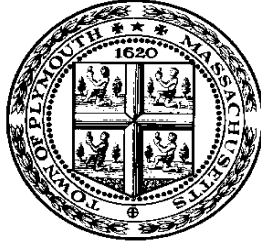


# FIRST COME FIRST SERVE AFFORDABLE HOUSING OPPORTUNITY



PLYMOUTH REDEVELOPMENT AUTHORITY  
RESALE AGENT

**1C Woodlark Drive, Norton, MA  
Norton, MA 02766  
3-bedrooms, 2.5 bath, 1,420 SF**

**\$238,310**

Consideration will be given on a first come first served basis. Applicants must be earning less than 80% of the area median income for Norton. You must occupy this unit as your primary residence.

**Applications Delivered to:  
Plymouth Redevelopment Authority  
26 Court Street  
Plymouth, MA 02360**



The Owner and Resale Agent do not discriminate on the basis of race, color, national origin, disability, age, ancestry, children, familial status, genetic information, marital status, public assistance reciprocity, religion, sex, sexual orientation, gender identity, veteran/military status, or any other basis prohibited by law.

## Woodlark Condominiums, Norton, MA

### Procedures, Process, & Requirements

This condo was built in 2006 and is located at 1C Woodlark Dr, Norton, MA. This property has 3 bedrooms, 2.5 bathrooms and approximately 1,420 SF of floor space.

This is a beautiful spacious & welcoming unit. Enter into the open floor plan offering hardwood flooring and a living room, kitchen, dining area that includes stove, microwave & granite counter tops. The dining area offers direct access to a cozy patio with landscaped grounds. The second floor is spacious, with large master bedroom with full bathroom, linen closet as well as a walk-in closet. Two more bedrooms offer a Jack and Jill style full bathroom and a laundry room are on the second floor. Additional finished space in the basement is perfect for office, gym space or TV room. This property has an attached two car garage and is located on a cul-de-sac. Pet friendly, two-zoned gas heat, central A/C, 4 parking spaces and a low monthly HOA fee of \$205.

For questions regarding your application and assistance in preparing the application, please contact the lottery agent, Plymouth Redevelopment Authority, 26 Court Street, Plymouth MA 02360.

Phone: 508-747-1620 ext 10147

Fax: 508-830-4116

E-mail: [reddevelopment@plymouth-ma.gov](mailto:reddevelopment@plymouth-ma.gov)

#### **ELIGIBILITY REQUIREMENTS**

Applicants must meet specific requirements to qualify for the affordable. Individuals who have a financial interest in the development and their families are not eligible. Disabled persons are entitled to request reasonable accommodation of rules, policies, or services or to request a reasonable modification of the housing.

#### **Income Eligibility**

In order to be eligible to purchase the affordable unit in Norton, income and assets must be within the guidelines listed below. **For information regarding the definition of income and assets, please see attached, APPENDIX I.**

#### **Maximum Income**

Eligible applicants must have a combined annual household income from all sources for all income-earning members of the household of **not more** than 80% of area median income, as defined by HUD and adjusted for household size. According to the 2020

Income Guidelines released by HUD, 80% of the area median income for Norton, MA and therefore the maximum allowable household income is as follows:

Household Size	Maximum Income
1	\$54,950
2	\$62,800
3	\$70,650
4	\$78,500
5	\$84,800
6	\$91,100

### Maximum Assets

The asset limit is \$75,000 for all assets. *For information regarding the definition of assets please see attached, APPENDIX I:*

### MORTGAGE STANDARDS

Applicants are required to submit, as part of their application, a **pre-approval** letter for a mortgage in an amount sufficient to purchase the affordable unit at 1C Woodlark Drive, Norton, MA.

