INCOME SOURCE, LLC
By: 
Patrick W. Cibotti,
Its Manager

Approved as to Form:


E. Renee LeFevre HS
General Counsel
Boston Redevelopment Authority

Exhibits

- | | |
|-------------|--|
| Exhibit A | Board Memo |
| Exhibit B | Deed Rider – Covenant for Affordable Housing Moderate-Income |
| Exhibit B-1 | Deed Rider – Covenant for Affordable Housing Middle Income |
| Exhibit C | Description of Affordable Units |
| Exhibit D | Affidavit of Eligibility |
| Exhibit E | Disclosure Statement |
| Exhibit F | Promissory Note |
| Exhibit G | Mortgage |

MEMORANDUM

APRIL 14, 2016

TO: BOSTON REDEVELOPMENT AUTHORITY AND
BRIAN P. GOLDEN, DIRECTOR

FROM: JONATHAN GREELEY, DIRECTOR OF DEVELOPMENT REVIEW
JOHN CAMPBELL, PROJECT MANAGER
MICHAEL CANNIZZO, SENIOR ARCHITECT
MATTHEW MARTIN, URBAN DESIGNER II

SUBJECT: 85-93 WILLOW COURT, DORCHESTER

SUMMARY: This Memorandum requests that the Boston Redevelopment Authority ("BRA") authorize the Director to: (1) issue a Certification of Approval for the proposed development located at 85-93 Willow Court in Dorchester (the "Proposed Project"), in accordance with Article 80E, Small Project Review of the Boston Zoning Code (the "Code"); (2) enter into an Affordable Housing Agreement in connection with the Proposed Project, and take any other action and execute any other agreements and documents that the Director deems appropriate and necessary in connection with the Proposed Project; and (3) recommend approval to the City of Boston Zoning Board of Appeal on Petition BOA-571223 for zoning relief necessary to construct the Proposed Project.

PROJECT SITE

The Proposed Project is located at 85-93 Willow Court in Dorchester bordered between Willow Court, Allstate Road and Baker Court (the "Project Site"). The Project Site consists of four (4) parcels that combined equal approximately 9,166 square feet of land. There are three (3) existing structures; one (1) two-story house and two (2) single-story buildings with no architectural significance that will be razed.

The Project Site is also located one block south of the South Bay shopping center and one block east of Massachusetts Avenue and is accessible to multiple MBTA bus lines.

DEVELOPMENT TEAM

Proponent: Patrick Cibotti
Architect: Chris Drew, RCA, LLC
Legal Counsel: George Morancy, Adams & Morancy Law Firm

PROPOSED PROJECT

Patrick Cibotti (the "Developer") proposes to construct a five-story, residential building totaling approximately 23,496 square feet. The building will contain fourteen (14) condominium units including two (2) Inclusionary Development Policy Units ("IDP Units"). In addition, there will be twenty-one (21) on-site/off-street garage parking spaces at-grade with vehicular access via Baker Court. Bicycle storage and a trash/recycling room will be located within the basement level of the building (the "Proposed Project").

As currently proposed, the fourteen (14) condominium units will consist of twelve (12) market rate units and two (2) IDP units. There will be a mix of seven (7) two-bedroom units and seven (7) three-bedroom units.

The Developer plans to commence construction of the Proposed Project in 2016. There are an estimated 30+/- construction jobs contributing to the Proposed Project and the total development cost is approximately \$4,200,000.

PUBLIC PROCESS

On February 16, 2016, the Developer filed a Small Project Review application with the BRA for the Proposed Project, pursuant to Article 80E of the Boston Zoning Code. The BRA sponsored public meeting was held on March 16, 2016 at the Carpenter's Center located at 750 Dorchester Avenue, Dorchester. The meeting was advertised in *The Dorchester Reporter* newspaper on March 3, 2016. The BRA comment period concluded on March 30, 2016.

ZONING

The Project Site is situated within a CC (Community Commercial) zoning sub-district of the Dorchester Neighborhood Zoning District, Article 65 of the Boston Zoning Code. The Proposed Project will require zoning relief from the following: Conditional Use, Excessive Floor Area Ratio, Rear Yard Insufficient, Excessive Building Height, and Insufficient Usable Open Space.

INCLUSIONARY DEVELOPMENT COMMITMENT

The Proposed Project is subject to the Inclusionary Development Policy, dated December 10, 2015 ("IDP"), and is located within Zone C, as defined by the IDP. The IDP requires that 13% of the total number of units within the development be designated as IDP units. In this case, two (2) units within the Proposed Project will be created as IDP rental units (the "IDP Units"), made affordable to households earning

not more than 100% of the Area Median Income (“AMI”) as based upon the United States Department of Housing and Urban Development (“HUD”).

As the Residential Project at 85-93 Willow Court will provide fourteen (14) new homeownership units, two (2) units within the Proposed Project will be created as IDP homeownership units (the “IDP Units”), of which one (1) will be made affordable to households earning not more than 80% of the Area Median Income (“AMI”), as based upon the United States Department of Housing and Urban Development (“HUD”), and one (1) will be made affordable to households earning greater than 80% of AMI but not more than 100% of AMI.

The proposed sizes, location and sale prices for the IDP Units are as follows:

Number of Bedrooms	Square Footage	Unit Number and Location	Percentage of Median Income	Sales Price
3 Bedrooms	1,541	Unit 3, 2nd Floor	100% of AMI	\$299,700
2 Bedrooms	1,434	Unit 8, 3rd Floor	80% of AMI	\$203,600

The location of the IDP Units will be finalized in conjunction with BRA staff and outlined in the Affordable Housing Agreement (“AHA”), and sales prices and income limits will be adjusted according to BRA published maximum sales prices and income limits, as based on HUD AMIs, available at the time of the initial sale of the IDP Units. IDP Units must be comparable in size, design, and quality to the market rate units in the Proposed Project, cannot be stacked or concentrated on the same floors, and must be consistent in bedroom count with the entire Proposed Project.

The Developer will enter into an Affordable Housing Agreement (“AHA”) with the BRA for the IDP Units. The AHA must be executed along with, or prior to, issuance of a Certification of Approval. The Developer will submit an Affirmative Marketing Plan (the “Plan”) to the Boston Fair Housing Commission and the BRA, which shall be approved along with the execution of the AHA. Preference for the Affordable units will be given to applicants who meet the following criteria, weighted in the order below:

- (1) Boston resident;
- (2) Household size (a minimum of one (1) person per bedroom); and
- (3) First-Time Homebuyer.

The IDP Units will not be marketed prior to the submission and approval of the Plan. A deed restriction will be placed on the IDP Units to maintain affordability for a total period of fifty (50) years (this includes thirty (30) years with a BRA option to extend for an additional period of twenty (20) years). The household income of the buyer and sales price of any subsequent sale of the IDP Units during this fifty (50) year period must fall within the applicable income and sales price limits for each IDP Unit. IDP

Units may not be rented out by the developer prior to sale to an income eligible buyer, and the BRA or its successors or assigns will monitor the ongoing affordability of the IDP Units.

There is no contribution required to the IDP Special Revenue Fund ("IDP Fund"). As such, the two (2) designated IDP Units satisfy fully the IDP requirements pursuant to the December 10, 2015 IDP.

RECOMMENDATIONS

The Proposed Project complies with the requirements set forth in Section 80E of the Code for Small Project Review. Therefore, BRA staff recommends that the Director be authorized to: (1) issue a Certification of Approval for the Proposed Project located 85-93 Willow Court in Dorchester; (2) enter into an Affordable Housing Agreement and take any other action and execute any other agreements and documents that the Director deems appropriate and necessary in connection with the Proposed Project; and (3) recommend approval to the Boston Zoning Board of Appeal on Petition BOA-571223 for zoning relief necessary to construct the Proposed Project.

Appropriate votes follow:

VOTED: That the Director be, and hereby is, authorized to issue a Certification of Approval pursuant to Section 80E-6 of the Boston Zoning Code (the "Code"), approving the development consisting of a five-story residential building containing 14 residential condominium units and 21 parking spaces at 85-93 Willow Court in Dorchester (the "Proposed Project") in accordance with the requirements of Small Project Review, Article 80E, of the Code, subject to continuing design review by the Boston Redevelopment Authority; and

FURTHER

VOTED: That the Director be, and hereby is, authorized to execute an Affordable Housing Agreement for the creation of two (2) on-site IDP Units, and execute any other agreements and documents that the Director deems appropriate and necessary in connection with the Proposed Project; and

FURTHER

VOTED: In reference to Petition BOA-571223, 85-93 Willow Court in Dorchester, for the following: Conditional Use, Excessive Floor Area Ratio, Rear Yard Insufficient, Excessive Building Height, Insufficient Usable Open Space, the Boston Redevelopment Authority recommends APPROVAL WITH PROVISIO: that plans are submitted to the Authority for design review approval.

16. Failure to Exercise Option. In the event that the Authority shall fail to give such notice of election to exercise the option within the time above specified or in the event that the Authority shall, after giving such notice, fail to complete such purchase as hereinabove provided, then the Owner shall be free thereafter to sell and convey the Premises subject to the restrictions set forth in this Covenant.

Furthermore, Owner shall be entitled to a certificate, in recordable form and delivered to Owner on or before expiration of the 45-day option period described in Section 14 above, executed by the Authority, that it elects not to exercise the Option. If the Authority provides such a certificate, it shall be recorded with the deed from the Owner and then such certificate shall be conclusive evidence of compliance with the requirements of this instrument with respect to Section 12.

17. Notice. Any notice or other communication required or permitted to be given under this Covenant must be in writing and shall be effective when received by the party to whom it is addressed or four (4) business days after mailing by registered or certified mail, return receipt requested, whichever first occurs. Notices and communications to the Authority shall be sent to: Boston Redevelopment Authority, One City Hall Square, Boston, MA 02201-1007, Attention: Director, or the Agent. Notices and other communications to the Owner shall be sent to the address stated in the Deed as the owner's address or to the address of the Owner of the Premises as shown on the tax assessment roll of the City of Boston. Either party by written notice to the other may designate a different address to which notices shall thereafter be sent.

18. Covenants to Run with the Land. It is intended and agreed that the agreements, covenants and restrictions set forth in this Covenant shall run with the land constituting the Premises and shall be binding upon the Owner, its successors and assigns, for the benefit of and shall be enforceable by the Authority and its successors and assigns, for a period of thirty (30) years from the date of the Deed, unless a notice of restriction is recorded by the Authority or its successors and assigns before the expiration of thirty (30) years from the date of the Deed in which case such agreements, covenants and restrictions shall continue for twenty (20) years from the date of recording such notice of restriction. It is further agreed that the reservation or grant of the agreements, covenants and restrictions contained herein are for public and charitable purposes.

Owner shall include a reference to this Covenant in any and all deeds or other instruments conveying an interest in the Premises or any part thereof.

19. Appointment of Agent. The Authority may from time to time appoint and revoke the appointment of one or more agents who shall have the power to issue certificates as provided herein and to exercise and enforce the rights of the Authority as provided herein. Such appointments shall be made and revoked only by instrument in writing recorded in the Suffolk Registry of Deeds and each such action shall be effective only upon recording. No

such instrument of appointment or revocation of appointment shall be effective unless it expressly refers to this Covenant.

20. Enforcement. Without limitation on any other rights or remedies of the Authority, its successors and assigns, in the event of any rental or occupancy or sale or other transfer or conveyance of the Premises in violation of the provisions of this Covenant, the Authority shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- a) specific performance of the provisions of this Covenant;
- b) voiding of the rental arrangement that violates this Covenant;
- c) voiding of the amount of interest accumulated on the Maximum Resale Price calculation for any time during which it is determined that a household was not in compliance with the Principal Residence Requirement or who have not responded to the Authority's request for documentation of occupancy;
- d) money damages for charges in excess of maximum resale prices;
- e) money damages for the cost of creating or obtaining other comparable dwelling units to fulfill the need for affordable housing by moderate income to middle income households;
- f) if the violation is a sale of the Premises at a price greater than the Maximum Resale Price as provided herein, the Authority shall have the option to purchase the Premises on the same terms and conditions as provided herein for the exercise of its option to purchase, except that the purchase price shall be the price paid in a conveyance that would have complied with the provisions of this Covenant;
- g) exercise of statutory power of sale pursuant to the mortgage recorded herewith; and
- h) any contract for sale or any sale or other transfer or conveyance of the Premises in violation of the provisions of this Covenant in the absence of a certificate from the Authority approving such sale, transfer or conveyance as provided in Section 7, to the maximum extent permitted by law shall be voidable by the Authority by suit in equity to enforce such agreements, covenants and restrictions.

If any action is brought to enforce this Covenant, the prevailing party shall be entitled to actual attorneys fees and other costs of bringing the action, in addition to any other relief or remedy to which such party may be entitled.

The Developer and the Owner hereby grant to the Authority the right to enter upon the Premises for the purpose of enforcing the restrictions herein contained, or of taking all actions with respect to the Premises which the Authority may determine to be necessary or appropriate, with or without court order, to prevent, remedy or abate any violation of the agreements, covenants and restrictions.

21. Third Party Beneficiaries. The Covenant as to Maximum Resale Price may be enforced by any Owner and/or prospective purchaser of the Premises.

22. Waiver. Nothing contained herein shall limit the rights of the Authority to release or waive, from time to time, in whole or in part, any of the restrictions contained herein with respect to the Premises; no waiver or release shall be effective unless it is in writing and executed by the Authority.

23. Captions Not Binding. Captions for sections have been inserted for convenient reference and are not to be construed to limit or modify the provisions of this Covenant.

24. Severability. If any provision of this Covenant or the application thereof to any person or circumstance is held to be invalid or unenforceable by any decision of any court of competent jurisdiction in an action in which the Authority is a party, 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.

