

Southern Middlesex - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 2/14/2019 4:45:18 PM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
1417343	DEED		01323/140	07/27/2006	1.00
Property-Street Address and/or Description					
76 WEBSTER PK LOT 1					
Grantors					
NEWTON CONSERVATORS INCORPORATED					
Grantees					
NEWTON HOUSING AUTHORITY					
References-Book/Pg Description Recorded Year					
Registered Land Certificate(s)-Cert# Book/Pg					
229554 01278/4, 237344 01323/140					



2006 01417343
 Bk: 1323 Pg: 140 Cert#: 237344
 Doc: DEED 07/27/2006 09:53 AM

3

DEED

Newton Conservators, Incorporated, 84 Fenwick Road, Newton, MA 02468 for consideration of One Dollar (\$1.00) paid, hereby conveys to Newton Housing Authority, of 82 Lincoln Street, Newton, MA 02461, with quitclaim covenants the following:

* A PUBLIC BODY POLITICAL CORPORATION CREATED PURSUANT TO M.G.L. CHAPTER 121B, SECTION 3

A certain parcel of land and buildings thereon situated in Newton, Middlesex County, Massachusetts known and numbered 76 Webster Park and being shown as Lot 1 on Land Court Plan No. 11008^B filed with Certificate of Title 229554 filed in Land Registration Book 1274, Page 4 in the Middlesex (South) County Registry District of the Land Court ("Plan").

THIS SALE DOES NOT CONSTITUTE A SALE OF ALL THE CORPORATION'S ASSETS.
 Said Lot 1 containing 10,060± square feet of land.

Said Lot 1 is conveyed subject to and with the benefit of the Decision of the City of Newton Board of Aldermen filed with Land Court as Document No. 1376571 on Certificate of Title 229554. Lot 1 is conveyed subject to all taxes and other municipal charges now due and payable

Witness my hand and seal this 30 day of June, 2006.

76 WEBSTER PARK, NEWTON

LAND COURT, BOSTON. The land herein described will be shown on our approved plan to follow as Ascribed to

JUL 05 2006

Plan 11008^B Lot 1
 (EXAMINED AS DESCRIPTION ONLY)
 George T. Capeljanis, Engineer

1278
 p4

NEWTON CONSERVATORS,
 INCORPORATED

By: William Hagar
 William Hagar, President

By: Katherine Howard
 Katherine Howard, Treasurer

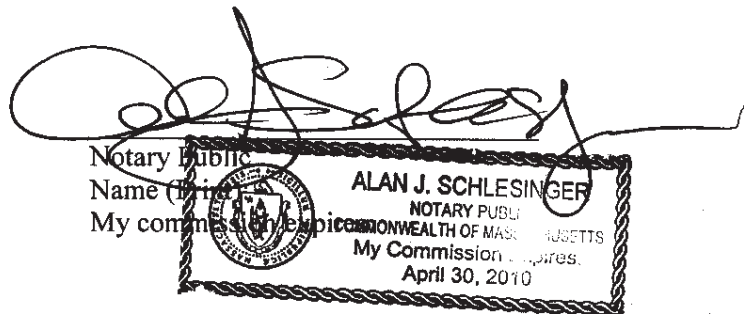
Middlesex County, ss

June 30, 2006

On this 30th day of June 2006, before me, the undersigned notary public, personally appeared William Hagar, acting for Newton Conservators, Incorporated, proved to me through satisfactory evidence of identification, which was/were [type of evidence] Mass Driver License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily, in such capacity, for its stated purpose.