In accordance with the LIP Program under which this house will be reviewed, the mortgage to be obtained by the household has to meet certain standards. *Please see attached, APPENDIX II: LIP PROGRAM STANDARDS FOR NEW MORTGAGE LOANS.*

Potential applicants may take **APPENDIX II** to their lender to ensure that their pre-approval conforms to these standards. Potential applicants are advised to seek out advantageous loan programs such as, MassHousing, and the Massachusetts Housing Partnership Soft Second Loan. The Plymouth Redevelopment Authority will assist any potential applicant in locating a lender for one of these programs.

Non-household members are **not** permitted to be co-signers on the mortgage.

### FIRST TIME HOMEBUYER STATUS

*For this ownership project which is not age-restricted, applicants must be first-time homebuyers. To be a first-time homebuyer, applicant households must not have had an ownership interest in a residential property for the preceding 3 years. Exceptions may be made for:*

1. *Displaced homemakers, where the displaced homeowner (an adult who has not worked fulltime, full year in the labor force for a number of years but has, during*

*such years worked primarily without remuneration to care for the home and family), while a homemaker, owned a home with his or her partner or resided in a home owned by the partner.*

2. *Single parents, where the individual owned a home with his or her partner or resided in a home owned by the partner and is a single parent (is unmarried or legally separated from a spouse and either has 1 or more children of whom the individual has custody or joint custody, or is pregnant).*
3. *Household where at least one household member is 55 or over.*
4. *A household that owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations.*
5. *A household that owned a property that was not in compliance with State, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

### **DEED RESTRICTION; RESALE AND FORECLOSURE**

You are buying an affordable home at a substantial discount price under the Commonwealth of Massachusetts Local Initiative Program (LIP); because of this there are requirements that the home remain affordable for future buyers of your property.

You will sign a “deed rider” which describes your responsibilities under this affordable housing program. The deed restriction is in perpetuity. The restrictions will apply to you and to future buyers of your home. The Department of Housing & Community Development, the Plymouth Redevelopment Authority and the Town of Norton, strongly urge you to review the deed rider with your attorney and lender. You should only complete the purchase if all your questions have been answered and you are comfortable with the deed rider and the restrictions.

**A general description of important deed restrictions are as follows:**

#### **Principal Residence**

The property must be your principal residence, where you regularly live, eat, sleep, are registered to vote, etc....

#### **Leasing and Refinancing**

You may not rent or lease your home without the prior written consent of the monitoring agency (Plymouth Redevelopment Authority/PRA) and the Department of Housing & Community Development (DHCD). In addition, you must tell the monitoring agency (Plymouth Redevelopment Authority/PRA) and the Department of Housing and Community Development if you are going to refinance your mortgage.

#### **Selling your Home**

If you want to sell your home, you must notify the Town of Norton, the Plymouth Redevelopment Authority and the Department of Housing and Community Development.

This notice is called a Conveyance Notice in the Deed Rider. The notice must include the Resale Price Multiplier and the maximum resale price. The DHCD must approve the maximum resale price.

### **Maximum Resale Price**

If you choose to sell your home, there is a limit on the resale price.

### **Resale Process**

Upon notice that the owner wishes to sell in accordance with the provisions of the Deed Rider, the Town of Norton, the Plymouth Redevelopment Authority or the Massachusetts Department of Housing and Community Development will try to find an eligible buyer. The seller may also assist in finding an eligible homebuyer. Even if the unit is sold to an ineligible buyer in the future, the deed rider remains in place and limits the profit to the seller.

### **Foreclosure**

In the event of foreclosure proceedings, the LIP Deed rider does not protect you against the foreclosing lender's right to pursue a deficiency against you. Even if the foreclosure sale is greater than the funds due to the lender, the excess will be paid to the Town of Norton. By signing the LIP Deed Rider, you are agreeing to assign any rights and interest you may otherwise have in the balance of any foreclosure proceeds.

### **APPLICANT SELECTED TO PURCHASE THE AFFORDABLE UNIT**

The unit is offered on a first come first serve basis to the first eligible household. The winning applicant's information is then sent to the Massachusetts Department of Housing and Community Development for final approval.