25. Assignment. The Authority retains the right to assign its interest in this Covenant to the City of Boston.

26. Transfers. The obligations of the Developer hereunder shall be transferable to any condominium association that assumes management of the Project after the Developer has sold all of the units in the Project and pursuant to the terms and conditions in the master deed.

WITNESS our hands and seals this ____ day of _____, 20__.

OWNER:

Exhibit B-1
DEED RIDER
COVENANT FOR AFFORDABLE HOUSING
Middle-Income (100%) Household

Rider attached to and made a part of that certain deed from Income Source, LLC (“Developer”), to _____ (“Owner”) dated _____, ____ for Unit _____ in _____ Condominium.

PRELIMINARY STATEMENT

The purpose of this covenant is to provide a uniform plan for administration and enforcement of covenants and restrictions imposed upon real property by the City of Boston and the Boston Redevelopment Authority for the purpose of regulating the development of real property for housing for persons of moderate and middle income. Such covenants and restrictions arise as a result of urban renewal, disposition of land, and the granting of public benefits or relief from regulation. Such covenants and restrictions constitute a portion of the consideration to be paid for such real property or public benefit or relief from regulation. This covenant is imposed to promote the public health, safety, convenience and welfare by preventing overcrowding and deterioration of existing housing and by encouraging expansion of the City of Boston’s housing stock; to provide for a full range of housing choices for all incomes, ages, and family sizes; to mitigate the impacts of market rate housing on the supply and costs of housing for moderate and middle income households; to relieve the burden on the City of Boston and the Boston Redevelopment Authority to use other land for housing moderate and middle income persons; to fulfill obligations under statutes and regulations for urban redevelopment and other public purposes; to increase the production of housing units affordable to moderate and middle income households and to expand the supply of housing to meet existing and anticipated employment needs within the City of Boston.

NOW, THEREFORE, as consideration from the Owner to the Authority for the conveyance of the Premises, the Owner, for itself, its heirs, successors and assigns, hereby covenants and agrees that the Premises shall be subject to the following agreements, covenants and restrictions which are hereby imposed for the benefit of, and shall be enforceable by, the Developer’s agent and designee and those of its successors and assigns, the Authority, or its successors, assigns, agents and designees.

1. Definitions. In this Covenant, the following words and phrases shall have the meanings indicated:

“Authority” means the Boston Redevelopment Authority d/b/a Boston Planning & Development Agency, a public body politic and corporate organized and existing under Chapter 121B of the Massachusetts General Laws, as amended, its successors, assigns, agents and designees;

“Covenant” means this document and all of its provisions including, without limitation, all affirmative covenants, restrictive covenants and options contained herein;

“Deed” means the deed to which this Covenant is attached and which subjects the Premises to this Covenant;

“Developer” means Income Source, LLC, including its successors and assigns;

“Eligible Purchaser” means a Middle-Income Household, as certified by the Authority, or a Household eligible pursuant to Section 10 of this Covenant, as approved by the Authority;

“Household” means all persons who reside or intend to reside together at the Premises;

“Maximum Resale Price” means the maximum price permitted for the sale of the Premises, as set forth in Section 3;

“Median Income” means the median household income set forth in or calculated pursuant to regulations promulgated by the United States Department of Housing and Urban Development, pursuant to Section 8 of the Housing Act of 1937, as amended by the Housing and Community Development Act of 1974. If the Department of Housing and Development discontinues publication of median income statistics, then the Authority shall designate another measure of Household Income;

“Middle-Income Household” means a Household that has an income that is less than or equal to one hundred percent (100%), but greater than eighty percent (80%), of the Median Income and meets the Authority’s eligibility requirements;

“Option” means the option to purchase set forth in Section 12 of this Covenant;

“Owner” means the person(s) or entity identified in the Deed and any heir, successor or assign holding an interest in the Premises; and

“Premises” means the real property conveyed by or described in the Deed recorded herewith together with any improvements now or hereafter erected thereon.

2. Covenant; Middle-Income Household. The Owner covenants that the Premises shall not be sold or conveyed during the term of this Covenant except to a Middle-Income Household and as stated in the Authority Certificate recorded herewith, or a Household eligible pursuant to Section 10 of this Covenant and provided further that the Owner of such Premises provides to the Authority a promissory note in consideration of the subsidy provided by the Authority to the Owner in connection with the purchase of the Premises, grants to the Authority a mortgage to secure such promissory note and signs an Affidavit of Eligibility to the Authority. In addition to the foregoing, all resales or conveyances of such

Premises after the initial sale shall be to a Middle-Income Household, and shall comply with such occupancy requirements and/or household size standards of the Authority that are in effect at the time of the sale, resale or conveyance.

3. Covenant; Maximum Resale Price. The Owner covenants that the Premises, or any interest therein, shall not be sold, conveyed, assigned or otherwise disposed of, for consideration in excess of the Maximum Resale Price as defined below, but may be sold for less than the Maximum Resale Price in order to be available to an Eligible Purchaser. Consideration shall include the aggregate value of all money, property and services of every kind given or paid by the purchaser to or for the benefit of the Owner in connection with the transfer of the Premises, including any consideration paid for any other real property or personal property conveyed by the Owner to the purchaser.

The "Maximum Resale Price" for the Premises as of a given date shall be the sum of:

- b) the purchase price for the Premises specified in the Deed, increased three percent (3%) per annum, compounded annually;
- b) plus the actual cost of bedrooms added to the Premises;
- c) plus the actual cost of bathrooms added to a Premises containing three or more bedrooms;
- d) plus the actual cost of other capital improvements made to the Premises, provided that, such amount shall not exceed one percent, per year, of the price paid for the Premises, by Owner from time to time.

The cost of capital improvements shall be included in the Maximum Resale Price only if, (i) the improvement is considered to be a "capital" improvement within the definition of the Internal Revenue Code; (ii) the improvement complied with all pertinent statutes, ordinances and regulations at the time such improvement was made, and (iii) the cost of such improvement has been documented at the time of resale.

4. Covenant; Owner-Occupancy. The Owner shall occupy the Premises as his or her or their principal residence (the "Principal Residence Requirement"). The Owner shall not rent the Premises in whole or in part to any other person or persons.

5. Certificate of Authority as to Household Income. Upon written application and upon submission of such evidence as the Authority may require, the Authority shall furnish a certificate in recordable form stating whether a Household qualifies as a Middle-Income Household. If the eligible household income for the Premises is adjusted pursuant to Section 10 of this Covenant, then the Authority shall furnish a certificate in a recordable form stating whether a person or household qualifies for the Premises. Such certificate shall be valid for the period stated in the certification.

6. Certificate of Authority as to Maximum Resale Price. Upon written application and upon submission of such evidence as the Authority may require, the Authority shall furnish to any Owner, mortgagee or person having a security interest in the Premises, a certificate in recordable form stating the Maximum Resale Price for the Premises and itemizing the amount calculated in accordance with Section 3 to be the value of capital improvements made to the Premises. Such certificate shall be valid for the period stated in the certificate.

7. Certificate of Compliance. No conveyance, sale or transfer shall be valid and be deemed in accordance with the terms of this Covenant unless a certificate, or certificates, is obtained and recorded, signed and acknowledged by the Authority which refers to the Premises, the Owner thereof, and the Maximum Resale Price therefore, and stating that the proposed conveyance, sale or transfer is in compliance with this Covenant.

8. Conclusive Evidence of Compliance with this Covenant. Certificates of the Authority may be relied upon as follows:

a) A mortgagee of the Premises may conclusively rely upon:

iv) a certificate issued by the Authority pursuant to Section 5 as to whether its mortgagor qualifies as a Middle-Income Household, as applicable;

v) a certificate issued by the Authority pursuant to Section 6 as to the Maximum Resale Price of the Premises, provided that such Maximum Resale Price is not exceeded by the consideration for the Premises stated in the recorded deed to the mortgagor and further provided that such certificate of Maximum Resale Price is recorded in the Suffolk Registry of Deeds;

vi) a certificate issued by the Authority pursuant to Section 7 as to compliance of the Premises, provided that such certificate of compliance is recorded in the Suffolk Registry of Deeds; and

iv) an affidavit of the mortgagor of the Premises that the mortgagor's Household occupies the Premises as his or her or their principal residence (or intend to so occupy in the case of a purchase money mortgage).

b) An Owner of the Premises shall not be subject to any remedy of specific performance or other penalty arising out of events prior to his or her purchase of the Premises, provided that such purchaser has complied with the Maximum Resale Price and actual occupancy requirements of this Covenant.

c) This Section shall not limit the right of persons to rely upon other certificates of the Authority.

d) All references to a person shall include all other persons claiming an interest in the Premises by, through or under such person.

9. Covenant; Compliance. The Owner shall furnish such information about the Premises as the Authority may request from time to time on the identity of the Owner, the identity of any mortgagee or other person having an interest in the Premises, the consideration paid for the Premises, the condition of the Premises, the identity of the occupants, and any other information which the Authority deems relevant, all for the purpose of assuring compliance with this Covenant. The Authority shall have access to inspect the Premises at reasonable times and on reasonable notice.

10. Eligible Income. For all transfers of the Premises after the initial sale, the purchaser of the Premises must be a Middle-Income Household, as applicable. Notwithstanding the foregoing, the Authority may, in its sole discretion, increase the eligible household income limit (the "Maximum Annual Income") as follows:

a. Calculation of the "Imputed Loan Amount" by multiplying the Maximum Resale Price of the Premises at the time of the sale by ninety percent (90%);

b. Calculation of the "Imputed Monthly Debt Service Amount" by calculating the level monthly payment needed to amortize the Imputed Loan Amount, using the average interest rate offered during the 30 days prior to the date of said calculation by the Bank of America or other financial institution approved by the Authority for a thirty-year, fixed rate residential mortgage, or as specified in such standard index of home mortgage loans as the Authority may designate from time to time;

c. Calculation of the "Annual Imputed Housing Cost" by adding twelve times the Imputed Monthly Debt Service Amount plus three times the Imputed Monthly Debt Service Amount (to make a standard allowance for real estate taxes and insurance) plus twelve times the imputed monthly condominium fee if the Premises is a condominium unit; and

d. Calculation of Maximum Annual Income by multiplying the Annual Imputed Housing Cost by a fraction, the numerator of which is one hundred ten (110) and the denominator of which is twenty-eight (28).

11. Rights of Mortgagees. Other provisions of this Covenant notwithstanding, a financial institution may hold a mortgage or security interest in the Premises and may acquire title to the Premises by foreclosure or instrument in lieu of foreclosure; upon either such acquisition, the covenants, restrictions and options contained in this Covenant shall terminate and have no further effect; provided that (a) upon receipt by the Authority of notice in any form, including notice by newspaper publication, of an impending foreclosure against the Premises, the mortgagee shall allow the Authority the opportunity to cure such default within thirty (30) days of receipt of such notice or to exercise its option in accordance with the terms and conditions set forth herein; (b) that the principal amount secured by such

mortgage or security interest did not exceed ninety-five percent (95%) of the Maximum Resale Price calculated according to Section 3 at the time of the granting of the mortgage or security interest; and (c) that any mortgage or security interest was originated in compliance with Sections 3, 4, 5, 6, 7, 8, 10 and 11 of this Covenant.

Further, the lender shall notify the Authority in the event of any default for which the lender intends to commence foreclosure proceedings but no deficit failure to notify the Authority shall impair the validity of foreclosure. Said notice shall be sent to the Authority as set forth in Section 17 of this Covenant.

Further, provided that if any person who was an owner of the Premises prior to foreclosure acquires an interest in such Premises after foreclosure, then all covenants and options contained herein shall apply to all subsequent occupancy, rental and sale of the Premises.

Further, provided that in consideration of the release of this Covenant, in the event of such foreclosure or transfer in lieu of foreclosure and if the Premises is sold to a third party, all proceeds of the sale shall be applied as follows: first, to the lender to pay all sums owing to lender; second, to any public or institutional lender, in the order of their respective priority, to pay all sums owing to said lenders, including the Authority; and the balance, if any, to the Owner.

12. Option. The Authority reserves, or the Owner grants to the Authority, as the case may be, the right and option to purchase the Premises upon one or more of the following events:

- a) The Owner has delivered a written notice of intent to sell to the Authority, which notice is a requirement of this Covenant and shall be a condition precedent to any conveyance of the Premises or any interest therein;
- b) Any legal or beneficial interest in the Premises is conveyed without notice to the Authority as provided above, unless the Authority shall have waived its Option with respect to a particular sale; or
- c) Any legal or beneficial interest in the Premises is conveyed for consideration in excess of the Maximum Resale Price; or
- d) The Premises are leased upon terms not complying with Section 4 of this Covenant; or
- e) Receipt by the Authority of notice in any form (including notice by newspaper publication) of an impending foreclosure against the Premises; or
- f) Receipt by the Authority of notice in any form (including notice by newspaper publication) of the taking of the Premises for unpaid taxes.

13. Term of the Option. The right of the Authority to exercise its option pursuant to the preceding section shall terminate on the earlier of the following: (a) fifty (50) years from the date of the Deed, or (b) twenty-one (21) years following the death of the last survivor among the following named persons: (i) Harry, Prince of Wales; (ii) Rose Kennedy Schlossberg; and (iii) Chelsea Clinton.

14. Option Price. The agreed purchase price of the Premises upon the exercise by the Authority of the Option is the lesser of the Maximum Resale Price or the fair market value, but in any event not less than the remaining mortgage loan(s) balance provided that the mortgage complied with the conditions set forth in Section 11 herein at the time of the closing of the loan(s). Fair market value may be determined at the Authority's discretion and shall be established according to an independent appraisal. In the event that an owner has sent notice pursuant to Section 12(a), the price shall be set forth in a Certificate of Agreement executed in a timely manner by both the Authority and the Owner. If such Owner disputes the validity of the price then the Owner and the Authority shall select a third party arbitrator to determine such value and each shall pay one-half of the costs of the arbitration. The decision of the arbitrator shall be binding upon both parties and the Owner and the Authority shall execute a Certificate of Agreement consistent with such decision.