[NOTARY SEAL]

SCHLESINGER & BUCHBINDER, LLP.
 1200 Walnut St
 Newton, MA
 02461



229554 -

Doc 01417343

Southern Middlesex LAND COURT

REGISTRY DISTRICT

RECEIVED FOR REGISTRATION

On: Jul 27, 2006 at 09:53A

Document Fee 125.00 Rec Total \$800.00

NOTED ON: CERT 237344 BK 01323 PG 140

Southern Middlesex - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 2/14/2019 4:51:37 PM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
1417344	COVENANT	[affordability restriction]		07/27/2006	
Property-Street Address and/or Description					
76 WEBSTER PK LOT 1					
Grantors					
NEWTON HOUSING AUTHORITY, NEWTON CITY PLANNING AND DEVELOPMENT					
Grantees					
References-Book/Pg Description Recorded Year					
Registered Land Certificate(s)-Cert# Book/Pg					
237344 01323/140					

DECLARATION OF AFFORDABLE HOUSING COVENANTS

Newton Housing Authority, a Massachusetts housing authority organized pursuant to G.L. c. 121B with an address at 82 Lincoln Street Newton, MA 02461, and owner in fee simple of property known as 76 Webster Park in Newton, Massachusetts, acting by and through its Director (the "Owner") hereby covenants and agrees for itself, its successors, heirs and assigns, that the parcel described in Exhibit A, attached hereto and incorporated herein, (hereinafter the "Property") shall be subject to the following restrictions for the benefit of the City of Newton, acting by and through its Director of Planning and Development, having a mailing address of Newton City Hall, 1000 Commonwealth Avenue, Newton Centre, Massachusetts, 02459 (the "City"), its successors and assigns.

The consideration for this Declaration of Affordable Housing Covenants is \$1.00 and other valuable consideration, including the provision by the City of Newton of Community Preservation Act funds for acquisition of the Property.

The terms of this Covenant authorized by Massachusetts General Laws, Chapter 184, §§26, 31-33 and otherwise by law, are as follows:

1. Purpose. The purpose of this Covenant is to ensure that the Property will be retained as affordable housing for occupancy by a low and moderate-income household as defined by the U.S. Department of Housing & Urban Development (HUD). This Covenant is intended to be construed as an affordable housing restriction as defined in Section 31 of Chapter 184 of the Massachusetts General Laws which has the benefit of Section 32 of said Chapter 184.

2. Covenants. The Owner intends, declares and covenants on behalf of itself, its successors and assigns that these covenants, agreements, and restrictions are not merely personal covenants of the Owner and shall run with the land and shall bind the Owner, its successors and assigns and inure to the benefit of the City, and its successors and assigns.

3. Term. Both Owner and City intend that these covenants, agreements, and restrictions shall be in effect for perpetuity. The Owner acknowledges that the City intends to seek approval of the Commonwealth of Massachusetts, pursuant to General Laws, Chapter 184, Sections 31-33. The City of Newton is a governmental body as defined in G.L. c. 184, sec. 26.

4. Owner's Warranties and Representations. During the term of this Covenant as defined in paragraph 3, (hereinafter "affordability period") the Owner shall comply with the following requirements:

A. Upon the rehabilitation of the Property, the Owner shall provide one three-bedroom detached single family dwelling at the Property which shall be rented at affordable rents as defined by the Federal Department of Housing and Urban Development. The unit will comply with the following income and affordable rent requirements:

(i) The unit must be occupied by a household with incomes that do not exceed 80% of the area median income for the Boston Metropolitan Statistical Area, adjusted for family size. The actual income limits are determined by HUD and published annually in the Federal Register.

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(ii) Rent, including utilities, may not exceed 30% of the income of the renting household, except as may be permitted or required by a subsidy program with which the Owner or tenant participates, such as the Section 8 program.

(iii) A tenant whose income met the income limits at the time of initial occupancy, but whose income eventually exceeds 80% of the area median income, may remain in the unit, provided that the rent is adjusted so that the "over-income" tenant is paying not less than 30% of their adjusted monthly gross income for rent and utilities. As soon as the "over-income" tenant vacates the Property, the Owner must re-rent the unit to an income-eligible household.