When the applicant is notified that they have been approved, the applicant will have **two weeks** to sign a Purchase and Sale and then an additional 60 days to obtain financing and purchase the unit.

## APPENDIX I

### DEFINITION OF INCOME

Annual gross income means all amounts, monetary or not, which go to, or on behalf of, the family head or spouse or to any other family member received from a source outside the family during the 12 month period following application.

Annual income includes but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, and bonuses, and other compensation for personal services.
2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted as provided by the Internal Revenue Service regulations.
4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount that is the delayed start of a periodic payment.
5. Payment in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay.
6. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
7. All regular, special pay, and allowances of a member of the Armed Forces.
8. Income derived from assets to which any member of the family has access.

Annual Income Does NOT include the following:

1. Income from employment of children (including foster children) under the age of 18 years.
2. Payments received for the care of foster children or foster adults. (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone)
3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses.
4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of a live-in-aid.
6. The full amount of student financial assistance paid directly to the student or to the educational institution.
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
8. Temporary, nonrecurring, or sporadic income such as gifts.
9. Deferred periodic amounts from supplemental Social Security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.
10. Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
11. Amounts specifically excluded by any other Federal statute from consideration as income for the purpose of determining eligibility or benefits under a category of assistance program.

**DEFINITION OF ASSETS**

The value of necessary items of personal property, such as furniture or automobiles shall be excluded. Determination of assets shall be based upon a full and fair cash value of the asset at the time of application to the program. If a potential purchaser divests himself or herself of an asset for less than full and fair present cash value of the asset within one year prior to application, the full and fair cash value of the asset at the time of its disposition must be declared and shall be included for the purpose of calculating eligibility.

Household Assets include the following:

1. Cash held in savings and checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average balance for the last six (6) months.
2. Revocable trusts: The cash value of any revocable trust available to the applicant.
3. Equity in rental property or other capital investments: The current fair market value less (a) any unpaid balance on any loans secured by the property, and (b)

reasonable cost that would be incurred in selling the asset (e.g., penalties, broker fees, etc.).

4. Stocks, bonds, treasury bills, certificates of deposit, mutual funds, and any money market accounts: The value of stocks and other assets vary from one day to another and should be determined no more than 1 month in advance of the applicant's submission to participate in the subject housing program.
5. Individual retirement, 401K, and Keogh accounts: When the holder has access to the funds, even though a penalty may be assessed. If the applicant is making occasional withdrawals from the account, determine the amount of the asset by using the average balance for the previous six (6) months. (Do not count withdrawals as income.)
6. Retirement and pension funds:
  - a. While the person is employed: Amounts the applicant withdraws without retiring or terminating employment. Count the whole amount less any penalties or transaction costs.
  - b. At retirement, termination of employment, or withdrawal: Periodic receipts from pension and retirement funds are counted as income. Lump sum receipts from pension and retirement funds are counted as assets. Count the amount as an asset or as income, as provided below. If benefits will be received in a lump sum, include the lump sum receipt in net household assets. If benefits will be received through periodic payments, include the benefits in annual income. Do not count any remaining amounts in the account as an asset.

If the applicant initially receives a lump-sum benefit followed by periodic payments, count the lump-sum benefit as an asset and treat the periodic payment as income. In subsequent years, count only the periodic payment as income. Do not count the remaining amount as an asset.

NOTE: This paragraph assumes that the lump-sum receipt is a onetime receipt and the it does not represent delayed periodic payments, then the account would be consider as income and not an asset.

7. Cash value of life insurance policies available to the applicant before death (e.g., the surrendered value of whole life policy or a universal policy): Do not include a value for term insurance, which has no cash value to the applicant before death.
8. Personal property held as an investment: Gems, jewelry, coin collections, or antique cars held as investment. Personal jewelry is NOT considered an asset.
9. Lump-sum receipts or one-time receipts: Inheritance, capital gains, one-time lottery winnings, victim's restitution, settlement on insurance claims (including health and accident insurance, worker's compensation, and personal or property losses), and any other amounts that are not intended as periodic payments.
10. A mortgage or deed of trust held by an applicant: Payments on this type of asset are often received as one combined payment for principal and interest with the interest



portion counted as income from the asset. This combined figure needs to be separated into the principal and interest portions of the payment. (This can be done by referring to an amortization schedule that relates to the specific term and interest rate of the mortgage.)