15. Exercise of Option. If the Authority wishes to exercise the Option, the Authority shall do so by giving written notice to the Owner.

In the event that the Authority is exercising its Option pursuant to the Owner's notice of intent to sell, as set forth in Section 12(a) of this Covenant, then the Authority's notice of its intent to exercise the Option shall be given within ten (10) business days of execution of the Certificate of Agreement. Further, within sixty (60) days of such notice by the Authority, the Authority and Owner shall execute a Purchase and Sale Agreement consistent with the terms of this Covenant and providing for a deposit.

The Premises are to be conveyed by a good and sufficient quitclaim deed running to the Authority or its designee, conveying a good and clear record and marketable title thereto, free from encumbrances, except such taxes for the then current year as are not due and payable on the date for the delivery of such deed; such matters of record as were of record immediately prior to the recording of the Deed; and such encumbrances as to which the Authority may have given its express written consent. The Premises shall be delivered in the same condition as at the time the Authority exercises the Option, free of all tenants and occupants. The Authority shall be entitled to an inspection of the Premises prior to delivery of the deed in order to determine whether the condition thereof complies with the terms of this paragraph. Rents, fuel, common condominium charges, and water and sewer use charges, if applicable, and current real estate taxes shall be adjusted as of the date of delivery of the Deed. If the amount of such real estate taxes is not known at the time of delivery of the Deed, they shall be apportioned on the basis of the taxes assessed for the preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained.

If Owner shall be unable on the closing date to give title or to make conveyance or to deliver possession of the Premises, all in accordance with the terms hereof, or if on the closing date the Premises do not conform with the requirements hereof, then the date of the closing hereunder shall be postponed for a period of thirty (30) days during which period the Owner shall use reasonable good faith efforts to remove any defects in title or to make conveyance or deliver possession of the Premises, all in accordance with the terms hereof or to make the Premises conform with the requirements hereof, as the case may be. The purchase price to be paid by the Authority to the Owner shall be reduced by any amount paid by the Authority to persons holding mortgages or other liens against the Premises.

If after the expiration of the aforesaid time for the closing, any title defects shall not have been removed and conveyance not made and possession delivered, or the Premises do not conform, all as required hereunder, then the Authority may without waiving any claims against the Owner, either (a) terminate the Authority's obligation to purchase the Premises pursuant to its exercise of the Option, or (b) accept such title as Owner can deliver to the Premises in their then condition and to pay therefore the purchase price; provided that in the event of such conveyance in accordance with this paragraph, if the Premises shall have been damaged by fire or casualty insured against, or taken in whole or in part by eminent domain, then Owner shall, unless Owner has previously restored the Premises to their former condition either: (a) pay over or assign to Authority, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or award for taking, less any amounts reasonably expended by Owner for any partial restoration; or (b) if a holder of a mortgage on the Premises (to the extent such holder has an interest in the proceeds or award) shall not permit the insurance proceeds or award or any part thereof to be used to restore the Premises to their former condition or to be so paid over or assigned, give Authority a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by Owner for any partial restoration.

Nothing contained herein as to Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Premises in accordance with the terms hereof, as to use of proceeds to clear title or as to the Authority's election to take title, nor anything else in this Covenant shall be deemed to waive, impair or otherwise affect the priority of the Option over matters appearing of record, or occurring, at any time after the recording of this Covenant, all such matters so appearing or occurring being subject and subordinate in all events to the Option.

16. Failure to Exercise Option. In the event that the Authority shall fail to give such notice of election to exercise the option within the time above specified or in the event that the Authority shall, after giving such notice, fail to complete such purchase as hereinabove provided, then the Owner shall be free thereafter to sell and convey the Premises subject to the restrictions set forth in this Covenant.

Furthermore, Owner shall be entitled to a certificate, in recordable form and delivered to Owner on or before expiration of the 45-day option period described in Section 14 above,

executed by the Authority, that it elects not to exercise the Option. If the Authority provides such a certificate, it shall be recorded with the deed from the Owner and then such certificate shall be conclusive evidence of compliance with the requirements of this instrument with respect to Section 12.

17. Notice. Any notice or other communication required or permitted to be given under this Covenant must be in writing and shall be effective when received by the party to whom it is addressed or four (4) business days after mailing by registered or certified mail, return receipt requested, whichever first occurs. Notices and communications to the Authority shall be sent to: Boston Redevelopment Authority, One City Hall Square, Boston, MA 02201-1007, Attention: Director, or the Agent. Notices and other communications to the Owner shall be sent to the address stated in the Deed as the owner's address or to the address of the Owner of the Premises as shown on the tax assessment roll of the City of Boston. Either party by written notice to the other may designate a different address to which notices shall thereafter be sent.

18. Covenants to Run with the Land. It is intended and agreed that the agreements, covenants and restrictions set forth in this Covenant shall run with the land constituting the Premises and shall be binding upon the Owner, its successors and assigns, for the benefit of and shall be enforceable by the Authority and its successors and assigns, for a period of thirty (30) years from the date of the Deed, unless a notice of restriction is recorded by the Authority or its successors and assigns before the expiration of thirty (30) years from the date of the Deed in which case such agreements, covenants and restrictions shall continue for twenty (20) years from the date of recording such notice of restriction. It is further agreed that the reservation or grant of the agreements, covenants and restrictions contained herein are for public and charitable purposes.

Owner shall include a reference to this Covenant in any and all deeds or other instruments conveying an interest in the Premises or any part thereof.

19. Appointment of Agent. The Authority may from time to time appoint and revoke the appointment of one or more agents who shall have the power to issue certificates as provided herein and to exercise and enforce the rights of the Authority as provided herein. Such appointments shall be made and revoked only by instrument in writing recorded in the Suffolk Registry of Deeds and each such action shall be effective only upon recording. No such instrument of appointment or revocation of appointment shall be effective unless it expressly refers to this Covenant.

20. Enforcement. Without limitation on any other rights or remedies of the Authority, its successors and assigns, in the event of any rental or occupancy or sale or other transfer or conveyance of the Premises in violation of the provisions of this Covenant, the Authority shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- a) specific performance of the provisions of this Covenant;

- b) voiding of the rental arrangement that violates this Covenant;
- c) voiding of the amount of interest accumulated on the Maximum Resale Price calculation for any time during which it is determined that a household was not in compliance with the Principal Residence Requirement or who have not responded to the Authority's request for documentation of occupancy;
- d) money damages for charges in excess of the maximum resale prices;
- e) money damages for the cost of creating or obtaining other comparable dwelling units to fulfill the need for affordable housing by moderate income to upper-middle income households;
- f) if the violation is a sale of the Premises at a price greater than the Maximum Resale Price as provided herein, the Authority shall have the option to purchase the Premises on the same terms and conditions as provided herein for the exercise of its option to purchase, except that the purchase price shall be the price paid in a conveyance that would have complied with the provisions of this Covenant;
- g) exercise of statutory power of sale pursuant to the mortgage recorded herewith; and
- h) any contract for sale or any sale or other transfer or conveyance of the Premises in violation of the provisions of this Covenant in the absence of a certificate from the Authority approving such sale, transfer or conveyance as provided in Section 7, to the maximum extent permitted by law shall be voidable by the Authority by suit in equity to enforce such agreements, covenants and restrictions.

If any action is brought to enforce this Covenant, the prevailing party shall be entitled to actual attorneys fees and other costs of bringing the action, in addition to any other relief or remedy to which such party may be entitled.

The Developer and the Owner hereby grant to the Authority the right to enter upon the Premises for the purpose of enforcing the restrictions herein contained, or of taking all actions with respect to the Premises which the Authority may determine to be necessary or appropriate, with or without court order, to prevent, remedy or abate any violation of the agreements, covenants and restrictions.

21. Third Party Beneficiaries. The Covenant as to Maximum Resale Price may be enforced by any Owner and/or prospective purchaser of the Premises.

22. Waiver. Nothing contained herein shall limit the rights of the Authority to release or waive, from time to time, in whole or in part, any of the restrictions contained herein with respect to the Premises; no waiver or release shall be effective unless it is in writing and executed by the Authority.

23. Captions Not Binding. Captions for sections have been inserted for convenient reference and are not to be construed to limit or modify the provisions of this Covenant.

24. Severability. If any provision of this Covenant or the application thereof to any person or circumstance is held to be invalid or unenforceable by any decision of any court of competent jurisdiction in an action in which the Authority is a party, 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.

25. Assignment. The Authority retains the right to assign its interest in this Covenant to the City of Boston.

26. Transfers. The obligations of the Developer hereunder shall be transferable to any condominium association that assumes management of the Project after the Developer has sold all of the units in the Project and pursuant to the terms and conditions in the master deed.

WITNESS our hands and seals this ____ day of _____, 20__.

OWNER:

Exhibit C
Description of Affordable Units

A total of two (2) Affordable Units consisting of:

Unit Number	Bedrooms	Square Footage	Location of Affordable Unit	Percent of Median Income	Sales Price
3	3 BR	1,541 SF	2 nd Floor	100%	\$299,700
8	2 BR	1,434 SF	3 rd Floor	80%	\$203,600

* Based upon 2016 HUD income limits and sales prices. Sales prices and income limits to be adjusted in accordance with HUD guidelines at time of initial sales.

Exhibit D

Boston Redevelopment Authority

AFFIDAVIT OF ELIGIBILITY FOR AFFORDABLE HOME OWNERSHIP UNITS

Attachments:

Appendix A: Checklist of Required Documents

(I/We), _____

Names of Buyer(s)

currently reside at

_____, Unit _____

Address

City/Neighborhood

State

ZIP

(_____) _____ @ _____

Telephone

Email Address

do hereby represent and warrant as follows:

(Please note, the use of the singular "I" or "my" below, shall include the plural in the case of more than one prospective purchaser.)

- I understand that if I make any material misstatements or omissions in this affidavit, I will be ineligible for any unit at this project, and will be required to sell the unit if I have already occupied it.**

Initial(s): _____

Initial(s): _____

THE PROPERTY:

- The Property I intend to purchase is located within the City of Boston at the following address:

Street Address

Unit #

City/District/Neighborhood, ZIP

- The purchase price of the property is: \$ _____

The purchase price of the parking space is: \$ _____ (if applicable)

The Total Price is: \$ _____

The estimated condo fee is: \$ _____ (monthly)

- I certify that the amount to be paid by me for the Property shall not be greater than the Total Price stated in #3 above. The Total Price shall include the total value of all money, property and services of every kind given or paid by me to or for the benefit of the owner of the Property in connection with the transfer of the Property, including any amount paid for any other real property or personal property conveyed by the owner to me.

Initial(s): _____

Initial(s): _____

5. **Covenant for Affordable Housing:** I acknowledge that I received a copy of the Covenant for Affordable Housing (the "Covenant"). I have read the Covenant, or have had it read to me, and understand the restrictions and requirements contained therein. I realize that I have the option of consulting an attorney to review the Covenant. I understand that the Property is subject to the Covenant, and that the Property cannot be rented in whole or in part at any time, and may not be sold without the express permission of the BRA.

Initial(s): _____ Initial(s): _____

6. **Owner Occupancy Requirement:** I intend to occupy the Property as my principal place of residence. I will occupy the Property within sixty (60) days of the closing date. I understand that I must continue to live in the Property and that I may not lease or rent the Property in whole or in part.

Initial(s): _____ Initial(s): _____

PREFERENCES:

Sections 7-9 are required to be completed for any applicants participating in the lottery process

7. **For Boston Resident preference:** I certify that I am currently a resident of the City of Boston and have provided the required documentation.

"Boston Resident" shall mean any individual whose permanent and principal residence, where he or she normally eats, sleeps and maintains his or her normal personal and household effects, is in the City of Boston.

Required Documentation: Copy of two (2) utility bills 1 from each utility company in your name dated within the last 60 days; e.g., (1)electric, (1) oil, (1) gas, or (1) telephone.

If utility bills cannot be provided the following documentation **must** be provided: current signed lease **AND EITHER** proof of voter registration from City of Boston Election Department **OR** proof of automobile insurance (showing the address where the car is garaged). An official letter from a shelter may also be accepted in lieu of a current signed lease.

N/A

Or

Yes

Initial(s): _____ Initial(s): _____

8. **For First-Time Homebuyer preference:** I certify that I am a First-Time Homebuyer.

Shall mean a buyer (including spouse, current or former) who has never owned a residential property.

N/A

or

Yes

Initial(s): _____ Initial(s): _____

9. **Urban Renewal Displacee:** I certify that I am an Urban Renewal Displacee and have provided the required documentation. (This preference is rarely applicable.)

“Urban Renewal Displacee” shall mean persons displaced from the specific property and/or displaced from the relevant Urban Renewal Plan Area by clearance and redevelopment activities carried out by the Boston Redevelopment Authority.

Required Documentation: Proof of displacement by the BRA from the relevant Urban Renewal Area during the official Urban Renewal Period (displacement notice or proof of residency during the Urban Renewal Period in the form of utility bills, voting record, bank statement, record of birth or any other official documents).