B. The Owner represents warrants and covenants that the determination of whether a resident meets the income requirements set forth herein shall be made by Owner at the time of the leasing of the unit and thereafter at least annually on the basis of the current income of such resident. The Owner shall maintain as part of its records, copies of all leases governing the rental of the unit as may be executed throughout the affordability period and all initial and annual income certification(s) by the tenant(s) of the unit. At the request of the City, the Owner shall provide copies of records documenting the annual and monthly gross and adjusted income of each resident occupying the unit. For residents who have Section 8 certificates, the City may rely on the housing assistance payment contract from the applicable housing authority in lieu of income verification by the Owner. In addition to the foregoing, Owner shall keep such additional records and prepare and submit to the City such reports as the City may deem necessary to ensure compliance with the requirements of this Covenant.

C. Prior to initial occupancy of the unit and annually thereafter, the Owner shall submit to the City a proposed schedule of monthly rent and monthly allowances for utilities and services for the unit.

D. The Owner shall not mortgage, pledge, hypothecate, or demolish any part of the Property or substantially subtract from any real or personal property of the Property except in conjunction with renovation or rehabilitation of the Property, subject to the prior written consent of the City, which consent shall not be unreasonably withheld. The Owner shall not permit the use of the unit for any purpose other than housing for low and moderate income households.

E. The Owner represents, warrants and agrees that if the Property, or any part thereof, shall be damaged or destroyed, the Owner will use its best efforts to repair and restore the Property to substantially the same condition as existed prior to the event causing such damage or destruction, and the Owner represents, warrants and agrees that the Property shall thereafter continue to operate in accordance with the terms of this Covenant.

F. Any use of the Property or activity thereon which is inconsistent with the purpose of this Covenant is expressly prohibited.

5. **City's Right to Purchase.** Notwithstanding the foregoing, if, however, the Property ceases to be used as low and moderate income rental housing as specified above at any time during the term of this Covenant, or if Owner elects to sell the Property, then the City, or its designee, shall have the right, but not the obligation, to repurchase the Property for one (\$1.00) dollar. Borrower agrees to deliver to the City or designee a good and sufficient quitclaim deed for the Property within thirty (30) days of receipt of written notice of the City's intention to exercise this right of purchase.

If the City does not exercise its right to purchase, then the Owner shall be free to sell the property to a third party, provided, however, that the Property continue to be used as housing for low and moderate income households.

6. **Condition of Property.** By its acceptance of this Covenant, the City does not undertake any liability or obligation relating to the condition of the Property.

7. **Instruments to Enforce Covenant.** The City is authorized to record or file any notices or instruments appropriate to ensuring the enforceability of this Covenant; and the Owner on behalf of itself and its successors and assigns appoints the City its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Owner and its successors and assigns agree to execute any such instruments upon request. The Owner and the City intend that the restrictions arising hereunder take effect upon the date hereof, and to the extent enforceability by any person ever depends upon the approval of governmental officials, such approval when given shall relate back to the date hereof regardless of the date of actual approval or the date of filing or recording of any instrument evidencing such approval.

8. **Covenants to be Referenced in Deed.** These restrictive covenants shall be contained or referenced in any deed of conveyance of the subject Property or any other instruments conveying a non-leasehold interest in the Property or any part thereof and shall be equally binding on any subsequent owner of the title thereto whether acquired by grant, sale or any other means and such subsequent owner shall comply with this restriction for the remaining duration of said restriction.

9. **Notices.** All notices required under this Covenant shall be deemed to have been received if mailed, postage prepaid to the following:

For the City:

Director of Planning & Development
City Hall
1000 Commonwealth Avenue
Newton, MA 02459

For Owner:

Director
Newton Housing Authority
82 Lincoln Street
Newton, MA 02461

10. **Enforcement.**

A. The rights hereby granted shall include the right of the City to enforce this Covenant by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including without limitation relief requiring restoration of the Property to its condition prior to any such violation (it being agreed that the City will have no adequate remedy at law), and such restoration shall be in addition to, and not in limitation of, any other rights and remedies available to the City. The Owner covenants and agrees to reimburse City all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Covenant or in taking reasonable measures to cure any violation hereof, provided that a violation of this Covenant is acknowledged by Owner or determined by a court of competent jurisdiction to have occurred.