11. A life estate: A life estate is an interest in real property which entitles the life tenant to benefit from the property until his or her death. Usually, the life tenant is entitled to the use of a house for life and may be entitled to sell his or her interest. This right is of value to the tenant, but is rarely sold on an open market. (Purchasers of real property would typically not be tempted by such an uncertain term of ownership.)

The value of an applicant's life estate is included when calculating his or her assets based on the Internal Revenue Service's latest guidance to determine the value of life estates. (See Internal Revenue Service Publication 1457, "Actuarial Values, Book Aleph," (7-1999).)

Household Assets DO NOT include the following:

1. Personal property (clothing, furniture, cars, wedding rings, other jewelry that is not held as an investment, vehicles specially equipped for persons with disabilities).
2. Interests in Indian trust land.
3. Term life insurance policies (i.e., where there is no cash value).
4. Equity in the cooperative unit in which the applicant lives.
5. Assets that are part of an active business: "Business" does NOT include rental of properties that are held as investments unless such properties are the applicant's main occupation.
6. Assets that are NOT effectively owned by the applicant: Assets are not effectively owned when they are held in an individual's name but: (a) the assets and any income they earn accrue to the benefit of someone else who is not the applicant, and (b) that other person is responsible for income taxes incurred on income generated by the assets.

## APPENDIX II

### LIP PROGRAM STANDARDS FOR MORTGAGE LOANS

- The loan must have a fixed interest rate through the full term of the mortgage.
- The loan must have a current fair market interest rate. (No more than 2% above the current Mass Housing rate\*)
- The loan can have no more than 2 points.
- The buyer must provide a down payment of at least 3% - half of which must come from the buyer's own funds.
- The buyer may not pay more than 38% of their monthly income for the mortgage which shall include principal, interest, real estate taxes, all insurances, and homeowners association fees.
- Non-household members shall not be permitted as co-signers of the mortgage.

\*MassHousing: 617-854-1000 or [www.masshousing.com](http://www.masshousing.com)

*Plymouth Redevelopment Authority*  
**APPLICATION CHECKLIST**

**ENCLOSURES REQUIRED:**    *(Do not enclose originals – COPIES ONLY)*

- \_\_\_\_\_ Signed Application.
- \_\_\_\_\_ Mortgage Pre-Approval Letter from a bank or mortgage company showing the Applicant is pre-approved for a mortgage sufficient to purchase a unit. (See mortgage requirements in Appendix II of the application manual.)
- \_\_\_\_\_ If an adult member of the applicant household is a full-time student, a letter from the school or college stating enrollment status and anticipated date of graduation.
- \_\_\_\_\_ Proof of Wage Income; 5 most recent pay stubs for each job – and each household member.
- \_\_\_\_\_ Proof of Social Security, Disability, SSI, TANF, Veterans Benefits, Unemployment Compensation or other government benefits in the form of a letter from the appropriate agency - for each member the of household.
- \_\_\_\_\_ Complete Federal Tax Returns **for the past 3 years**, including W2's, 1099's, all schedules and other attachments for each member of the applicants' household. If you filed electronically and did not retain copies, please visit the IRS at [irs.gov](http://irs.gov) and request copies. You must sign and date these copies. Use the current date.
- \_\_\_\_\_ For Self Employment income, submit Income and Expense data certified by an independent accountant for the past two quarters.
- \_\_\_\_\_ Documentation of Assets owned by any members of the Applicant household with valuation. This includes the value of real estate owned; investments such as stocks and bonds or mutual funds accounts, and Certificates of Deposit.
- \_\_\_\_\_ Copies of savings and checking and other investment account statements, **3** most recent for each account held by each member of the applicant household.
- \_\_\_\_\_ Evidence of funds available for down payment and closing costs. (may be identified from savings or a signed and notarized gift letter from a person or organization providing funds.