N/A (This section not applicable to this development)

Initial(s): _____ Initial(s): _____

or

a) Displaced from _____

Property Address

Initial(s): _____ Initial(s): _____

or

b) Displaced from Plan Area _____

Initial(s): _____ Initial(s): _____

10. This section is applicable only if this development has artist preference units.

BRA Certified Artist: I am a BRA certified artist and have provided the required documentation. **(Required ONLY for Artist units. If you are not currently a BRA Certified Artist you are not eligible to apply for Artist units.)**

“BRA Certified Artist” shall mean an individual who has received a BRA Artist Certificate. (For a full description of the artist certification process, please visit the following website: <http://www.bostonredevelopmentauthority.org/housing/artistspace-program/artistspace-housing-overview>)

Required Documentation: BRA Artist Certification Letter

N/A

or

Yes

Initial(s): _____ Initial(s): _____

OTHER INFORMATION:

11. Choose one:

- I, or a member of my immediate family, **am currently or have been** a City of Boston employee within the **last 12 months**. I understand that the City employee(s) must submit a Disclosure of Appearance of Conflict of Interest Form. This can be obtained from the marketing agent and filed with the City Clerk’s office, City Hall, Rm. 601) must be submitted for each such person.

Department/Agency of City Employee(s): _____

Immediate family members of any developer or "Applicant" (as the contracting party is sometimes referred to) are prohibited from entering any lottery held for any Boston Redevelopment Authority Inclusionary/ Affordable housing unit. Immediate family members of any Marketing Agent hired by developers/ Applicants are prohibited from entering any lottery for housing units at the project for which the Marketing Agent has been hired. "Immediate family" shall be defined as it is in Massachusetts General Laws, c.268A, the Conflict of Interest Law. However, this policy may be further expanded to include a broader degree of kinship, and may be refined to encompass a broader range of parties other than a named developer or named applicant.

If no lottery is held because there were not a sufficient number of applications submitted, the same rules apply (i.e., the same rules apply to a "First-Come-First-Served situation").

N/A

Initial(s): _____

Initial(s): _____

12. I have never been convicted of real property arson, tenant harassment in Housing Court or violating Fair Housing Laws. I am not presently in mediation with the Boston Fair Housing Commission or the Massachusetts Commission Against Discrimination nor presently a defendant in a criminal complaint in Housing Court for a Fair Housing violation or in an arson case.

Initial(s): _____

Initial(s): _____

INCOME: "Household Income" Defined

13. "**Household**" shall mean all persons whose names appear on the deed, and also all persons who intend to occupy the housing unit as their permanent primary residence. For the purpose of **income determination**, persons over the age of 18 who are not Immediate Family as defined by Massachusetts General Law c.268A and do not have employment income as well as minors/dependents who are not listed on the most recent tax return and do not have legal custody/guardianship paperwork will not be included as part of the household for income eligibility and certification purposes. Legally married couples shall both be considered part of the household, even if separated. The incomes of *all* household members will be included, with one exception:

- Income from employment is not counted for household members under 18

The BRA reserves the right to **request additional** information at any point in the Income Certification process. Income Information can include but is not limited to the source of income and the estimated current annualized gross amounts of income, from any source, both taxable and non-taxable income, such as:

- Wages, salaries, tips, overtime, bonuses, commissions, fees, credits, sick pay, deferred income, and any other compensation received for personal services;
- Dividends, interest, annuities, pensions, IRA or other retirement accounts distributions, social security benefits;
- Income received from: trusts, business activities including partnership income and Schedule K-1 information, corporate distributions, rental or lease income, investments, and any other income or gains from any asset;
- Legally documented alimony & support payments, disability payments & workers compensation.
- All assets - See item 20, "Household Assets".

1. **Please note:** The BRA does not use income as reported on your W-2 to determine *estimated current annualized income*. Income from wages, salaries, tips, etc. is the full amount, before any deductions, of your gross wages, salaries, tips, etc.
2. Only income which is reported to the IRS or which is evidenced on official pay stubs and/or benefit letters may be considered as income. Unemployment compensation is not considered income for eligibility purposes unless applicant has a 2 year history of seasonal employment along with receipt of unemployment compensation.
3. Full-time undergraduate students age 18 and over are **not** eligible **unless** they are a co-buyer with an immediate family member who is a non-full-time student. The BRA's determination of full-time student status will be final.
4. Full-time graduate students without income are **not** eligible **unless** they are a co-buyer with an immediate family member who is a non-full-time student.

Please also note: If you are *substantially* below the income limit, the BRA reserves the right to request additional documentation to determine your ability to purchase the unit.

Initial(s): _____

Initial(s): _____

14. **Earnings :** I have attached copies of the **two (2)** most recent consecutive pay stubs for every household member 18 years or older. If a member of my household is 18 years or older and is not employed, I have attached a notarized letter from him/her attesting to this fact.

N/A

or

Yes

Initial(s): _____

Initial(s): _____

Earnings (SELF EMPLOYED ONLY): I have attached copies of the most recent two years' federal income tax returns (including any attachments and amendments) and a **year-to-date profit and loss statement** for every self-employed household member 18 years or older.

N/A

or

Yes

Initial(s): _____

Initial(s): _____

15. I have attached the **two years most recent state and federal income tax returns** (including any attachments and amendments) for every household member 18 years or older. I have attached an **IRS Form 4506-T and confirmation from IRS** for every household member 18 years or older who did **not** file taxes in one or more of the previous two years. (IRS Forms 4506-T can be found on the web at www.irs.gov .)

Initial(s): _____

Initial(s): _____

16. I have attached proof for every household member **18** years or older who is a full-time student of his/her full-time student status in the form of: Letter from the Registrar, or other enrollment verification.

Initial(s): _____

Initial(s): _____

17. The following includes all persons who intend to reside at the Property including all purchasers of the unit. I am including their name(s), age(s), buyer or occupant status, relationship to me and their estimated current annualized gross income.

NAME A.	AGE B.	BUYER OR OCCUPANT C.	RELATIONSHIP TO HOMEBUYER D.	ESTIMATED CURRENT ANNUALIZED GROSS INCOME E.

18. I certify that my Household Size is (total number of entries in column A) _____.
 Initial(s): _____ Initial(s): _____

19. I certify that my combined Household Estimated Annual Income is (total of column E): _____.
 Initial(s): _____ Initial(s): _____

HOUSEHOLD ASSETS:

Please complete the chart below and attach supporting documentation (no more than 60 days old) for all assets held by each household member over the age of 18. Assets include but are not limited to the following: Checking or savings accounts, CDs, money market accounts, Treasury bills, stocks, bonds, securities, trust funds, gifts, pensions, IRAs, Keoghs, other retirement accounts, real estate, rental property, other real estate holdings, all property held as an investment, and safe deposit box contents (include the value). All accounts must include complete statements with all pages and list dividend and interest information if applicable.

Asset Limitation:

(A) For a household at or below the 80% of the area median income category, the combined total assets of the household cannot exceed \$75,000. For a household above the 80% of the area median income category, the combined total assets of the entire household cannot exceed \$100,000.

Government-approved college savings accounts and qualified retirement accounts, such as IRAs, Keogh plans, pension plans, and similar, that have been established at least six(6) months prior to applying for an affordable unit, are exempt from consideration as part of the household's total assets unless they are being liquidated. **However, documentation of these assets must still be submitted.**

(B) If a household has disposed of an asset for less than the fair market value during the two years preceding the filing of an application for affordable housing, then the BRA will count the asset as belonging to the applicant and will use its fair market value as part of the asset calculation.

Please also note that the information provided above only serves to determine for which units an applicant may qualify. Once a tenant is selected, formal income verification will be done by the developer or its agent in conjunction with the BRA.

20. I have completed the chart below and have attached complete account statements for **all** assets held by **each** household member.

Initial(s): _____

Initial(s): _____

<i>TYPE OF ACCOUNT OR ASSET</i>	<i>ACCOUNT NUMBER</i>	<i>ACCOUNT HOLDER'S NAME</i>	<i>BALANCE</i>	<i>DATE ACCOUNT OPENED</i>

*****Disclosure: If it is determined that all of an applicant's assets were not disclosed at the time of application, an applicant can be denied approval.**

*****Households that are determined to be ineligible cannot restructure their finances and reapply. There will be a two year waiting period to reapply for an affordable unit in the same income category after an applicant is deemed ineligible for being over the income/asset limit.**

******An applicant or household currently residing in an affordable unit who is not in compliance with the covenant for affordable unit requirements or income/asset limit for such affordable unit may not be eligible as an applicant for a different affordable Unit. The Authority reserves the right to deny approval of such applicant or household.**

Third-party verification: I authorize the BRA to verify the information contained in this Affidavit and _____ obtain additional information regarding me and my household that is pertinent to eligibility for BRA sponsored affordable housing. (Every member of the household 18 years or older must sign below).

Signature: _____

Signature: _____

Signature: _____

Signature: _____

21. **Expiration Date of Income Certification:** I understand that my BRA Certificate of Compliance, required at closing, is **valid for 90 days** from the date issued.

Initial(s): _____

Initial(s): _____

22. I understand that all original application documents will be shredded unless I make a written request for their return within seven (7) days of notification of ineligibility or withdrawal of application.

Initial(s): _____

Initial(s): _____

23. I understand that approval from any source other than the BRA **does not guarantee BRA income certification approval.**

Initial(s): _____

Initial(s): _____

24. I understand that Co-signers and Guarantors of mortgages or any lending instrument are not permitted unless they are co-buyers of the unit. In addition, I understand that I must obtain arms-length financing from a bank or mortgage company, and that I may not borrow money for the purchase from a family member, friend, or other private source.

Initial(s): _____

Initial(s): _____

Marketing Agent Initial(s) _____

25. **I declare under penalties of perjury that the information provided in this Affidavit of Eligibility is true, correct, accurate and complete in all respects.**

Initial(s): _____

Initial(s): _____

Signed, sealed and delivered on this _____ day of _____, 20__.

Note: All Buyers should sign this form and have their signatures notarized. Attach additional sheets, if necessary.

Buyer

Co-Buyer

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY, ss. _____, 20__

On this the ___ day of _____, 20__ , before me _____, the undersigned Notary Public, personally appeared _____,

proved to me through satisfactory evidence of identity, which was/were to be the person(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

BOSTON REDEVELOPMENT AUTHORITY

APPENDIX A: INCOME CERTIFICATION CHECKLIST
REQUIRED DOCUMENTS FOR AFFIDAVIT OF ELIGIBILITY

All applicable items on this list **must** be included in your income certification packet. **Incomplete applications will be returned to the marketing agent and will delay the processing of your request for affordable housing.**

All supporting paystubs, statements, utility bills, and other financial materials must be dated within 60 days of submission of the Affidavit. Submission of non-consecutive pay stubs or materials older than 60 days will result in the return of your application.

Required:

- Completed, signed, and notarized Affidavit of Eligibility
- "Certificate"- Acknowledgement of BRA Income Certification- Signed by applicant
- Disclosure Statement- Signed by applicant
- Current pre-approval letter listing purchase price and loan amount
- Two (2) **most recent consecutive** pay stubs must be submitted for purchaser(s) and all members of household 18 years or older (spouses are members of household, even if separated)
 - Current supporting information for all other sources of income (e.g., unemployment compensation, social security, self-employment), including all income reported on the most recent tax return.
 - If a household member **no longer receives** a source of income reported on the most recent tax return (e.g., no longer working for a particular employer), a letter signed by that person attesting to this fact must be submitted.
- Notarized letter from any household member 18 or older and unemployed stating that fact
- Two most recent **federal and state** tax returns **including all W-2s, attachments, and any amendments** for all members of the household over the age of 18.
- Form(s) 4506-T **and confirmation from IRS**(from www.irs.gov) for each member of the household 18 or older who did not file taxes in one or both of the last two years
- A year-to-date profit and loss statement for every member of the household 18 years old or older who is self-employed
- Proof of full-time student status for each member of the household who is 18 or older and a full time student (in the form of letter from the Registrar, or other enrollment verification).
- Complete statements for all assets owned by all members of the household, including but not limited to savings, retirement accounts, pensions, gifts, investments, real estate, all property held as an investment, and safe deposit box contents
 - All statements must include all pages and list information on **interest, dividends, and gains or losses**, if any. If a household member **no longer owns** an asset that generated income on the most recent tax return (e.g., if a bank account was closed), a signed letter by that person and supporting documents attesting to this fact must be submitted.
- If the purchaser or a member of the purchaser's immediate family (whether or not they are part of the household) is or has been an employee of the City of Boston within the last 12 months, a Disclosure of Appearance of Conflict of Interest Form must be filed. This can be

obtained from the marketing agent and filed with the City Clerk's office, City Hall, Rm. 601). Must be submitted for each such person.

- Copy of application submitted at time of lottery (Marketing Agent)

If applying for preferences:

- For the Urban Renewal Displacee preference, proof of that status, including a displacement notice or proof of residency at the time of displacement in the form of utility bills, voting record, record of birth or other official documentation
- For the Boston resident preference, the minimum acceptable proof of such shall include a copy of two (2) utility bills 1 from each utility company in your name dated within the last 60 days; e.g., (1)electric, (1) oil, (1) gas, or (1) telephone.

If utility bills cannot be provided the following documentation **must** be provided: current signed lease **AND EITHER** proof of voter registration from City of Boston Election Department **OR** proof of automobile insurance (showing the address where the car is garaged). An official letter from a shelter may also be accepted in lieu of a current signed lease.

- For the BRA-certified artist preference, a copy of the BRA Artist Certification letter

Once you have provided the marketing agent with **all** required documents, the marketing agent will send a cover letter stating the anticipated closing date or a copy of the Purchase and Sale Agreement with the completed package of documents to the BRA.

FAILURE TO SUBMIT COMPLETE INFORMATION WILL DELAY THE INCOME CERTIFICATION PROCESS. Please note that incomplete packages **will be returned** to the agent. To avoid this delay we are asking agents to review packages for completeness before submission to the BRA.

Exhibit E

DISCLOSURE STATEMENT BOSTON REDEVELOPMENT AUTHORITY Deed-Restricted Home Ownership Units

WHY ARE THERE SPECIAL CONDITIONS ON THE USE AND RESALE OF THESE HOMES?