B. Without limitation on any other rights or remedies of the City, its successors and assigns, the City shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- (i) specific performance of the provisions of this Covenant, which shall be the preferred remedy;
- (ii) voiding of any rental arrangement that violates this Covenant;
- (iii) in the case of any rental arrangement where the Owner is found to have violated willfully or in bad faith, then money damages for charges in excess of rents permissible under this Covenant;
- (iv) If any action is brought to enforce this Covenant, the prevailing party shall be entitled to reasonable attorneys' fees and other costs of bringing such action, in addition to any other relief or remedy to which such party may be entitled.

11. **Certificate.** Any party may rely on a certificate signed by the Owner and the City as to any facts relative to this Covenant.

12. **Governing Law.** This Covenant shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Covenant must be in writing and executed by all of the parties hereto. If any provision of this Covenant shall to any extent be held invalid, the remainder shall not be affected.

IN WITNESS WHEREOF the said **Newton Housing Authority**, has caused its corporate seal to be hereto affixed and these present to be signed, acknowledged and delivered in its name and behalf by Jonathan Hacker, its duly authorized Director, this 29th day of June 2006.

Newton Housing Authority

By: [Signature]
Jonathan Hacker
Its: Director

6/29/06
Date

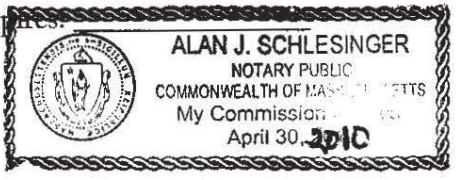
COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS. June 29, 2006

On this 29th day of June, 2006, before me, the undersigned notary public, personally appeared the above-named Jonathan Hacker, proved to me through satisfactory evidence of identification, which were usual ways to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Director for **Newton Housing Authority**.

[Signature]
Notary Public

My Commission expires:



APPROVED FOR REGISTRATION BY THE COURT.

[Signature]
July 12, 2006

EXHIBIT A
PROPERTY DESCRIPTION

A certain parcel of land and buildings thereon situated in Newton, Middlesex County, Massachusetts known and numbered 76 Webster Park and being shown as Lot 1 on Land Court Plan No. 11008^B filed with Certificate of Title 229554 filed in Book 1274, Page 4 in the Middlesex (South) County Registry District of the Land Court.

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p4

Said Lot 1 containing 10,060± square feet of land.

Doc 01417344

Southern Middlesex LAND COURT
REGISTRY DISTRICT
RECEIVED FOR REGISTRATION

On: Jul 27, 2006 at 09:53A

Document Fee 75.00 Rec Total \$800.00

NOTED ON: CERT 237344 BK 01323 PG 140

Memoranda Of Encumbrances

Cert No: 237344

Book/Page: 01323/140

Cert No 237344
Document 1417344
Number
Kind COVENANT
In Favor of
Date of Instr
Terms
Date of Reg 07/27/2006
Time of Reg 9:53AM

Cert No 237344
Document 1417345
Number
Kind RESTRICTIONS
In Favor of
Date of Instr
Terms
Date of Reg 07/27/2006
Time of Reg 9:53AM

Cert No 237344
Document 1417345
Number
Kind ACCEPTANCE
In Favor of
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Cert No 237344
Document 1417345
Number

Kind APPROVAL
In Favor of
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Cert No 237344
Document 1417346
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Kind EASEMENT
In Favor of
Date of Instr
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Date of Reg 07/27/2006
Time of Reg 9:53AM

Cert No 237344
Document 1528452
Number
Kind AMENDMENT
In Favor of
Date of Instr 11/23/2009
Terms
Date of Reg 03/26/2010
Time of Reg 3:19PM

Cert No
Document
Number

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In Favor of

Date of Instr

Terms

Date of Reg

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