## APPLICATION INSTRUCTIONS

All applicants must submit a complete Application Package prior to the deadline.

### **Complete Application Package:**

A complete Application Package shall consist of the following:

- ◆ A completed and signed Application Form
- ◆ A signed General Authorization for Release of Information Form
- ◆ All Required Documentation listed in the Application Checklist

The following section provides guidance in completing and submitting an eligible application. **Applications that are not complete or not eligible will not be entered in the Lottery.** For this reason, applicants are strongly urged to contact the Plymouth Redevelopment Authority for guidance if there are any requirements you do not understand.

The Plymouth Redevelopment Authority can be reached by phone at 508-747-1620 ext. 147 or via e-mail at [reddevelopment@plymouth-ma.gov](mailto:reddevelopment@plymouth-ma.gov).

### **Instructions:**

#### **Application Form - Page 1**

**Part 1** of the application form collects information about the Applicant Household. Please provide the requested information. Applicant is the Head of Household. Co-Applicant is the spouse/partner or co-owner (another name on the lease for the unit). Additional Household members include every person who will live in the affordable home as a member of the household, including children. Birth-dates are required for each household member. Describe the relationship to the Applicant for each household member (for example: Wife, Son Daughter, Mother, Nephew, etc.).

**Part 2** Intentionally omitted.

**Part 3** of the application is optional, and designed to capture racial data on applicant households.

**Part 4** Intentionally omitted.

**Part 5** of the application captures income data for the applicant household. Please fill in the requested information in the appropriate spaces. A section for the full-time occupation and income for the applicant and co-applicant is provided, as well as an additional section, to capture

additional income from part-time jobs, alimony, child support, disability, retirement or investment income, etc. You must provide documentation of all income (see the application form and the checklist for guidance). Please provide documentation that is current with the application date (most recent time period). Should you have any questions, please contact the Plymouth Redevelopment Authority for guidance before submitting your application.

**Part 6** of the application captures information about household assets. Assets include liquid assets such as cash in savings and checking accounts, real estate owned, investment accounts (stocks, bonds, mutual funds, etc...). You must include all retirement accounts. Please indicate in whose name(s) each account is held and name of the bank or brokerage. If it is an interest-bearing account (such as a savings account), show the interest rate (example: if your savings account pays 2.5% interest, list 2.5 in the column for interest rate). The current balance should include the principal balance (or value if a non-cash asset) as of the most recent statement. Please include documentation as outlined in the application package and checklist.

**Part 7** of the application should be filled out regarding members of the applicant household who are over 18 years of age and registered as a full-time student(s) in a school or college. Please include a letter from the educational institution showing that the household member is a full-time student(s), and the anticipated graduation date(s).

**Part 8** of the application is for signatures and certifications by the Applicant and Co-Applicant. Please read the certification statement and sign this page.

#### **General Authorization for Release of Information Form**

All household members over the age of 18 must sign and date this form. This form will be used to verify information provided with the application.

**PLYMOUTH REDEVELOPMENT AUTHORITY**  
**Application for**

**1C Woodlark Drive, Norton, MA**

**Part I - Applicant Information**

<b>Applicant's Name</b>			
	<b>Mr./Mrs. Etc.</b>	<b>First Name</b>	<b>Last Name</b>

<b>Co-Applicant's Name</b>			
	<b>Mr./Mrs. Etc.</b>	<b>First Name</b>	<b>Last Name</b>

<b>Applicant's Mailing Address</b>			
	<b>Street / Apt. # / PO Box</b>		
	<b>City</b>	<b>State</b>	<b>ZIP</b>