The Boston Redevelopment Authority ("BRA") has made a commitment to provide affordable homeownership opportunities to Boston residents. Using public land, financing assistance, and relief from regulation, housing is made affordable by reducing the purchase price to below market values, thus reducing monthly mortgage payments and requiring lower down payments.

With this help, many families who could not afford to purchase a home in the private market will be able to own their own home. To preserve these benefits for future buyers, certain conditions are placed on the use and resale of the property. They are designed to balance the interests of initial and future owners in a fair way.

To ensure that these special use conditions are maintained, you will receive yearly monitoring letters from the BRA. Included in the letter will be an Affidavit of Owner Occupancy. You must sign and return the affidavit to the BRA within **twenty (20) business days**.

WHEN CAN I SELL MY HOME?

You may sell your home at any point after which you have notified the BRA of your plans to sell and have received your "**Maximum Resale Price**" from the BRA.

FOR HOW MUCH WILL I BE ABLE TO SELL MY HOME? WHAT IS MY MAXIMUM RESALE PRICE?

The sales price of your home must be **no more** than the Maximum Resale Price, and may be sold for less than the Maximum Resale Price in order to be available to an Eligible Purchaser. After notifying the BRA that you would like to sell your home, you will receive your Maximum Resale Price. The Maximum Resale Price is set in accordance with a formula that gives a fair return on your investment but keeps the house affordable to the next buyer. The BRA will calculate your Maximum Resale Price as follows:

The "Maximum Resale Price" - 3% Formula: Your initial purchase price will be multiplied by 3% per year for each year you lived in the home.

Adding the Cost of Home Improvements: Certain home improvement costs can be included in the Maximum Resale Price. Eligible costs include "capital improvements," as defined by the IRS, which significantly increase the value of your home, such as an addition. Routine repair and replacement costs are not eligible. These additional costs are limited to an annual increase of 1% of the purchase price. These costs must be properly documented at the time the property is sold. (NOTE: the full cost of additional bedrooms and some bathrooms may be added.)

TO WHOM CAN I SELL MY HOME?

When you sell your home, you must sell to a person whose income category is the same as yours at the time of your purchase of your home and whom the BRA has approved as an eligible buyer. For example, if you qualified as a moderate-income household below 80% of the Boston area median income, you must sell your home to another moderate-income household below 80%. You must also comply with the BRA's household size requirements in effect at the time of sale. To receive BRA approval on your potential buyer, the BRA must income certify the candidate similar to the way you were certified at the time you purchased the unit.

However, the BRA will also have the right to purchase the unit or to find a buyer to purchase the unit. This is called an Option to Purchase. The sales price will be the Maximum Resale Price. (If, in unusual cases, the market value is less than the Maximum Resale Price, the BRA will use an appraisal to determine the sales price.) If the BRA does not exercise its Option, you may sell your home to an eligible buyer, as described above, for a price that is within the Maximum Resale Price.

CAN I RENT MY HOME TO SOMEONE ELSE?

You must agree to live in this property as your principal place of residence. In no event are you allowed to rent the property in whole or in part to other person(s).

HOW LONG DO THESE RESTRICTIONS APPLY TO THE PROPERTY?

The use and resale restrictions described here apply to the property for fifty (50) years from the date of the initial purchase.

WILL I HAVE TO PAY CONDOMINIUM FEES?

When purchasing a BRA deed restricted unit, as with most condominium units, you may be required to pay periodic condo fees. Although the exact rate may not be determined at the time of purchase, the seller should be able to provide an estimate.

WHAT LEGAL DOCUMENTS DO I NEED TO REVIEW AND SIGN?

The unit restriction information in this document includes the most important items from the Covenant for Affordable Housing, recorded at the Suffolk Registry of Deeds along with the deed to your unit, a complete version of which is available to all lottery winners. If you are a lottery winner, you should review this document carefully before you sign a Purchase and Sale Agreement. At the closing, if you decide to purchase a deed-restricted unit, you will be required to execute a BRA Note and Mortgage to secure any penalties incurred if the affordability covenants are not followed. **AN ATTORNEY'S ADVICE WILL BE HELPFUL TO YOU IN REVIEWING THESE DOCUMENTS.**

I/We hereby acknowledge that I/we have read and understand this Disclosure Statement.

Execution at Time of Application for Deed-Restricted Housing

Witness:

, Applicant

, Applicant

Dated: _____

Reaffirmation at Title Closing

I/we have received and read a copy of the Covenant for Affordable Housing that is referenced on page 3 of this Disclosure Statement.

Witness:

, Buyer

, Buyer

Dated: _____

Exhibit F

BOSTON REDEVELOPMENT AUTHORITY NOTE

I, _____ (the "Borrower") of Unit #_____, 85-93 Willow Court, Dorchester, Massachusetts (the "Property"), in consideration of subsidies provided by the Boston Redevelopment Authority ("BRA"), enabling me to purchase the Property, the receipt of which is hereby acknowledged, [jointly and severally] promise to pay to the BRA, a public body politic and corporate, duly organized and existing pursuant to Chapter 121B of the Massachusetts General Laws, or order, the principal sum determined in Section 1 below.

1. Calculation of Principal. The principal sum payable hereunder is calculated as one hundred twenty percent (120%) of the positive difference, if any, between (a) the resale price of the Property and (b) the Maximum Resale Price for the Property, plus costs. For these purposes, any release of indebtedness by a mortgagee of the Property or otherwise made in connection with the conveyance of the Property shall be deemed to be consideration equivalent to a cash payment to the Borrower and shall be included in the resale price.
2. Subordination. The payment of principal hereunder shall be subordinate to the mortgage to _____ with respect to the Property in an original principal amount not to exceed the **Maximum Resale Price** as stated in the BRA Certificate recorded of even date herewith.
3. Maturity. This Note shall be due and payable in full upon any sale or transfer of the Property provided, however, that if the Borrower sells the Property in compliance with the terms and covenants contained or referenced in the Deed to the Property, then this Note shall be forgiven and shall be of no further force or effect; and further provided that all obligations hereunder shall terminate, and the principal hereunder forgiven, on the date which is fifty (50) years from the date hereof.
4. Security. This Note is secured by a Mortgage of even date on the Property to be duly recorded at the Suffolk County Registry of Deeds and Suffolk County Registry District of the Land Court, as appropriate.
5. Default; Acceleration; Costs. At the sole option of the BRA, and upon fifteen (15) days notice to any senior lien holder, this Note shall become due and payable without demand or further notice, upon the occurrence of any breach of the covenants and agreements contained or referenced herein or in any mortgage encumbering the Property not cured within applicable grace periods, including those contained in the Mortgage given in connection with this Note, the terms of which are expressly incorporated herein. The Borrower shall pay all costs and expenses of collection, including reasonable attorneys' fees, incurred or paid by the BRA in enforcing this Note or the obligations hereby evidenced, to the extent permitted by law.

6. Waiver by Borrower. The Borrower hereby waives presentment, demand for payment, notice of dishonor, and any and all other notices or demands in connection with the performance, default or enforcement of the Note.

7. No Waiver by BRA. No delay or omission by the BRA in exercising or enforcing any of the BRA's powers, rights, privileges, remedies, or discretions hereunder shall operate as a waiver thereof on that occasion nor on any other occasion. No waiver of default hereunder shall operate as a waiver of any other default hereunder, nor as a continuing waiver.

8. Assignment. Borrower's obligations hereunder may not be assigned without the prior written consent of the BRA.

9. Seal; Construction. This Note shall take effect as an instrument under seal and shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

WITNESS my hand and seal this ____day of _____, 20__.

Borrower

Witness

Exhibit G

BOSTON REDEVELOPMENT AUTHORITY MORTGAGE

THIS MORTGAGE (the "Mortgage") is made as of the ____ day of _____, 20__, between _____ of Unit # _____, 85-93 Willow Court, Dorchester, Massachusetts (the "Mortgagor") and the Boston Redevelopment Authority, a public body politic and corporate, duly organized and existing under Massachusetts General Laws Chapter 121B, as amended, with an address of One City Hall Square, Boston, Massachusetts 02201-1007 (the "Mortgagee").

To secure the repayment of the indebtedness evidenced by the Note of even date herewith, including any extensions, renewals, replacements and amendments thereof, and to secure the performance of the covenants, restrictions and agreements of the Mortgagor as set forth in the Note, in this Mortgage and in all other documents now or hereafter executed by the Mortgagor incident to Mortgagor's purchase of the Premises, the Mortgagor hereby GRANTS AND CONVEYS to the Mortgagee WITH MORTGAGE COVENANTS the property known as Unit # _____, being a condominium unit in the _____ ("Condominium"), said Unit and property being more fully described in Exhibit A attached hereto.

Together with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil, and gas rights and profits, water, water rights, and water stock, and all fixtures of whatever kind or nature, now or hereafter attached to the property, all of which, including replacements and additions thereto shall be deemed to be and remain a part of the property conveyed by the Mortgage and all the foregoing, together with said property are hereafter referred to as the "Property".

Mortgagor covenants that mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property, and that Mortgagor will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements, or restrictions of record.

1. Mortgagor's Covenants. The Mortgagor for itself and its successors and assigns, covenants and agrees as follows:

- a. To perform and observe all of the covenants, restrictions and conditions of this Mortgage and of the Note referenced above, the terms of which are expressly incorporated herein;
- b. To keep the Property in such repair and condition as they may be put in while this mortgage is outstanding, and not to commit, permit or suffer any waste, impairment or deterioration of the property or any part thereof;

c. Not to use or permit the Property to be used in violation of any law or municipal ordinance or regulation or for any unlawful or improper purpose;

d. That in the event the ownership of the Property, or any part thereof, becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to the mortgage and the debt hereby secured and in the same manner as with the Mortgagor, without in any vitiating or discharging the Mortgagor's liability hereunder or upon the debt hereby secured. Except as herein provided, no sale of the premises hereby mortgaged and no forbearance on the part of the Mortgagee and no extension whether oral or in writing of the time for the payment of the debt hereby secured given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein, either, in whole or in part;

e. To pay when due all taxes, charges, assessments and all water and sewer charges assessed on the Property;

f. To keep the Property insured against fire and such other hazards;

g. At the sole option of the Mortgagee, the entire mortgage debt shall become due and payable upon fifteen (15) days notice to the Borrower and to any senior lien holder, without demand or further notice, upon an Event of Default as defined below;

h. The following shall constitute an Event of Default for which the Mortgagee shall have the STATUTORY POWER OF SALE:

(i) Any breach of the covenants and agreements contained or referenced herein;

(ii) in the event that the ownership of the Property, or any part thereof, shall become vested in any other person or persons without the prior consent of the Mortgagee;

(iii) in the event Mortgagor is declared in default of any other valid mortgage lien on the Property;

(iv) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy or insolvency laws by or against the Mortgagor or any endorser or guarantor hereof; or

(v) levy, seizure or attachment of the Property.

2. Headings. The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Mortgage.
3. Forbearance by Mortgagee Not a Waiver. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage.
4. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.
5. Severability. In the event that any provision or clause of this Mortgage conflicts with applicable law such conflict shall not affect other provisions of the Mortgage, which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage are declared to be severable.
6. Waiver; Amendment. No term or provision of this Mortgage may be waived or amended except by an instrument in writing and signed by the party against whom enforcement is sought.
7. Assignment; Assumption. This Mortgage and Mortgagor's obligations hereunder may be assigned to and assumed by a successive owner of the Property only upon the express written consent of the Mortgagee.
8. Discharge. Upon payment of all sums secured by this Mortgage then Mortgagee shall discharge this Mortgage. Such release shall be provided without cost to Mortgagor. Mortgagor shall pay all costs of recording, if any.
9. Subordination. Mortgagee agrees that this mortgage shall be subordinate to the mortgage to _____ in the amount not to exceed the **Maximum Resale Price** as stated in the BRA Certificate recorded of even date herewith.
10. Construction of Agreement. Wherever the words "Mortgagor" and "Mortgagee" are used herein they shall include the successors, grantees and assigns of the parties named above, subject to the limitations of law and this instrument. The words "holder" and "holder hereof", as used herein, shall mean the Mortgagee named at the beginning of this instrument, and any subsequent holder or holders of this Mortgage. No term or provision of this Mortgage may be waived or amended except by an instrument in writing and signed by the party against whom enforcement is sought.

All covenants and agreements of Mortgagor shall be joint and several. Whenever used, the singular number shall include the plural, the plural number shall include the singular and the use of any gender shall include all genders and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

This Mortgage shall be governed and construed in accordance with the law of the Commonwealth of Massachusetts, and shall take effect as a sealed instrument.

WITNESS the execution hereof under seal as of this ___ day of _____, 20__.

Mortgagor:

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, 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.

Notary Public
My Commission Expires:

EXHIBIT 3

MASSACHUSETTS EXCISE TAX
Suffolk County District ROD # 001
Date: 06/01/2017 02:04 PM
Stip# 170157 17451 Doc# 00047217
Fee: \$ 0.032.04 Cons: \$2,200,000.00



2017 00047217
Bk: 58020 Pg: 47 Page: 1 of 3
Recorded: 06/01/2017 02:04 PM
ATTEST: Stephen J. Murphy, Register
Suffolk County Registry of Deeds

CANCELLED

QUITCLAIM DEED

Income Source, LLC, a Massachusetts Limited Liability Company having an address of, 839 ALBANY STREET. BOSTON. MA 02119 for consideration paid, and in full consideration of **TWO MILLION, TWO HUNDRED THOUSAND (\$2,200,000.00)** dollars, *grants to*, **Eighty Five Willow Court, LLC**, a Massachusetts Limited Liability Company, with a business address of 17 Mill Run Road, Boxford, MA,

WITH QUITCLAIM COVENANTS

The following parcels: 85 Willow Court, Dorchester, MA 02125

Parcel 1.

A certain parcel or land, known as with the buildings thereon situated in that part of Boston, Suffolk County, Massachusetts, called Dorchester, being lot marked "C" on a Plan of Property in Dorchester, Mass." made by Henry C. Mildram, Real Estate Engineer, dated May 8, 1946, duly recorded with Suffolk Deeds Book 6139, Page 133 and bounded and described as follows:

- SOUTHWESTERLY: by Willow Court, twenty-seven and 10/100 (27.10) feet;
- NORTHWESTERLY: by lot "B" on said plan, sixty-three and 85/100 (63.85) feet;
- NORTHEASTERLY: by land now or formerly of R. J. Croatti, twenty-five (25.00) feet.
- SOUTHEASTERLY: by Baker Court, sixty- three and 50/100 feet (63.50)

Containing sixteen hundred and fifty-nine (1,659.00) square feet according to said plan

The premises are conveyed subject to and with the benefit of all easements restrictions, rights of way, takings, reservations, exceptions, and covenants contained in the deed to the Grantor herein and in all other instruments of record, to the extent now in force and applicable, but not intending hereby to recreate or extend restrictions, exceptions and covenants previously terminated or expired.

Meaning and intending to convey all the Grantor's right, title and interest in and to all the same premises conveyed to the Grantor here by deed dated November 11, 2014 and recorded with the Suffolk Registry of Deeds in Book 53949, Page 294 on November 14, 2014.

85 Willow Ct., 91 Willow Ct., 93 Willow Ct. & 4 Baker Ct.
Dorchester

3

Parcel 2. 91 Willow Court, Dorchester, Massachusetts, 02125

A certain parcel of land with the buildings thereon and designated as Parcel 2 under the said license of the Suffolk Probate Court, situated in that part of Boston called Dorchester, being marked as lot "B" on a "Plan of Property in Dorchester, Mass." dated May 8, 1946 bounded and described as follows:

- Southwesterly: by Willow Court, thirty five and fifteen hundredths (35.15) feet;
- Northwesterly: by Lot "A" on said plan, sixty-eight and three hundredths (68.03) feet;
- Northeasterly: by land now or formerly of Croatti, eighteen and eighteen hundredths (18.18) feet;
- Southeasterly: by land now or formerly of said Croatti, three and sixty hundredths (3.60) feet;
- Northeasterly: again by land now or formerly of Croatti, thirteen (13) feet;
- Southeasterly: again by Lot "C" on said plan, sixty-three and eighty-five hundredths (68.85) feet to Willow Court.

Meaning and intending to convey all the Grantor's right, title and interest in and to all the same premises conveyed to the Grantor by deed of Patrick Cibotti dated November 11, 2014 and recorded in the Suffolk Registry of Deeds in Book 53949, Page 297 on November 14, 2014.

Parcel 3. 93 Willow Court, Dorchester, MA, 02125

A certain parcel or land, known as with the buildings thereon situated in that part of Boston, Suffolk County, Massachusetts, called Dorchester, being lot marked "A" on a Plan of Property in Dorchester, Mass." made by Henry C. Mildram, Real Estate Engineer, dated May 8, 1946, duly recorded with Suffolk Deeds Book 6139, Page 133 and bounded and described as follows:

- NORTHWESTERLY: by land now or formerly or N. Y., N. H. an H. RR. Co., sixty-eight and fifty hundredths (68.50) fret;
- NORTHEASTERLY: by land now or formerly or R.J. Croatti, thirty-five and twenty-eight hundredth (35.28) feet;
- SOUTHIEASTERLY: by Lot "B" as shown on said plan, sixty-eight and three hundredth (68.03) feet:
- SOUTHWESTERLY: and by Willow Court, twenty-nine and fifteen hundredths (29.15) feet.

Containing according to said plan 2,197 square feet more or less.

Meaning and intending to convey all the Grantor's right, title and interest in and to all the same premises conveyed to the Grantor by deed of Patrick Cibotti dated November 11, 2014 and recorded in the Suffolk Registry of Deeds in Book 53949, Page 300 on November 14, 2014.

Parcel 4. 4 Baker Court, Dorchester, MA, 02125

The land with building thereon situated on what is now called Baker Court and being the premises presently known as 4 Baker Court in the Dorchester district of Boston, and bounded described as follows:

Beginning at a point on Baker Place at the Southeast corner of the conveyed premises, thence running SOUTHWESTERLY thirty-six and 10/100 (36.10) feet to a corner of the land formerly of Mary A. Hayes ,

thence turning and running NORTHWESTERLY thirty-eight (38) feet to a corner;

thence turning and running NORTHEASTERLY three and 6/10 (3.6) feet to a corner;

thence turning and running NORTHWESTERLY fifty-three and 41/100 (53.41) feet to a corner to land now or formerly of South Bay Improvement Co.

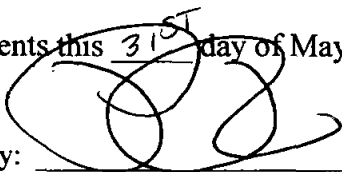
thence turning and running again NORTHEASTERLY thirty-one (31) feet to a corner;

thence turning and running SOUTHEASTERLY ninety-one and 4/10 (91.4) feet to said Baker Place and the point of beginning.

Meaning and intending to convey all the Grantor's right, title and interest in and to all the same premises conveyed to the Grantor by deed of Patrick Cibotti dated November 11, 2014 and recorded in the Suffolk Registry of Deeds in Book 53949, Page 303 on November 14, 2014.

The above conveyances do not represent all the Grantor's assets in the Commonwealth of Massachusetts, and the Grantor is not taxed as a corporation in the fiscal year associated with this conveyance for federal or state tax purposes

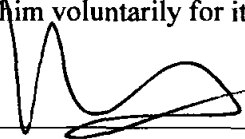
Executed as a sealed instruments this 31ST day of May, 2017.

By: 
Name: Patrick W. Cibotti
Title: Manager

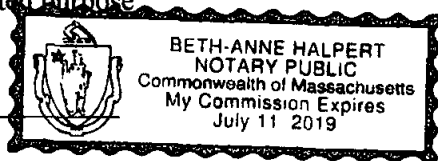
COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this 31ST day of May, 2017, before me, the undersigned Notary Public, personally appeared the above-named Patrick W. Cibotti, Manager of Income Source, LLC, proved to me by satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose



Notary Public



My commission expires:

EXHIBIT 4

Suffolk County Registry of Deeds

Electronically Recorded Document

This is the first page of the document - Do not remove

Recording Information

Document Number	: 23962
Document Type	: UD
Recorded Date	: March 24, 2020
Recorded Time	: 02:06:12 PM
Recorded Book and Page	: 62726 / 74
Number of Pages(including cover sheet)	: 5
Receipt Number	: 813421
Recording Fee (including excise)	: \$3,798.44

 MASSACHUSETTS EXCISE TAX
 Suffolk County District ROD # 001
 Date: 03/24/2020 02:06 PM
 Ctrl# 199008 15654 Doc# 00023962
 Fee: \$3,643.44 Cons: \$799,000.00

Suffolk County Registry of Deeds
Stephen J. Murphy, Register
24 New Chardon Street
Boston, MA 02114
617-788-8575
Suffolkdeeds.com

UNIT DEED

GRANTOR: Eighty Five Willow Court LLC, a Massachusetts limited liability company with a principal place of business at 17 Mill Run Road, Boxford, Massachusetts

GRANTEE: Marc Vincent Palmeri and Debora Ann Roaquin, as husband and wife tenants by the entirety, now of 85 Willow Court, Unit 304, Boston, Massachusetts

UNIT: 304

PARKING SPACE: 7

PERCENTAGE INTEREST: 5.92%

CONSIDERATION: \$799,000.00 (SEVEN HUNDRED NINETY-NINE THOUSAND and XX/100 Dollars)

POST OFFICE ADDRESS: 85 Willow Court, Unit 304, Boston, MA

GRANTOR, the owner of UNIT No. 304 in The 85 Willow Court Condominium, created by the Master Deed dated April 3, 2019, and recorded with the Suffolk Registry of Deeds on April 10, 2019, as Instrument #25863, in Book 60955, Page 185, as such may be amended by instruments of record, in accordance with the provisions of M.G.L. Chapter 183A, for the CONSIDERATION paid as state above, hereby grants Unit No. 304 to the GRANTEE with QUITCLAIM COVENANTS.

The UNIT is laid out as shown on a plan recorded with the said Master Deed and to which is affixed a verified statement in the form provided for in M.G.L. Chapter 183A, Section 9, a portion of which is attached hereto.

The UNIT conveyed together with a 5.92% PERCENTAGE INTEREST in the common areas and facilities of The 85 Willow Court Condominium as described in the Master Deed, and in The 85 Willow Court Condominium Trust, recorded with the said Master Deed in said Registry of Deeds, as such may be

Property Address: 85 Willow Court, Unit 304, Boston, MA

amended by instruments of record, and with the exclusive rights and easements as described in said Master Deed.

The UNIT is also conveyed with the right and easement to the exclusive use of Parking Space No. 7, as set forth in the Master Deed and shown on the plans recorded with the Master Deed, as amended of record.

The GRANTEE acquires the UNIT with the benefit of, and subject to, the provisions of M.G.L. Chapter 183A, relating to condominiums, as that statute is written as of the date hereof, the Master Deed and the Condominium Trust referred to above as the same may be amended, and any by-laws and rules and regulations from time to time adopted thereunder, and all matters of record stated or referred to in the Master Deed as completely as if each were fully set forth herein; and subject to real estate taxes attributable to the UNIT which are not due and yet payable.

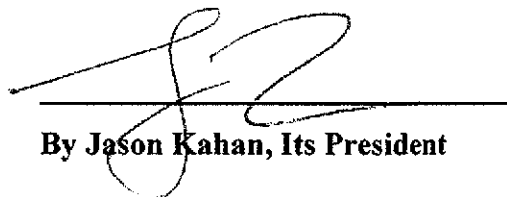
This transfer does not constitute all or substantially all of the assets of the limited liability company in the Commonwealth of Massachusetts.

Meaning and intending to convey a portion of the premises conveyed to GRANTOR by deed dated May 31, 2017 and recorded with the Suffolk Registry of Deeds in Book 58020, Page 47.

EXECUTED as a sealed instrument this 17th day of March, 2020.

Eighty Five Willow Court, LLC

By: Box Capital Inc., It's Manager

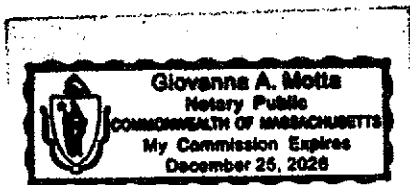

By Jason Kahan, Its President

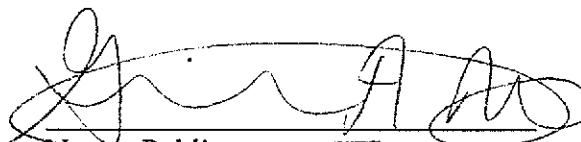
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

¹⁷
March, 2020

On this 17 day of March, 2019, before me, the undersigned notary public, personally appeared Jason Kahan, President of Box Capital Inc, Manager of Eighty Five Willow Court LLC, and proved to me through satisfactory evidence of identification, which was his Mass. driver's license to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Eighty Five Willow Court LLC.





Notary Public:
My Commission Expires: 12/25/2020

WITNESS my hand and seal this 17th day of March, 2020.

Eighty Five Willow Court, LLC

By: Box Capital Inc., It's Manager

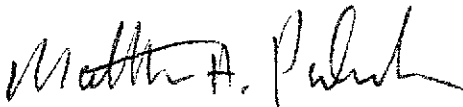

By Olga Bassa, Its Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex ss.

March, 2020

On this 20th day of March, 2020 before me, the undersigned notary public, personally appeared Olga Bassa, Treasurer of Box Capital Inc, Manager of Eighty Five Willow Court LLC, and proved to me through satisfactory evidence of identification, which was his Mass. driver's license to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Eighty Five Willow Court LLC.


Notary Public: MATTHEW A. PALUMBO
My Commission Expires: AUG 28, 2020

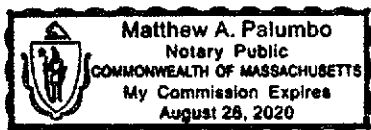


EXHIBIT 5



2019 00025863
Bk: 60955 Pg: 185 Page: 1 of 16
Recorded: 04/10/2019 03:13 PM
ATTEST: Stephen J. Murphy, Register
Suffolk County Registry of Deeds

**MASTER DEED
OF
THE 85 WILLOW COURT CONDOMINIUM**

Eighty Five Willow Court, LLC, a Massachusetts Limited Liability Company, with a principal place of business located at 17 Mill Run Road, Boxford, MA 01921, (hereinafter called the "Declarant"), being the sole owner of the premises in Boston, Suffolk County, Massachusetts, hereinafter described, by duly executing and recording this Master Deed does hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and propose to create with respect to said premises a condominium (the "Condominium") to be governed by and subject to the provisions of Chapter 183A, and to that end declare and provide the following:

1. NAME. The name of the Condominium shall be:

The 85 Willow Court Condominium

2. DESCRIPTION OF LAND. The premises which constitute the Condominium consist of 4 parcels of land known as and numbered 85 Willow Court, Boston, Massachusetts; 91 Willow Court, Boston, Massachusetts; 93 Willow Court, Boston, Massachusetts; 4 Baker Court, Boston, Massachusetts, such land being the land conveyed to the Declarant by deed dated May 31, 2017 and recorded at Suffolk District Registry of Deeds, Book 58020 Page 47, as described in Exhibit A attached hereto.