<b>Phone / Email</b>			
	<b>Home Phone</b>	<b>Cell Phone</b>	<b>Email</b>

**Household Members** (List all household members, regardless of age, who will occupy the affordable unit)

<b>Name</b>	<b>Relationship</b>	<b>Date of Birth</b>	
	Applicant		
	Co-Applicant		

**Part II**  
**Intentionally Omitted**

**Part III - Minority Information for Applicant's**

**\*Optional: Please check the appropriate Race Category for each Household Member**

Household Member	Native American/ Alaskan	Native Hawaiian/ Pacific Islander	African American	Hispanic/ Latino	White/ Non-Minority	Other/ Non-White

**Part IV  
Intentionally Omitted**

**Part V (A) - Applicant's Household Income**

Applicant's Full Time Occupation  Employer Name Address Supervisor  Total income before any deductions:						
	Street	City/Town				
	State	Zip				
	Employer		Name	Phone #		
EXT.						
If paid Weekly (attach 5 most recent pay stubs)		\$ Period #1	\$ Period #2	\$ Period #3	\$ Period #4	\$ Period #5
If paid B-Weekly (attach 3 most recent paystubs)		\$ Period #1	\$ Period #2	\$ Period #3		
If paid Monthly (attach 2 most recent pay stubs)		\$ Period #1	\$ Period #2			

**Applicant's Total Gross Income:** \_\_\_\_\_

**Part V (B) - Co-Applicant's Household Income**

Co-Applicant's Full Time Occupation  Employer Name Supervisor Name Total income before any deductions:	Street					City/Town		State		Zip		
	.Name					Telephone #			Ext			
	If paid Weekly (attach 5 most recent pay stubs)											
	\$ Period #1		\$ Period #2		\$ Period #3		\$ Period #4		\$ Period #5			
If paid B-Weekly (attach 3 most recent pay stubs)												
\$ Period #1		\$ Period #2		\$ Period #3								
If paid Monthly (attach 2 most recent pay stubs)												
\$ Period #1		\$ Period #2										
<b>Co-Applicant's Total Gross Income:</b>												

**Part V (C) - Other Household Income**

Household Member	Type of Income	Monthly Gross Amount

**Part VI - Assets**

Name on Account	Bank/Brokerage Name	Account Type/Interest Rate	Balance
			\$
			\$
			\$
			\$
			\$
			\$
<b>TOTAL ASSETS:</b>			\$



**Part VII - Adult Full-Time Students**

Is any member of the Owner's Household over 18 years a full-time student?  
If yes, list name of full-time student(s) and school attending:

Name	School

**\*Attach a letter from each school verifying the student is enrolled full-time.**

**Part VIII - Certification**

I/We certify that the information contained in this application is true and accurate to the best of my/our knowledge.

I/We understand that only applications that are complete and eligible under the guidelines and contain all necessary documentation and certifications will be entered into the lottery.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Received by Plymouth Redevelopment Authority:

Date	Time	Received by	PRA Signature

**PLYMOUTH REDEVELOPMENT AUTHORITY**  
26 Court Street,  
Plymouth, MA 02360

**PLEASE MARK ENVELOPE "Woodlark Condo"**

# General Authorization for Release of Information

## 1C Woodlark Drive, Norton, MA

I/We hereby authorize the Plymouth Redevelopment Authority to pull a tri-merged credit report and to verify any and all income, assets and other financial information. I/we direct any employer, landlord, or financial institution to release any information to the Plymouth Redevelopment Authority for the purpose of determining income eligibility for 1C Woodlark Drive, Norton, MA.

Any information released will be kept confidential.

_____	_____	_____
Applicant Signature	Social Security #	Date

_____	_____	_____
Co-Applicant Signature	Social Security #	Date

_____	_____	_____
Additional Family Member	Social Security #	Date

_____	_____	_____
Additional Family Member	Social Security #	Date

**KEEP THIS DOCUMENT ACCESSIBLE  
IT CONTAINS VALUABLE CONTACT INFORMATION**

**LOCAL INITIATIVE PROGRAM (LIP)**  
**HOMEBUYER DISCLOSURE STATEMENT**

This Homebuyer Disclosure Statement summarizes your rights and obligations in purchasing this home. You are about to purchase a home located at \_\_1C Woodlark Drive \_\_, in \_\_Norton\_\_, Massachusetts (the "Municipality") at less than the home's fair market value, under the Local Initiative Program (LIP). When you sell the home, that same opportunity will be given to the new buyer. In exchange for the opportunity to purchase the home at less than its fair market value, you must agree to certain use and transfer restrictions. These restrictions are described in detail in a LIP Deed Rider that will be attached to the deed to your home and recorded at the Registry of Deeds.

**PLEASE REMEMBER:**

- You must occupy this home as your primary residence;
- You must obtain consent from the Department of Housing and Community Development (DHCD) and the Municipality [and \_\_N/A\_\_ (if another monitoring agent is listed)] (together they are referred to as the "Monitoring Agents" in this Homebuyer Disclosure Statement) before renting, refinancing or granting any other mortgage, or making any capital improvements to your LIP home;
- You must give written notice to the Monitoring Agents when you decide to sell your property.

The contact information for the Monitoring Agents is listed in the LIP Deed Rider.

Please read the LIP Deed Rider restriction in its entirety because it describes and imposes certain important legal requirements. It is strongly recommended that you consult an attorney to explain your legal obligations and responsibilities.

**Primary Residence**

You must occupy your LIP property as your primary residence.

**Renting, Refinancing and Capital Improvements**

You must obtain the prior written consent of the Monitoring Agents before you do any of the following:

- Rent your LIP home;
- Refinance an existing mortgage or add any other mortgage including a home equity loan; or

- Make any Capital Improvements (for example, a new roof or a new septic system – see attached Capital Improvements Policy) if you wish to get credit for those costs (at a discounted rate) when you sell your home.

Before taking any action, please contact DHCD for instructions on renting, mortgaging, or making capital improvements to your home. If you do not obtain the required consent from the Monitoring Agents, you can be required to pay all of the rents or proceeds from the transaction to the Municipality.

### **Resale Requirements**

When you sell your home, you are required to give written notice to the Monitoring Agents of your desire to sell so that they may proceed to locate an Eligible Purchaser for your LIP home. Your sale price will be computed by DHCD based on the formula set forth in the LIP Deed Rider to reflect your original purchase price plus certain limited adjustments.

The allowed sale price is defined as the “Maximum Resale Price” in the LIP Deed Rider. It is calculated by adjusting the purchase price you paid for the home to reflect any change in the area median income from the time you purchased the LIP home to the time of the resale plus:

- (a) The Resale Fee as stated in the LIP Deed Rider;
- (b) Approved marketing fees, if any; and
- (c) Approved Capital Improvements, if any.

The Maximum Resale Price can never be more than the amount which is affordable to an Eligible Purchaser earning 80% of the area median income, as determined by a formula set forth in the LIP Deed Rider. The sales price will also never be less than the purchase price you paid, unless you agree to accept a lower price.

The Monitoring Agents have up to 90 days after you give notice of your intention to sell the home to close on a sale to an Eligible Purchaser, or to close on a sale to a Monitoring Agent, or to a buyer that one of them may designate. This time period can be extended, as provided in the LIP Deed Rider, to arrange for details of closing, to locate a subsequent purchaser if the first selected purchaser is unable to obtain financing or *for lack of cooperation* on your part.

It is your obligation to cooperate fully with the Monitoring Agents during this resale period.

If an Eligible Purchaser fails to purchase the home, and none of the Monitoring Agents (or their designee) purchases the home, you may sell the home to a purchaser who does not qualify as an Eligible Purchaser (in this event, this purchaser is referred to as an ineligible purchaser), subject to the following:

- (i) the sale must be for no more than the Maximum Resale Price;
- (ii) the closing must be at least 30 days after the closing deadline described above;
- (iii) the home must be sold subject to a LIP Deed Rider; and
- (iv) if there are more than one interested ineligible purchasers, preference will be given to any purchaser identified by DHCD as an appropriately-sized household whose income is more than 80% but less than 120% of the area median income.

Any sale by you to an Eligible Purchaser, or to an ineligible purchaser (as described in the LIP Deed Rider), is subject to the normal and customary terms for the sale of property, which are set forth in the LIP Deed Rider and which will be included in your Purchase and Sale Agreement.

There is no commitment or guarantee that an Eligible Purchaser will purchase the LIP home, or that you will receive the Maximum Resale Price (or any other price) for your sale of the LIP home.

A sale or transfer of the home will not be valid unless (1) the total value of all consideration and payments of every kind given or paid by the selected purchaser do not exceed the Maximum Resale Price, and (2) the LIP Compliance Certificate that confirms that the sale or transfer was made in compliance with the requirements of the LIP Deed Rider is executed by the Monitoring Agents and recorded at the Registry of Deeds by the closing attorney.

If you attempt to sell or transfer the home without complying with the LIP Deed Rider requirements, the Monitoring Agents may, among their other rights, void any contract for such sale or the sale itself.

### **Foreclosure**

In the event that the holder of a mortgage delivers notice that it intends to commence foreclosure proceedings, the LIP Deed Rider gives the Municipality an option to purchase the home (or to designate another party to purchase the home) for a period of 120 days after notice of the Lender's intent to foreclose.

If this foreclosure purchase option is exercised, the purchase price will be the greater of (i) the amount of the outstanding balance of the loan secured by the mortgage, plus the

outstanding balance of the loans secured by any mortgages senior in priority, up to the Maximum Resale Price as of the date the mortgage was granted, plus any future advances, accrued interest and/or reasonable costs and expenses that the mortgage holder is entitled to recover, or (ii) the Maximum Resale Price at the time of the foreclosure purchase option, except that in this case the Maximum Resale Price may be less than the purchase price you paid. By signing the LIP Deed Rider, you are agreeing that you will cooperate in executing the deed to the Municipality (or its designee) and any other required closing documents.

If the foreclosure purchase option has not been exercised within 120 days of delivery of the foreclosure notice to the Monitoring Agents, the mortgage holder may conduct a foreclosure sale. The mortgage holder or an ineligible purchaser may purchase the home at the foreclosure sale, subject to the LIP Deed Rider.

If the sale price at the foreclosure sale is greater than the purchase price that would have applied for the Municipality's foreclosure purchase option as described above, the excess will be paid to the Municipality. By signing the LIP Deed Rider, you are agreeing to assign any rights and interest you may otherwise have in the balance of any foreclosure proceeds available after satisfaction of all obligations to the holder of the foreclosing mortgagee, for delivery to the Municipality.

There is no commitment or guarantee that the Municipality will exercise the foreclosure purchase option, or that your Lender will receive the Maximum Resale Price (or any other price) in any foreclosure sale of the LIP home. In addition, the foreclosing lender retains the right to pursue a deficiency against you.

### **Violation of Restriction Requirements**

If you violate any of the Restriction terms, you will be in default and the Monitoring Agents may exercise the remedies set forth in the LIP Deed Rider.

If one or more of the Monitoring Agents brings an enforcement action against you and prevails, you will be responsible for all fees and expenses (including legal fees) for the Monitoring Agent(s). The Monitoring Agent(s) can assert a lien against the home to secure your obligation to pay those fees and expenses.

### **Acknowledgements**

By signing below, I certify that I have read this Homebuyer Disclosure Statement and understand the benefits and restrictions described. I further certify that I have read the LIP Deed Rider and understand the legal obligations that I undertake by signing that document.

I also certify that I have been advised to have an attorney review this document and the LIP Deed Rider with me.

Dated \_\_\_\_\_, 2020

\_\_\_\_\_  
Homebuyer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Homebuyer

\_\_\_\_\_  
Witness