3. DESCRIPTION OF THE BUILDING. The Condominium consists of one Building, (the "Building") approximately one year old and made of steel and concrete construction, having four stories over a steel podium, which includes a covered parking garage ("Garage") containing twenty-one (21) parking spaces. The mechanical equipment and meters for each of the Units are located on their respective floors.

4. DESIGNATION OF CONDOMINIUM UNITS. All Units are to be used for residential purposes only. The Building known and numbered as 85 Willow Court contains fourteen (14) individual residential units (the "Units"), as are more particularly described as to designation, location, number of rooms, approximate area, immediately accessible Common Areas and Facilities and the percentage interest in the Common Areas and Facilities in Exhibit B attached hereto and the floor plans, consisting of ___ pages and entitled "Floor Plans for 85

2019 177
②

Willow Court, Boston, MA" by _____, of _____, Massachusetts dated _____ to be recorded herewith.

5. BOUNDARIES OF THE UNITS. The floor, ceiling, wall and other boundaries of each of the Units are as follows:

- (a) Floors: The upper surface of the rough sub-flooring material (rough board, particle board, interior plyscore, or other, as the case may be),
- (b) Ceiling: The plane of the lower surface of the ceiling joists; and the plane of the lower surface of the roof rafters, where applicable,
- (c) Interior Building Walls Between Units: The plane of the surface of the wall studs facing such Unit,
- (d) Exterior Building Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs; as to doors, including any storm doors, the exterior surface thereof and of the door frames; and as to windows, the exterior surface of the glass and of the window frames.
- (e) Exterior Glass Portion of Curtain Wall: The side of the glass facing the interior of the Unit;
- (f) Each Unit is serviced by its own air-conditioning unit and heat component, whether or not located within the designated boundaries of such Unit.

6. COMMON AREAS AND FACILITIES. The Common Areas and Facilities of the Condominium shall consist of the following to the extent that the same are not included within a Unit or Units:

- (a) The land, together with the benefit of and subject to all rights, easements, restrictions and agreements of record so far as the same may be in force;
- (b) The walkways and other improvements on the land, including, without limitation, walls, railings, steps, lighting fixtures, and similar facilities in each case, when completed;
- (c) The foundations, chimneys, structural columns, bearing walls, girders, lintels,

beams, plates, supports, braces, exterior walls, roof, entrances and exits of the Building, common walls within the Building and the eaves in the Building between the floor boundary of a Unit above the ceiling boundary of a Unit below;

(d) the mailboxes, fire extinguishers, stairways, the bulkhead, the parking garage, basement and any other areas not contained within a Unit;

(e) Installations of central service equipment providing power, light, water disposal and television signal reception, including all equipment attendant thereto, all smoke detection and fire alarm systems, sprinkler systems, all conduits, junction boxes, chutes, ducts, plumbing, wiring, flues, and other facilities for the furnishing of utility services or waste removal contained in the Building and all such facilities contained within any Unit, which serve parts of the Building other than the Unit within which such facilities are contained (but specifically excluding equipment contained within and serving a single Unit), together with an easement of access thereto for maintenance, repair and replacement;

(f) Such additional common areas and facilities as may be defined in Chapter 183A, except as otherwise provided or stipulated herein.

(g) If any chutes, flues, ducts, conduits, wires, bearing walls or columns, or any other apparatus, lies partially within and partially outside of the designated boundaries of a Unit, any portion thereof serving only that Unit shall be deemed a part of that Unit; any portion thereof serving more than one Unit shall be General Common Elements.

(h) All Units shall have the exclusive right and an easement to use the "Private Deck to which the Units have direct access and as shown on the Plan recorded herewith. (i) Each Unit

Owner shall be entitled to an undivided interest in the Common Areas and Facilities in the percentage set forth in Exhibit B for such Unit. Such percentage is based on the approximate relation that the fair value of the Unit on the date of this Master Deed bears to the aggregate fair value of all of the Units. Each Unit Owner shall be subject to (i) the terms and provisions of this instrument and of the By-Laws of The 85 Willow Court Condominium Trust (hereafter "Condominium Trust"), as defined and described in Section 11 hereof, (ii) rules and regulations promulgated pursuant thereto with respect to the use thereof, and (iii) the timely making of the payments required to be made in connection therewith.

(j) The Declarant reserves for itself the exclusive right and easement to convey to a Unit Owner or the Condominium Trust, one or more exclusive rights and easements to use one or more

parking spaces located in the Condominium Garage, as shown on the Plans. . The Garage shall be operated as a self-parking garage and each user of a Parking Space ("Parker") must have a Garage access card assigned to him/her/it, which access card may not be transferred to any other party except to the purchaser of a Unit. All Parkers must notify the Trustees of the make, model, color, license plate and registration information of any motor vehicle to be parked in its assigned Parking Space. The Trustees shall have the power to adopt reasonable rules and regulations regarding the operation of the Garage and the use of Parking Spaces, including, without limitation, the size of vehicles utilizing the Garage. Except with respect to a mortgagee (or its successors taking title by foreclosure or deed in lieu of foreclosure), to levy fines against any Parker who (i) violates said rules and regulations; (ii) violates the provisions of this Master Deed, or any applicable Legal Requirements (hereinafter defined); (iii) fails to provide such vehicle registration documentation as may be requested by the Trustees or required by any applicable governmental authority; (iv) fails to park his/her/its motor vehicle in the assigned Parking Space; or (v) fails to pay any charges and/or assessments applicable to such Parking Space.

(a) Each Parker shall bear all risks, including theft and vandalism, with respect to such Parking Space and any motor vehicle parked in the Garage.

(b) Parkers shall have an easement to access the Garage through the Garage door. The Trustees shall have an easement, as appurtenant to the Common Elements, to access all portions of the Garage in order to supervise the operation of the Garage as described herein.

7. ENCROACHMENTS. If any portion of the Common Areas and Facilities now or hereafter encroaches upon any Unit, or if any Unit now or hereafter encroaches upon any other Unit or upon any portion of the Common Areas and Facilities as a result of settling of the Building, or a Unit therein, or the alteration or repair of the Common Areas and Facilities of the Building or a Unit therein, a valid easement shall exist for such encroachment and for the maintenance of the same as long as the Building and/or Unit exists.

8. FLOOR PLANS. The floor plans of the Building referred to above and recorded herewith bear the certification of a registered architect or surveyor, certifying that the plans fully and accurately depict the Units and Common Areas and Facilities, as-built.

9. RESTRICTIONS ON USE OF UNITS. Unless otherwise permitted by

instrument in writing duly executed by the Trustees of the Condominium Trust pursuant to provisions of the By-Laws thereof;

(a) No such Unit shall be used for any purpose other than as a dwelling for one family or by not more than two (2) unrelated persons per bedroom. A Unit may be used as a home office, subject to the applicable provision of the City of Boston Zoning Code, Ordinances or variances or special permits issued pursuant thereto. The word "family" means any group of persons related by blood, marriage, adoption or other legally established from-of family relationship.

(b) No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of the Condominium Trust and regulations which may be adopted pursuant thereto.

(c) The architectural integrity of the Building and the Units shall be preserved without modification, and to that end, without limiting the generality of the foregoing, no porch/deck enclosure, awning, screen antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Unit or any part thereof; no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior Unit Door, or door frames shall be made, and no painting or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window; provided, however, that the provisions of this subparagraph (c) shall not restrict the right of any Unit Owner to decorate the interior of his Unit as he may desire so long as such Unit Owner shall in no way whatsoever alter, remove or otherwise modify any structural component of his Unit.

(d) Up to two common household pets, such as dogs and cats, may be kept in each Unit. The owner of a pet assumes fully liability for all damage to persons or property caused by such pet. All dogs must be licensed by the proper authorities, and properly and fully inoculated. The Unit Owner shall indemnify the Condominium Trust and hold it harmless against any loss or liabilities of any kind or character whatsoever arising from or growing out of having any pet or animal in a Unit or other portions of the Condominium. Upon written complaint of any Unit Owner to the Trustees that a pet kept in any Unit is a nuisance, the Trustees may prohibit the presence of said pet within the Condominium. No such action of the Trustees shall be taken

without a meeting, at least three (3) business days' written notice of which has been given to the Unit Owner responsible for said pet, and the opportunity of said Trustees' meeting for the Unit Owner responsible for the pet to be heard.

- a. All pets must be under fifty (50) pounds each.
- b. The following breeds or mixed breeds are not permitted: Staffordshire Terriers, American Bulldogs, Pitbulls, Doberman Pinschers, Rottweilers, Akitas, Chows, Huskies, Mastiffs, Cane Corsos, German Shepards, Alaskan Malamutes, Great Danes, Presa Canarios, Siberian Huskies, and Wolf-hybrids.

(e) Units may be rented or leased for the purposes set forth herein for terms of not less than one (1) year, and no Unit shall be used or rented for transient purposes. All rental agreements or leases must be in writing. All rentals, or leases of Units shall be subject to Chapter 183A, the Condominium Documents, Legal Requirements (hereinafter defined), and all tenants or occupants of Units shall be obligated to observe all of the provisions thereof. The Trustees reserve the right to restrict the number of Units that may be leased at any one time to the maximum number of Units allowed to be leased by the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or other secondary mortgage market participant, in order to permit mortgages of the Units to be eligible for purchase on the secondary market. Notwithstanding the foregoing, until the Declarant or a successor declarant has sold and conveyed all of the Units, (i) the Declarant or its successors may, notwithstanding the provisions of hereof, rent, lease or license Units, furnished or unfurnished, for any term, (ii) use any Units owned by the Declarant as models for display for purposes of sale or leasing of Units and (iii) the provisions of Sections 9.G., shall not apply to Declarant or any such successor declarant.

(f) Smoking is prohibited in the Condominium Units, Common Areas and Facilities, and exclusive use areas or Limited Common Areas.

(g) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, shall be conducted, maintained or permitted in any Unit except as expressly permitted herein. The right to place any "For Sale," "For Rent" or "For Lease" signs on any unsold or unoccupied Units is reserved for the Declarant, and accordingly, no Unit Owner of any Unit shall maintain or permit such signs or other window displays or advertising on any part of the Condominium or in any Unit.

(h) No Unit or other portion of the Condominium shall be used for any purpose prohibited by any applicable law, order, rule, regulation, permit or approval of any court, governmental entity

or governmental agency of competent jurisdiction (hereinafter collectively referred to as "Legal Requirements"). Compliance with all Legal Requirements shall be accomplished by and at the sole cost and expense of the Unit Owners. Each Unit Owner shall give prompt notice to the Trustees of any written notice it receives of any violation of any Legal Requirements affecting its Unit or the Condominium.

(i) In keeping with the operation of the Condominium as a first-class facility, no Unit Owner shall cause or permit to exist in any portion of its Unit or the Condominium, any nuisance, offensive noise, odor or fumes, or any condition reasonably likely to prove hazardous to health or in violation of any Legal Requirements or Rules and Regulations.

The restrictions set forth in paragraphs (a) through (i) above shall be for the benefit of all of the Unit Owners and the Condominium Trust and (i) shall be administered on behalf of said Owners by the Trustees of the Condominium Trust, (ii) shall be enforceable solely by the Trustees, insofar as permitted by law, (iii) may be waived in specific cases by such Trustees and (iv) shall, insofar as permitted by law, be perpetual, and, to that end, may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph except such as occur during his or her ownership of a Unit.

10. AMENDMENTS. The Master Deed may be amended by an instrument in writing (i) signed by the Unit Owners entitled to Sixty Seven (67%) of the undivided interest in the Condominium Trust, and (ii) signed and acknowledged by all of the Trustees of the Condominium Trust and (iii) duly recorded with the Suffolk District Registry of Deeds, PROVIDED, HOWEVER, that:

(a) The date of which any such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof, and no such instrument shall be of any force or effect unless the same shall have been so recorded within six (6) months after such date;

(b) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the Unit Owner of the Unit so altered;

(c) No instrument of amendment which alters the percentage of the undivided interest in and to the Common Areas and Facilities to which any Unit is entitled shall be of any force or effect unless the same has been signed by all Unit Owners and said instrument as an Amended Master Deed.

(d) No instrument of amendment which purports to alter or redefine the property defined herein as Common Areas and Facilities shall be of any force or effect.

(e) No instrument of amendment affecting any Unit upon which there is a first mortgage of record held by a bank or insurance company or a purchase money second mortgage held by the Declarant or his heirs or assigns shall be of any force or effect unless the same shall have been assented to by the holder of such mortgage; and

(f) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A of the General Laws of Massachusetts shall be of any force or effect.

(g) Notwithstanding anything to the contrary herein, so long as the Declarant owns any Unit in the Condominium, the Declarant shall have the right, at any time, and from time to time, to amend this Master Deed without the consent of any Unit Owners or any of the Trustees of the Condominium Trust, to meet the requirements of any governmental or quasi-governmental body or agency, or the requirements of any insurance company or insurance underwriting office or organization, or the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the secondary mortgage market, or any lender, or to correct typographical or clerical errors, or to cure any ambiguity, inconsistency or formal defect or omission.

11. MANAGING ENTITY. The entity through which the Unit Owners will manage and regulate the Condominium established hereby is the 85 Willow Court Condominium Trust, under a Declaration of Trust (including the By-Laws) of even date and recorded herewith. Such Declaration of Trust establishes a trust for the benefit of all Unit Owners in which each Unit Owner shall have a beneficial interest and membership in proportion to its percentage of undivided interest in the Common Areas and Facilities to which such Owner is entitled hereunder. The names and addresses of the original and present Trustee thereof is as follows:

Jason Kahan, Trustee of
85 Willow Court Trust
17 Mill Run Road
Boxford MA 01921

Such Trustee has enacted By-Laws pursuant to and in accordance with provisions of Chapter 183A of the General Laws of Massachusetts.

12. GENERAL LAWS CHAPTER 183A. The Units, the common areas and facilities, and the Unit Owners and Condominium Trustees shall have the benefit of and be subject to the provisions of said Chapter 183A of the General Laws of Massachusetts, as from time to time amended, and in all respects not specified in this Master Deed or in said Declaration of Trust of The 85 Willow Court Condominium Trust and the By-Laws set forth therein, shall be governed by provisions of said Chapter 183A as from time to time amended, in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to improvements and rebuilding of common areas and facilities, and with respect to removal of the Condominium premises or any portion thereof from the provisions of said Chapter 183A.

13. MORTGAGE PROVISIONS. Reference is hereby made to Article VII of the Condominium Trust, which is hereby incorporated herein by this reference and made a part hereof.

14. INVALIDITY. The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

15. WAIVER. No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

16. CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Master Deed nor the intent of any provisions hereof.

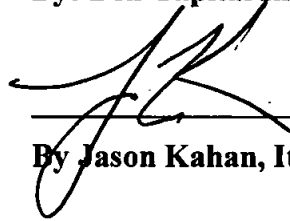
17. DEFINITIONS. All terms and expressions herein used which are defined in Section 1 of Chapter 183A shall have the same meanings herein unless the context otherwise requires.

18. CONFLICTS. This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of Massachusetts in effect upon the date of execution of this Master Deed and any future amendments thereto which are specifically made retroactive in application. In case any provisions stated within this Master Deed are in conflict with the provisions of said statute, the provisions of said statute shall control.

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WITNESS my hand and seal this 3rd day of April, 2019.

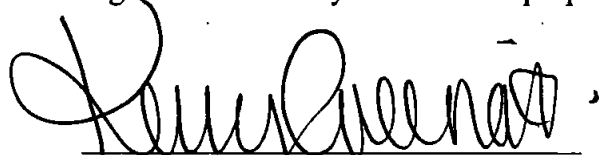
Eighty Five Willow Court, LLC
By: Box Capital Inc., It's Manager


By Jason Kahan, Its President

COMMONWEALTH OF MASSACHUSETTS

Middlesex ss. April, 2019

On this 3rd day of April, 2019, before me, the undersigned notary public, personally appeared Jason Kahan, President of Box Capital Inc, Manager of Eighty Five Willow LLC, and proved to me through satisfactory evidence of identification, which was his Mass. driver's license to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Eighty Five Willow Court LLC.

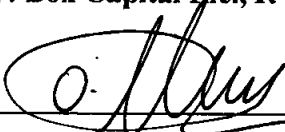

Notary Public:
My Commission Expires: 6/18/21



WITNESS my hand and seal this 8 day of April, 2019.

Eighty Five Willow Court, LLC

By: Box Capital Inc., It's Manager



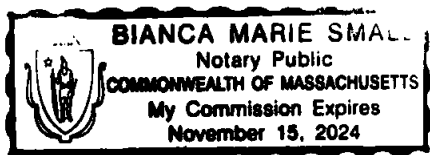
By Olga Bassa, Its Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex ss.

April 8, 2019

On this 8 day of April, 2019, before me, the undersigned notary public, personally appeared Olga Bassa, Treasurer of Box Capital Inc, Manager of Eighty Five Willow LLC, and proved to me through satisfactory evidence of identification, which was his Mass. driver's license to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Eighty Five Willow Court LLC.



Bianca Marie Small
Notary Public: Bianca Marie Small
my Commission Expires - 11/15/24

**EXHIBIT A
DESCRIPTION**

**Property Address: 85 Willow Court, Boston, MA
91 Willow Court, Boston, MA
93 Willow Court, Boston, MA
4 Baker Court, Boston, MA**

Parcel 1: 85 Willow Court, Dorchester, MA, 02125

A certain parcel of land, known as with the buildings thereon situated in that part of Boston, Suffolk County, Massachusetts, called Dorchester, being lot marked "C" on a Plan of Property in Dorchester, Mass." made by Henry C. Mildram, Real Estate Engineer, dated May 8, 1946, duly recorded with Suffolk County Deeds Book 6139, Page 133 and bounded and described as follows:

Southwesterly: by Willow Court, twenty-seven and 10/100 (27.10) feet;
Northwesterly: by lot "B" on said plan, sixty-three and 85/100 (63.85) feet;
Northeasterly: by land now or formerly of R.J. Croatti, twenty-five (25.00) feet.
Southeasterly: by Baker Court, sixty-three and 50/100 (63.50) feet

Containing sixteen hundred and fifty-nine (1,659.00) square feet according to said plan.

The premises are conveyed subject to and with the benefit of all easements restrictions, rights of way, takings, reservations, exceptions, and covenants contained in the deed to the Grantor herein and in all other instruments of record, to the extent now in force and applicable, but not intending hereby to recreate or extend restrictions, exceptions and covenants previously terminated or expired.

Parcel 2: 91 Willow Court, Dorchester, Massachusetts, 02125

A certain parcel of land with the buildings thereon and designated as Parcel 2 under the said license of the Suffolk Probate Court, situated in that part of Boston Called Dorchester, being marked as lot "B" on a "Plan of Property in Dorchester, Mass." Dated May 8, 1946 bounded and described as follows:

Southwesterly: by Willow Court, thirty five and fifteen hundredths 935.15) feet;
Northwesterly: by Lot "A" on said plan, sixty-eight and three hundredths 968.030 feet;
Northeasterly: by land now or formerly of Croatti, eighteen and eighteen hundredths (18.18) feet;
Southeasterly: by land now or formerly of said Croatti, three and sixty hundredths (3.60) feet;
Northeasterly: again by land nor or formerly of Croatti, thirteen (13) feet;
Southeasterly: again by lot "C" on said plan, sixty-three and eighty-five hundredths (68.85) feet to Willow Court.

Parcel 3: 93 Willow Court, Dorchester, MA, 02125

A certain parcel of land, known as with the buildings thereon situated in that part of Boston, Suffolk County, Massachusetts, called Dorchester, being lot marked "A" on a Plan of Property in Dorchester, Mass." Made by Henry C. Mildram, Real Estate Engineer, dated May 8, 1946, duly recorded with Suffolk Deeds Book 6139, Page 133 and bounded and described as follows:

Northwesterly: by land now or formerly of N.Y., N.H. and H. RR. Co., sixty-eight and fifty hundredths (68.50) feet;

Northeasterly: by land now or formerly of R.J. Croatti, thirty-five and twenty-eight hundredths (35.28) feet;

Southeasterly: by Lot "B" as shown on said plan, sixty-eight and three hundredths (68.03) feet;

Southwesterly: and by Willow Court, twenty-nine and fifteen hundredths (29.15) feet.

Containing according to said plan 2,197 square feet more or less.

Parcel 4: 4 Baker Court, Dorchester, MA, 02125

The land with building thereon situated on what is now called Baker Court and being the premises presently known as 4 Baker Court in the Dorchester district of Boston, and bounded described as follows:

Beginning at a point on Baker Place at the Southeast corner of the conveyed premises, thence running SOUTHWESTERLY thirty-six and 10/100 (36.10) feet to a corner of the land formerly of Mary A. Hayes,

thence turning and running NORTHWESTERLY thirty-eight (38) feet to a corner,

thence turning and running NORTHEASTERLY three and 6/10 (3.6) feet to a corner;

thence turning and running NORTHWESTERLY fifty-three and 41/100 (53.41) feet to a corner to land now or formerly of South Bay Improvement Co.

thence turning and running again NORTHEASTERLY thirty-one (31) Feet to a corner;

thence turning and running SOUTHEASTERLY ninety-one and 4/10 (91.4) feet to said Baker Place and the point of beginning.

For title, see deed recorded at said registry in Book 58020 Page 47.

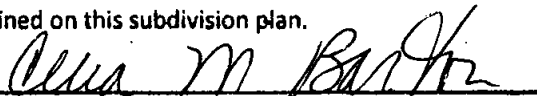
EXHIBIT B
PERCENTAGE SHARE OF COMMON AREAS AND FACILITIES
FOR ALL UNITS

Unit	Approximate Area (sq. ft.)	Number and Designation of Rooms	Undivided Percentage Interest	Access to Immediate Common Areas
201	1,385	LR, K, 3BR, S, 2B	7.73%	As shown on plans
202	1,217	LR, K, 2BR, S, 2B	6.95%	As shown on plans
203	1,376	LR, K, 2BR, 2B	2.78%	As shown on plans
204	1,523	LR, K, 3BR, 2B	7.65%	As shown on plans
301	1,385	LR, K, 3BR, S, 2B	7.82%	As shown on plans
302	1,217	LR, K, 2BR, S, 2B	7.04%	As shown on plans
303	1,376	LR, K, 2BR, 2B	6.52%	As shown on plans
304	1,523	LR, K, 3BR, 2B	1.89%	As shown on plans
401	1,385	LR, K, 3BR, S, 2B	7.91%	As shown on plans
402	1,217	LR, K, 2BR, S, 2B	7.12%	As shown on plans
403	1,376	LR, K, 2BR, 2B	6.60%	As shown on plans
404	1,523	LR, K, 3BR, 2B	7.82%	As shown on plans

501	1,672	LR, K, 3BR, 2B	11.30%	As shown on plans
502	1,682	LR, K, 2BR, 2B	10.87%	As shown on plans

CITY OF BOSTON

The excise imposed by Chapter 190 of the Acts of 1982 in the amount of \$ 6,500.00 has been paid with respect to the 14 units of the condominium described in this master deed / lots in the consolidation contained on this consolidation plan / lots in the subdivision contained on this subdivision plan.



Assistant Collector-Treasurer

EXHIBIT 6

Suffolk County Registry of Deeds

Electronically Recorded Document

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Recording Information

Document Number	: 84698
Document Type	: UD
Recorded Date	: October 01, 2020
Recorded Time	: 11:22:09 AM
Recorded Book and Page	: 63881 / 115
Number of Pages(including cover sheet)	: 4
Receipt Number	: 848693
Recording Fee (including excise)	: \$3,301.40

 MASSACHUSETTS EXCISE TAX
 Suffolk County District ROD # 001
 Date: 10/01/2020 11:22 AM
 Ctrl# 203651 00343 Doc# 00084698
 Fee: \$3,146.40 Cons: \$690,000.00

Suffolk County Registry of Deeds
Stephen J. Murphy, Register
24 New Chardon Street
Boston, MA 02114
617-788-8575
Suffolkdeeds.com

UNIT DEED

GRANTOR: Eighty Five Willow Court LLC, a Massachusetts limited liability company with a principal place of business at 17 Mill Run Road, Boxford, Massachusetts

GRANTEE: Brian N. Flynn, individually

UNIT: 203

PARKING SPACES: 8

PERCENTAGE INTEREST: 5.18%

CONSIDERATION: \$690,000.00 (SIX HUNDRED NINETY THOUSAND and XX/100 Dollars)

POST OFFICE ADDRESS: 85 Willow Court, Unit 203, Boston, MA

GRANTOR, the owner of UNIT No. 203 in The 85 Willow Court Condominium, created by the Master Deed dated April 3, 2019, and recorded with the Suffolk Registry of Deeds on April 10, 2019, as Instrument #25863, in Book 60955, Page 185, as such may be amended by instruments of record, in accordance with the provisions of M.G.L. Chapter 183A, for the CONSIDERATION paid as state above, hereby grants Unit No. 203 to the GRANTEE with QUITCLAIM COVENANTS.

The UNIT is also conveyed with the right and easement to the exclusive use of Parking Space No. 8, as set forth in the Master Deed and shown on the plans recorded with the Master Deed, as amended of record.

The UNIT is laid out as shown on a plan recorded with the said Master Deed and to which is affixed a verified statement in the form provided for in M.G.L. Chapter 183A, Section 9, a portion of which is attached hereto.

The UNIT conveyed together with 5.18% PERCENTAGE INTEREST in the common areas and facilities of The 85 Willow Court Condominium as described in the Master Deed, and in The 85 Willow Court Condominium Trust, recorded with the said Master Deed in said Registry of Deeds, as such may be amended by instruments of record, and with the exclusive rights and easements as described in said Master Deed.

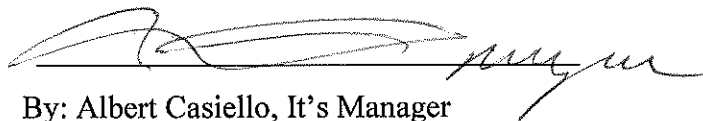
The GRANTEE acquires the UNIT with the benefit of, and subject to, the provisions of M.G.L. Chapter 183A, relating to condominiums, as that statute is written as of the date hereof, the Master Deed and the Condominium Trust referred to above as the same may be amended, and any by-laws and rules and regulations from time to time adopted thereunder, and all matters of record stated or referred to in the Master Deed as completely as if each were fully set forth herein; and subject to real estate taxes attributable to the UNIT which are not due and yet payable.

This transfer does not constitute all or substantially all of the assets of the limited liability company in the Commonwealth of Massachusetts.

Meaning and intending to convey a portion of the premises conveyed to GRANTOR by deed dated May 31, 2017 and recorded with the Suffolk Registry of Deeds in Book 58020, Page 47.

Executed under seal, this 25th day of September, 2020.

EIGHTY FIVE WILLOW COURT LLC



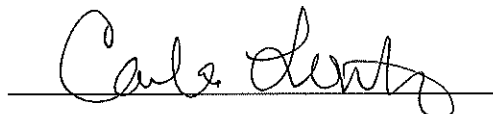
By: Albert Casiello, It's Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

September 25 2020

On this 25th day of September, 2020, before me, the undersigned notary public, personally appeared Albert Casiello, Manager of Eighty Five Willow Court, LLC proved to me through satisfactory evidence of identification, to be the person who signed the preceding document in my presence, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Eighty Five Willow Court, LLC.



, Notary Public

My Commission Expires:

