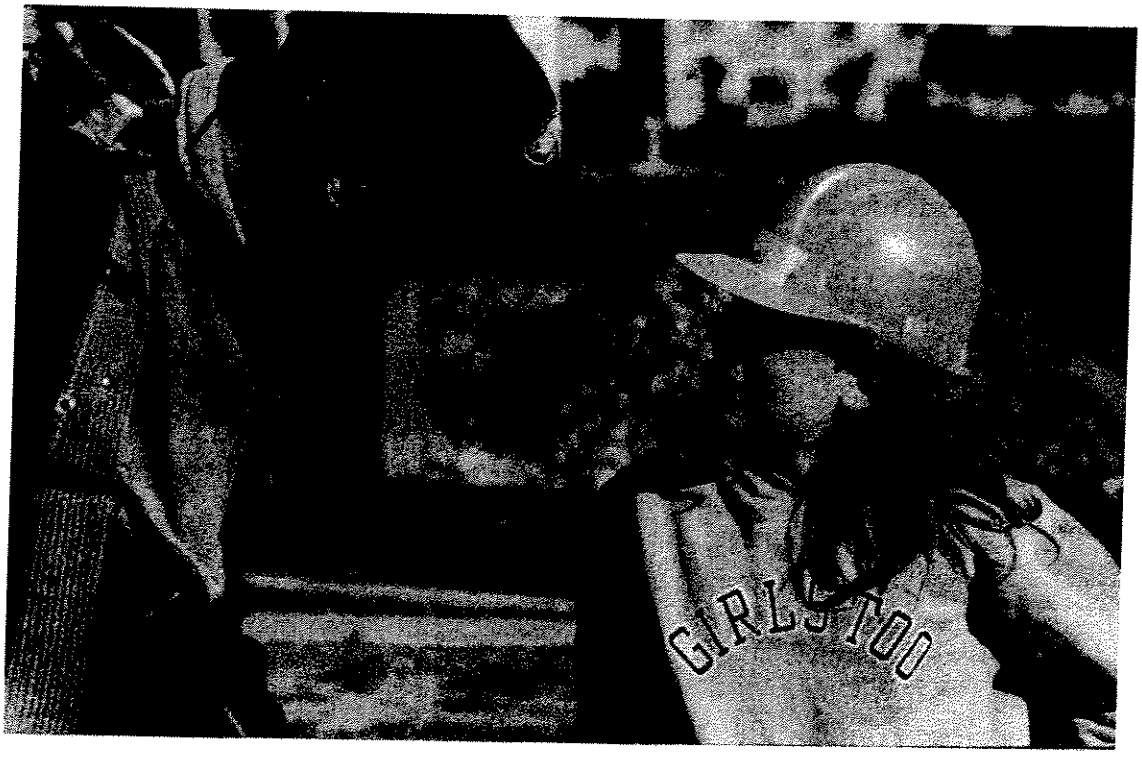
HABITAT FOR HUMANITY APPLICATION FOR COMMUNITY PRESERVATION FUNDING

Habitat for Humanity
North Central Massachusetts



Building Homes, Building Hope

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TOWN OF ACTON
PLANNING DEPARTMENT

HABITAT FOR HUMANITY APPLICATION FOR COMMUNITY PRESERVATION FUNDING

Applicant: Habitat for Humanity North Central Massachusetts (HFHNCM)
Submission Date: November 4, 2004
Purpose: Community Housing
Applicant Contact: Megan Foley
Address: Habitat for Humanity, NCM, Massachusetts Innovation Center Campus, One Oak Hill Road, Fitchburg, MA, 01420
Phone: 978-348-2749
Email: mfoleyhabitat@aol.com
Town Committee: Acton Community Housing Corporation
Amount Requested: $35,000
Estimated Date for Commencement of the Project: April 2005
Estimated Date for Completion: December 2005/January 2006

Project Summary

Habitat for Humanity North Central Massachusetts, Inc. (HFHNCM) is an affiliate of Habitat for Humanity International, incorporated in Massachusetts as an independent non-profit 501(c)(3) organization. HFHNCM will build a three bedroom, single-family home with community volunteers and a family that meets HFHI criteria: Families must have a demonstrated need for the safe, simple, decent Habitat home; their income must be between 30% - 55% of the area median income; and they must be willing to partner with Habitat to help build their own home. Construction of a one family affordable Habitat home would be in Acton. The site will be selected by the Acton Board of Selectmen, in conjunction with HFHNCM and the Acton Community Housing Corporation. We are looking for $35,000 in CPA funds for land acquisitions and infrastructure costs to be matched with other Habitat for Humanity NCM and locally raised funds. For more information on Habitat for Humanity International and the North Central Massachusetts Affiliate, please refer to *Appendix A*). At completion, the home will be sold to the Homeowner-Partner with a zero-interest mortgage. A modified deed restriction will be attached that guarantees the home will remain as affordable housing as agreed to by the Massachusetts State Department of Housing and Community Development (DHCD) and Habitat NCM. (See *Appendix B – Deed Restrictions*).

Project Narrative

Habitat for Humanity is a volunteer-based initiative to provide affordable housing with those in need. The Habitat process is outlined in this document including site selection, family selection, creating a volunteer-based Local Build Committee, fund raising, and the final construction of the home. Habitat homes don't just build hope for a single family, they build better communities.

Community Housing Need & Goals: This is a local initiative to fill the critical need for housing for a very low income population. The construction and subsequent sale of this home will enable a family of limited means to settle in the town of Acton, contribute as citizens and taxpayers, increase the economic diversity of the town, educate their children in good schools and generally reap the benefits and responsibilities of living in Acton.

Habitat is compliant with 40B of the Massachusetts General Laws for affordable housing. Habitat homes are sold to the partner family with an interest free mortgage. The family pays the monthly mortgage payments, which go into a revolving fund to help build the next Habitat home. Deed restrictions prevent any windfall profit from the sale of the home and keep the home compliant with affordable housing restrictions. Habitat has the right of first refusal if the home is sold, then the Town, and then the DHCD. Equity is pro-rated based on the number of years the homeowner has owned the home and the selling price has a fixed formula based on the increase in the area median income. Building a Habitat home in Acton will enable the Town to meet these goals and also contribute to Acton's goal of having 10% of its housing stock recognized as affordable housing.

Community Support: The Acton Board of Selectmen has voted to approve a Habitat home being built in Acton and enable HFHNCM to begin evaluating Town-owned sites. The Acton Community Housing Corporation is also supportive of this project. This home will be built by HFHNCM and an Acton Local Project Committee (LPC). The LPC is developed within each town where a Habitat for Humanity home is being built. The LPC committees work with the HFHNCM Board to raise local awareness, raise funds, recruit volunteers, and manage the building of the home. If a home were to be built in Acton, then the HFHNCM affiliate would approve a chairperson from Acton to head-up the Acton LPC. The LPC chairperson would develop a local committee to work with the HFHNCM affiliate on the build. HFHNCM has had many active volunteers from the Town of Acton, including the past HFHNCM president, Ron Yates. Barbara Yates, a long time Acton resident, initiated bringing Habitat for Humanity into this area. Many volunteers from Acton faith communities (i.e., Acton Congregational, St. Matthew's, and South Acton Congregational) have worked on Habitat houses and a consortium of Acton churches worked together on a major fundraiser.

Acton Master Plan Need and Goals: As stated in the Town of Acton Community Preservation Plan:

'It is a core value of Acton to provide affordable housing opportunities for its citizens. In order to maintain Acton's community character, it is critical for the Town to encourage and enable a diverse range of Acton resident households to live here.'

The hope is that the success of this project will open up the possibility of future affordable housing projects, and that the example of the town's provision of land will inspire private donations of land as well as additional opportunities should suitable town-owned land become available. In this way, we hope to see a ripple effect, as local citizens and officials recognize that Habitat for Humanity affords a unique method to increase the affordable housing stock in Acton.

Habitat helps Towns in a number of ways.

- It provides a tax base on a property that is currently not contributing revenue to the Town.
- It builds community spirit through volunteerism and the involvement of citizens from many different groups, faith communities, and walks of life.
- It helps build an economically diverse community, giving people an opportunity to live and raise their children in a community that normally would be out of their reach.

Meeting CPA Criteria: A Habitat home meets community housing goals by providing affordable housing with those in need, limiting the purchase price of the home to meet 40B guidelines (see *Attachment B – Deed Restriction*), promote a range of economic diversity in housing, and preserve the character for Acton's established residential neighborhoods. A precedent has also been set in Ayer, where HFHNCM was awarded CPA funds in 2003.

Urgency: Our affiliate was incorporated in 1989 and we have completed homes in the following towns:

- 4 Gardner homes
- 2 Leominster homes
- 1 Littleton home
- 1 Fitchburg home

These are now homes to 23 children and their parents.

In 2004, homes were started in Groton, Fitchburg, and Ayer. We would like to expand our Habitat home coverage to Acton in 2005 to keep the Habitat momentum going. We believe that as long as there are

Site Control

Land for Habitat homes is either donated by a town or a private individual. We recognize that at times donated land is not in the most desirable location. If Town land is to be "donated," then ownership can be transferred to Habitat via a public bid process, where Habitat is allowed to purchase the land for a minimal amount of money, sometimes as little as $1.00. In May 2004, the Acton Board of Selectmen voted to allow HFHNCM to review its current list of Town-owned properties for consideration for a Habitat building site. Once a site is selected, HFHNCM will ask the Acton Community Housing Corporation and the BOS for approval to gift the site to HFHNCM. An article to gift the land to HFHNCM will then go to Town vote in April 2005. The allocation of CPA funds towards the building of the Acton Habitat home will be contingent on the approval by the Town to gift the land to HFHNCM. As of this proposal application, sites are still being evaluated by HFHNCM. As mentioned before, a modified deed restriction that is compliant with M. G. L. c. 40B will apply as agreed to by Habitat and the DHCD (see Appendix B for Deed Restriction). Once a site is selected, then a Construction Chairperson will be appointed and a site plan will be developed by local engineers.

Project Scope

Timeline: Habitat has a very well defined process for building affordable homes with those in need. It typically takes 6 – 8 months, weather permitting to build a Habitat home (See *Appendix C.* for a Sample Schedule). The first step typically is to select a site. As explained in the Project Location section of this proposal, Habitat NCM sites have typically been donated by either a private individual or a town. Once land is selected for a building site, then the Local Project Community (LPC) is created. Habitat NCM will hold local meetings to find volunteers who could make up the LPC. A LPC chairperson oversees this committee and works with the Habitat NCM Board. The LPC will be involved in fund raising, volunteer coordination, family selection and partnership, faith community relations, PR and construction. There have been projects where the LPC was formed before a site was found, such as in Groton. This may be the case in Acton as well if we feel that the local community support is required to help acquire a site.

The next step is the Partner-Homeowner selection. Partner-Homeowner selection is based on need ... need for housing and financial need. Applicants' incomes must be between 30% - 55% of the median income in Massachusetts. Applicants must attend a family selection orientation and complete an application to show need and ability to pay. They do not have to live in the community where the house is being built. In fact, to meet the state requirements for the home to qualify as an affordable housing unit, application must be open to anyone who resides in Massachusetts. Once homeowners are qualified by HFHNCM, then they are chosen via lottery as compliant with M. G. L. c. 40B guidelines. The homeowner(s), selected prior to the start of construction, will work 300 – 500 hours of "sweat equity" on the home.

Construction begins when a qualified site supervisor is selected and volunteer labor is recruited. Many faith groups and corporations volunteer as teams for building Habitat homes on Saturdays and occasional weekdays. During the week professional-sub-contractors such as electricians, plumbers, etc. come in to do contracted work. The actual construction typically takes about 6 months. For a sample construction schedule, see *Appendix E.*

Plans: A typical Habitat NCM home is three bedrooms, with one bathroom, a living room, and kitchen, with no garage and an unfinished basement. The approximate square footage is 1050 - 1200 sq. ft. Home designs can either be ranch or two story styles as shown below. Care is taken to have the home design compatible with other homes in the neighborhood. Habitat has standard home designs, which are adapted to meet the particular site. This work is often done *pro bono* by a local architect.

Gardner Home completed in 2004.

Fitchburg home completed in 2003.

Cost Estimate

The budget for this home is projected at $78,761 (see *Appendix D* for Sample Construction Budget). It is expected that the actual outlay of funds will not exceed $70,000 based on anticipated contribution of professional services such as electrical, plumbing, heating and materials such as fill and building components. Most of the money that we raise is to pay for out of pocket expenses like lumber, electricians, plumbing, etc. We work with many local vendors, such as Home Depot, Maki's Building Centers in Fitchburg and Gardner, and Hamshaw Lumber of Orange, MA that provide Habitat for Humanity a reduced rate on materials. The challenge to the community is to raise $70,000 through local efforts and to engage local suppliers and construction professionals to provide in-kind donations of materials and services. These efforts include fundraising events, approaching businesses and contractors for in-kind donations, and promoting monetary donations from civic groups, faith communities and individuals.

Fund Raising: Fund raising for a Habitat home involves a variety of activities including: events, mailings, and local presentations. HFHNCM has consistently met its goals to raise funds for Habitat homes. If we receive CPA funds for land acquisition and infrastructure costs, then we will raise the balance through local fund raising efforts. These efforts include, but are not limited to, benefit dinners, concerts, direct mailings, walking or bicycling events. Many churches and schools get involved in fund raising, as well as in raising community awareness.

Feasibility

The main outstanding issue for building a home in Acton will be the acquisition of a proper building site. The allocation of the CPA funds will be contingent on obtaining a site. We feel that there will not be any issues with getting volunteers, additional funding, or a partner/family. HFHNCM will obtain all permits and approvals for the construction of the home and address any zoning concerns. Given our track record for building homes in this area, we do not foresee any problems once the land is acquired for building.

Attachments

Appendix A: Background on Habitat for Humanity and NCM
Appendix B: Affordable Housing Deed Restriction
Appendix C: Sample Construction Schedule
Appendix D: Sample House Budget

Appendix A: Habitat for Humanity Background

Habitat for Humanity International

Habitat for Humanity International is a nonprofit, ecumenical Christian housing ministry. HFHI seeks to eliminate poverty housing and homelessness from the world, and to make decent shelter a matter of conscience and action.

Habitat invites people of all backgrounds, races and religions to build houses together in partnership with families in need.

Habitat has built more than 175,000 houses around the world, providing safe, decent, affordable shelter for more than 900,000 people. HFHI was founded in 1976 by Millard Fuller along with his wife Linda. Through volunteer labor and tax-deductible donations of money and materials, Habitat builds and renovates simple, decent houses with the homeowner (partner) families. Habitat homes are sold to partner families at no profit, financed with zero-interest mortgages. The homeowners' monthly mortgage payments go into a revolving Fund for Humanity that is used to build more houses.

Habitat is a worldwide, grass-roots movement. There are more than 2,100 active affiliates in 100 countries, including all 50 states of the United States, the District of Columbia, Guam and Puerto Rico. Habitat carries out its mission at the community level through local affiliates. Habitat for Humanity International's headquarters, located in Americus, Ga., USA, provides information, training and a variety of other support services to Habitat affiliates worldwide. All Habitat affiliates are asked to "tithe" -- to give 10 percent of their contributions to fund house-building work in other nations.

Habitat for Humanity's work is accomplished at the community level by affiliates -- independent, locally run, nonprofit organizations. Each affiliate coordinates all aspects of Habitat home building in its local area -- fund raising, building site selection, partner family selection and support, house construction and mortgage servicing.

How Habitat Works

Through volunteer labor and donations of money and materials, Habitat builds and rehabilitates simple, decent houses with the help of the homeowner (partner) families. Habitat houses are sold to partner families at no profit, financed with affordable, no-interest loans. The homeowners' monthly mortgage payments are used to build still more Habitat houses. Habitat is not a giveaway program. In addition to a down payment and the monthly mortgage payments, homeowners invest hundreds of hours of their own labor -- sweat equity -- into building their Habitat house and the houses of others.

How Habitat Partner Families are Selected

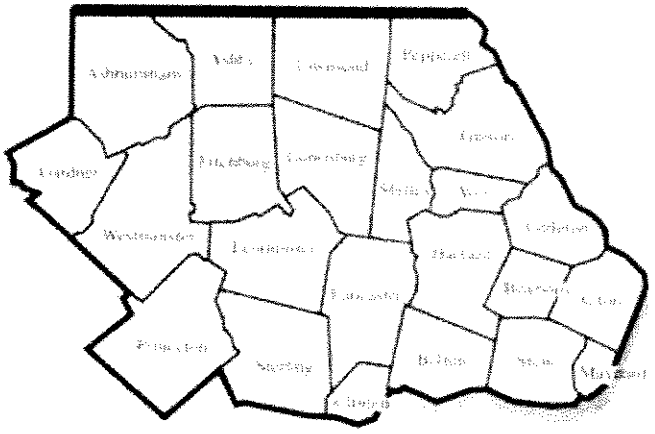
Families in need of decent shelter apply to local Habitat affiliates. The affiliate's family selection committee chooses homeowners based on their level of need, their willingness to become partners in the program and their ability to repay the no-interest loan. Every affiliate follows a nondiscriminatory policy of family selection. Neither race nor religion is a factor in choosing the families who receive Habitat houses. Habitat partner families do not have to reside in the town where the Habitat home is being built.

A partner family orientation is held where potential partner families may apply to be considered for a Habitat for Humanity home. The family selection committee selects the partner family based on the criteria mentioned above. Once a partner family is selected, a local liaison (family partner) is assigned. This liaison works with the family throughout the building phase and through at least the first year of home ownership, providing support and education about budget and home maintenance.
At completion, the owner purchases the home with a long-term, interest-free mortgage which is held by HFHNCM.

Habitat for Humanity North Central Massachusetts (NCM)

The North Central Massachusetts (NCM) affiliate is headquartered at the Massachusetts Innovation Center Campus, One Oak Hill Road, Fitchburg, MA, 01420. The affiliate covers the towns shown in the map below, including Acton. Local Project Committees are formed to work with HFHNCM to build homes.

Habitat for Humanity
North Central Massachusetts
Serves these towns:



Contacts for Habitat NCM

North Central Massachusetts Habitat for Humanity	**Mailing Address:** Massachusetts Innovation Center Campus, One Oak Hill Road Fitchburg, MA, 01420 **eMail: hfhncm@verizon.net** **Web site: http://www.ncmhabitat.org/** **Phone: 978-348-2749** **Fax: 978-343-9386**
Megan Foley, Executive Director	**Phone: 978-348-2749** **Email: mfoleyhabitat@aol.com**
Mike Jeans, President, Board of Directors	**Phone: 978-369-8187** **Email: mjeans@newdirections.com**
Jane Shurtleff, Publicity Chairperson	**Phone: 978-263-6824** **Email: jeshurtleff@earthlink.net**

A Construction Chairperson is appointed once a site is selected. House plans will also be determined after the site is selected and a site plan is completed.

Appendix B: AFFORDABLE HOUSING RESTRICTION – USED IN AYER

LOCAL INITIATIVE PROGRAM

AFFORDABLE HOUSING RESTRICTION
("Deed Rider")

to be recorded as a Restriction following the Deed
from Habitat for Humanity North Central Massachusetts, Inc. ("Habitat")

to_____("Grantee")

dated_____, _____

WITNESSETH

WHEREAS, pursuant to M. G. L. c. 40B, §§20-23 (the "Act") and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April, 1989, regulations have been promulgated at 760 CMR 45.00 et seq. (the "Regulations") which establish the Local Initiative Program ("LIP");

WHEREAS, the Commonwealth of Massachusetts, acting by and through the Director of the Department of Housing and Community Development ("DHCD" or the "Director") pursuant to Chapter 23B of the General Laws administers the LIP Program on behalf of the Commonwealth;

WHEREAS, it is the purpose of the LIP Program to give cities and towns greater flexibility in their efforts to provide affordable housing to households having low and moderate incomes;

WHEREAS, the United State Department of Housing and Urban Development (HUD) periodically publishes median income statistics for Fitchburg/Leominster PMSA ("the area median income"), which is utilized as the basis for defining low and moderate income;

WHEREAS, the Town of Ayer (the "Municipality") acting by and through its Chief Elected Official (as that term is defined in the regulations) has elected to participate in the LIP Program;

WHEREAS, the rights and restrictions granted herein to DHCD, Habitat for Humanity North Central Massachusetts, Inc. ("Habitat") and to the Municipality serve the public's interest in the creation and retention of affordable housing for persons and families of low and moderate income and in the restricting of the resale price of property in order to assure its affordability by future low and moderate income purchasers;

WHEREAS, pursuant to the LIP Program, eligible purchasers such as the Grantee are given the opportunity to purchase certain property below the property's appraised fair market value if the purchaser agrees to convey the property on resale to an income eligible purchaser located by Habitat, the Municipality, or DHCD, for a "Maximum Resale Price";

WHEREAS, Habitat and the Grantee are participating in the LIP Program and Habitat has received a certain parcel of land located at Shirley Street, Ayer, identified as Parcel 53 on Assessor's Map 26 in Ayer for nominal consideration from the Municipality, and Habitat has undertaken to build one housing unit on said parcel of land, and in accordance with the LIP Program, the Grantor (which is Habitat in the case of the initial conveyance of the Property subject to this Affordable Housing Restriction) is conveying that certain real property with a housing unit thereon more particularly described in the Deed ("Property") to the Grantee at a consideration which is less than the fair market value of the Property;

WHEREAS, the "Maximum Resale Price" is intended to insure affordability of the property to a household at no greater than 80% of area median income;

WHEREAS, the "Maximum Resale Price" shall be determined by multiplying the area median income most recently published prior to the resale by the "Maximum Resale Price Multiplier" as defined herein. The Maximum Resale Price Multiplier shall be a number derived by dividing the original sales price of the property from Habitat to the Grantee by the area median income (calculated based on a four-person household). For example, if the original sales price of the Property is $70,000.00 and the median income in the applicable metropolitan statistical area (Fitchburg/Leominster PMSA) for a four-person household at the time of the original sale was $62,200.00, the Maximum Resale Price Multiplier would be 1.13 and the Maximum Resale Price would be derived by multiplying the Maximum Resale Price Multiplier (1.13) by the most recently published area median income for a four-person household in the applicable metropolitan statistical area.

WHEREAS, a "Maximum Resale Price Multiplier" equal to 1.13 is hereby assigned to be used in determining the "Maximum Resale Price" of the Property;

NOW THEREFORE, as further consideration from the Grantee to Habitat, Director, and the Municipality for the conveyance of the Property at a discount in accordance with the LIP Program, the Grantee, his heirs, successors and assigns, hereby agrees that the Property shall be subject to the following rights and restrictions which are hereby imposed for the benefit of, and shall be enforceable by, Habitat, its assignees or designees, the Director of the Department of Housing and Community Development, or its successors, assigns, agents and designees ("Director") and the Municipality, acting by and through its Chief Elected Official, its assignees, agents and designees:

1. Right of First Refusal:

(a) When the Grantee or any successor in title to the Grantee shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Grantee shall notify Habitat, the Director, and the Municipality in writing of the Grantee's intention to so convey the Property ("Notice"). Within thirty (30) days of the giving of the Notice by the Grantee, Habitat shall notify the Grantee in writing (with a copy to the Municipality and the Director) as to whether Habitat is proceeding to locate an eligible purchaser of the Property or whether Habitat will exercise its right of first refusal to purchase the Property (the "Habitat Notice.") If the Habitat Notice states that Habitat is not proceeding to locate an eligible purchaser and that Habitat shall not exercise its right of first refusal to purchase the Property, or if Habitat fails to give the Habitat Notice within said thirty (30) days then, and only under such circumstances, the Municipality may, at any time from the thirty-first (31st) day after the giving of the Notice to and including the fortieth (40th) day after the giving of the Notice, notify the Grantee in writing (with a copy to Habitat and the Director) as to whether the Municipality is proceeding to locate an eligible purchaser of the Property or whether the Municipality shall exercise its right of first refusal, to purchase the Property (the "Municipality's Notice"). If the Municipality's Notice states that the Municipality is not proceeding to locate an eligible purchaser and that the Municipality shall not exercise its right of first refusal to purchase the Property, or if the Municipality fails to give the Municipality's Notice within said forty (40) days then, and only under such circumstances, the Director may, at any time from the forty-first (41st) day after the giving of the Notice to and including the fiftieth (50th) day after the giving of the Notice, notify the Grantee in writing (with a copy to Habitat and the Municipality) as to whether the Director is proceeding to locate an eligible purchaser of the Property or whether the Director shall exercise its right of first refusal, to purchase the Property (the "Director's Notice").

For the purpose of this Affordable Housing Restriction, an "eligible purchaser" shall mean a household with annual income at or below 60% of the area median income, adjusted for household size, satisfying the criteria set forth in the LIP Program guidelines in effect at the time Habitat, the Municipality or the Director locates such purchaser, and who, if located by Habitat, is ready and willing to purchase the Property within ninety

(90) days after the Grantee gives the Notice, or who, if located by the Municipality, is ready and willing to purchase the Property between ninety-one (91) days and one hundred twenty-five (125) days after the Grantee gives the Notice, or who, if located by the Director, is ready and willing to purchase the Property between one hundred twenty-six (126) days and one hundred thirty-five (135) days after the Grantee gives the Notice.

(b) In the event that (i) the Habitat Notice states that Habitat does not intend to proceed to locate an eligible purchaser and that Habitat does not intend to exercise its right of first refusal to purchase the Property, or Habitat fails to give the Habitat Notice within the time period specified above; and (ii) the Municipality's Notice states that the Municipality does not intend to proceed to locate an eligible purchaser and that the Municipality does not intend to exercise its right of first refusal to purchase the Property, or the Municipality fails to give the Municipality's Notice within the time period specified above; and (iii) the Director's Notice states that the Director does not intend to proceed to locate an eligible purchaser and that the Director does not intend to exercise its right of first refusal to purchase the Property, or the Director fails to give the Director's Notice within the time period specified above, the Grantee may convey the Property to any third party for not less than fair market value, free of all restrictions set forth herein, provided, however, all consideration and payments of any kind received by the Grantee for the conveyance of the Property to the third party which exceeds the Maximum Resale Price shall be immediately and directly paid to the Municipality (the "Windfall Amount"), which shall be deposited into an affordable housing fund, to be used by the Municipality for the purposes of encouraging, creating or subsidizing the construction or rehabilitation of affordable housing elsewhere in the Municipality or if no affordable housing fund exists, such excess shall be delivered to the Municipality as a gift for the aforementioned purposes and deposited into a fund established pursuant to G.L. c.44, s.53A (the "Affordable Housing Fund"). Upon receipt of this Windfall Amount, if any, the Municipality, acting by and through its Chief Elected Official shall remit to Habitat an amount equal to the Windfall Amount multiplied by Habitat's Proportional Contribution Factor. Habitat's Proportional Contribution Factor shall be calculated by first appraising the value of the Property at the time of the resale, singling out the value of the land alone, and the value of the buildings thereon alone. The value of Habitat's Contribution shall be equal to the appraised value of the buildings on the Property at the time of resale, less any consideration received by Habitat upon sale of the Property to the Grantee. The value of the Municipality's Contribution shall be equal to the appraised value of the land, which shall not consider any effect the conditions and restrictions contained in the deed from the Municipality to Habitat may have on the value of the Property. Habitat's Proportional Contribution Factor shall be the percentage of Habitat's Contribution in proportion to the Municipality's Contribution. [*For example, if the value of the buildings is $100,000 and Habitat received $70,000 in consideration, Habitat's Contribution is $30,000. If the value of the land is $70,000, the Municipality's Contribution is $70,000. Habitat's Proportional Contribution Factor would be 43%. If the Windfall Amount is $100,000, the Town would remit $43,000 to Habitat.*]

Immediately thereafter, the Municipality and the Director or the Director's designee shall issue to the third party a certificate in recordable form (the "Compliance Certificate") indicating the Municipality's receipt of the excess amount, if applicable, or indicating that no excess amount is payable, and stating that Habitat, Municipality, and the Director have each elected not to exercise its right of first refusal hereunder and that all rights, restrictions, agreements and covenants set forth in this Affordable Housing Restriction shall be henceforth null and void. This Compliance Certificate is to be recorded in the appropriate Registry of Deeds or registered with the appropriate Registry District of the Land Court and such Compliance Certificate may be relied upon by the then owner of the Property and by third parties as constituting conclusive evidence that such excess amount, if any, has been paid to the Municipality, or that no excess amount is payable, and that the rights, restrictions, agreements and covenants set forth herein are null and void.

(c) In the event that Habitat, within said thirty (30) day period, notifies the Grantee that Habitat is proceeding to locate an eligible purchaser or that Habitat shall exercise its right of first

refusal to purchase the Property ("Habitat Notice"), Habitat may locate an eligible purchaser, who shall purchase the Property at the Maximum Resale Price subject to an Affordable Housing Restriction satisfactory in form and substance to Habitat, the Municipality, and the Director, within ninety (90) days of the date that Grantee's Notice is given or Habitat may purchase the Property itself at the Maximum Resale Price subject to such an Affordable Housing Restriction within ninety (90) days of the date that Grantee's Notice is given. If Habitat shall fail to locate an eligible purchaser who purchases the Property within ninety (90) days of the date that Grantee's Notice is given, and if Habitat fails to purchase the Property itself within said period, then the Municipality may notify the Grantee that the Municipality is proceeding to locate an eligible purchaser or that the Municipality shall exercise the Municipality's right of first refusal to purchase the Property ("Municipality's Notice"). In this event, the Municipality may locate an eligible purchaser, who shall purchase the Property at the Maximum Resale Price subject to such an Affordable Housing Restriction, between the ninety-first (91st) day and the one hundred twenty-fifth (125th) day after said Grantee's Notice is given, or the Municipality may purchase the Property itself at the Maximum Resale Price subject to such an Affordable Housing Restriction with said period of time.

(d) If the Municipality shall fail to locate an eligible purchaser who purchases the Property between the ninety-first (91st) and one hundred twenty-fifth (125th) day of the date that Grantee's Notice is given, and if the Municipality fails to purchase the Property itself within said period, then, and only in such circumstances the Director, without any additional notice to the Grantee, may between one hundred twenty-six (126) days of the date that Grantee's Notice is given and one hundred thirty-five (135) days of the date that Grantee's Notice is given, purchase the Property itself at the Maximum Resale Price subject to an Affordable Housing Restriction satisfactory in form and substance to Habitat, the Municipality, and the Director, or locate an eligible purchaser, who shall purchase the Property at the Maximum Resale Price, subject to such an Affordable Housing Restriction. If more than one eligible purchaser is located by Habitat or the Municipality, Habitat or the Municipality shall conduct a lottery or other like procedure approved by the Director to determine which eligible purchaser shall be entitled to the conveyance of the Property. If more than one eligible purchaser is located by the Director, the Director shall conduct a lottery or other like procedure in the Director's sole discretion to determine which eligible purchaser shall be entitled to the conveyance of the property.

(e) If an eligible purchaser is selected to purchase the Property, or if Habitat, Municipality, or the Director elects to purchase the Property, the Property shall be conveyed by the Grantee to such eligible purchaser or to Habitat, Municipality or the Director as the case may be, by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except 1) such taxes for the then current year as are not due and payable on the date of delivery of the deed 2) any lien for municipal betterments assessed after the date of the Notice, 3) provisions of local building and zoning laws, 4) all easements, restrictions, covenants, and agreements of record specified in the Deed from Habitat to Grantee, 5) such additional easements, restrictions, covenants and agreements of record as the Municipality and the Director consent to, such consent not to be unreasonably withheld or delayed, and 6) an Affordable Housing Restriction satisfactory in form and substance to Habitat, the Municipality, and the Director which the Grantee hereby agrees to record.

(f) Said deed shall be delivered and the purchase price paid (the "Closing") at the Registry of Deeds in the County where the Property is located, or at the option of the eligible purchaser (or Habitat, Municipality or the Director, as the case may be, if Habitat, Municipality or the Director is purchasing the Property), exercised by written Notice to the Grantee at least five (5) days prior to the delivery of the deed, at such other place as the eligible purchaser (or Habitat, Municipality or the Director, as the case may be, if Habitat, Municipality or the Director is purchasing the Property) may designate in said Notice. The Closing shall occur at such a time and on such date as shall be specified in a written notice from the eligible purchaser (or Habitat, Municipality or the Director, as the case may be) to the Grantee, which date shall be at least five (5) days after the date on which such Notice is given, and if the eligible purchaser is located by Habitat or the

Municipality, or if Habitat or Municipality is purchasing the Property, no later than ninety (90) days after the Notice is given by the Grantee, or if the eligible purchaser is located by the Director, or if the Director is purchasing the Property, no earlier than ninety one (91) days after the Notice is given by the Grantee and no later than one hundred five (105) days after the Notice is given by the Grantee.

(g) To enable Grantee to make conveyance as herein provided, Grantee may if he, she or they so desire(s) at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests; all instruments so procured to be recorded simultaneously with the delivery of said deed.

(h) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing, and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the eligible purchaser or by Habitat, Municipality or the Director.

(i) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date hereof, reasonable wear and tear only excepted.

(j) If Grantee shall be unable to give title or to make conveyance as above stipulated, or if any change of condition in the Property not included in the above exception shall occur, then Grantee shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition hereby provided for. The Grantee shall use best efforts to remove any such defects in the title whether voluntary or involuntary and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after such Notice by Grantee that such defect has been cured or that the Property has been so restored. The eligible purchaser (or Habitat, Municipality or the Director, as the case may be) shall have the election, either at the original or any extended time for performance, to accept such title as the Grantee can deliver to the Property in its then condition and to pay therefore the purchase price without deduction, in which case the Grantee shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Grantee shall, unless the Grantee has previously restored the Property to its former condition, either: 1) pay over or assign to the eligible purchaser or Habitat, Municipality or the Director as the case may be, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonable expended by the Grantee for the partial restoration, or 2) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the eligible purchaser or to Habitat, Municipality or to the Director, as the case may be, a credit against the purchase price, on the delivery of the deed, equal to said amounts so retained by the holder of the said mortgage less any amounts reasonable expended by the Grantee for any partial restoration.

(k) In the event that (i) Habitat fails to locate an eligible purchaser who purchases the Property within ninety (90) days after Grantee's Notice is given, and Habitat does not purchase the Property during said period; and (ii) the Municipality fails to locate an eligible purchaser who purchases the Property between ninety-one (91) and one hundred twenty-five (125) days after Grantee's Notice is given, and the Municipality does not purchase the Property during said period; and (iii) the Director fails to locate an eligible purchaser who purchases the Property between one hundred twenty-six (126) and one hundred thirty-five (135) days after Grantee's Notice is given, and the Director does not purchase the Property within said period, then following the expiration of one hundred thirty-five (135) days after Grantee's Notice, the Grantee may convey the Property to any third party for not less than fair market value, free and clear of all restrictions set forth herein, including, but not limited to the Maximum Resale Price, provided, however, all

consideration and any payments of any kind received by the Grantee for the conveyance of the Property to the third party which exceeds the Maximum Resale Price (the "Windfall Amount") shall be immediately and directly paid to the Municipality, which shall deposit said Windfall Amount in the Municipality's Affordable Housing Fund. Upon receipt of this excess amount, if any, the Municipality, acting by and through its Chief Elected Official shall remit to Habitat an amount calculated in the same manner as under Paragraph 1(b) supra.

Immediately thereafter, the Municipality and the Director or the Director's designee shall issue to the third party a certificate in recordable form (the "Compliance Certificate") indicating the Municipality's receipt of the excess amount, if applicable, or indicating that no excess amount is payable, and stating that Habitat, Municipality, and the Director have each elected not to exercise its right of first refusal hereunder and that all rights, restrictions, agreements and covenants set forth in this Affordable Housing Restriction shall be henceforth null and void. This Compliance Certificate is to be recorded in the appropriate Registry of Deeds or registered with the appropriate Registry District of the Land Court and such Compliance Certificate may be relied upon by the then owner of the Property and by third parties as constituting conclusive evidence that such excess amount, if any, has been paid to the Municipality, or that no excess amount is payable, and that the rights, restrictions, agreements and covenants set forth herein are null and void.

2. Resale and Transfer Provisions:

(a) Except as otherwise stated herein, the Property or any interest therein shall not at any time be sold by the Grantee, the Grantee's successors and assigns, and no attempted sale shall be valid, unless:

(i) the aggregate value of all consideration and payments of every kind given or paid by the eligible purchaser (as located and defined in accordance with Section 1 above) or Habitat, the Municipality or the Director, as the case may be, to the then owner of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property and 1) if the Property is conveyed to an eligible purchaser, unless a certificate (the "Eligible Purchaser Certificate") is obtained and recorded, signed and acknowledged by the Director or the Director's designee and the Municipality acting by and through its Chief Elected Official and by Habitat which Eligible Purchaser Certificate refers to the Property, the Grantee, the eligible purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the eligible purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Affordable Housing Restriction, and unless there is also recorded a new Affordable Housing Restriction executed by the eligible purchaser which new Affordable Housing Restriction the Eligible Purchaser Certificate certifies is satisfactory in form and substance to Habitat, DHCD and the Municipality; 2) if the Property is conveyed to the Municipality unless a Certificate (the "Municipal Purchaser Certificate") is obtained and recorded, signed and acknowledged by the Director or the Director's designee and by the Municipality, acting by and through its Chief Elected Official, and by Habitat, which Municipal Purchaser Certificate refers to the Property, the Grantee, the Municipality, and the Maximum Resale Price for the Property and states that the proposed conveyance, sale or transfer of the Property to the Municipality is in compliance with the rights, restrictions, covenants and agreements contained in the Affordable Housing Restriction; or 3) if the Property is conveyed to Habitat, unless a Certificate (the "Habitat Purchaser Certificate") is obtained and recorded, signed and acknowledged by the Director or the Director's designee and by the Municipality, acting by and through its Chief Elected Official, which Habitat Purchaser Certificate refers to the Property, the Grantee, the Municipality, and the Maximum Resale Price for the Property and states that the proposed conveyance, sale or transfer of the Property to Habitat is in compliance with the rights, restrictions, covenants and agreements contained in the Affordable Housing Restriction; OR

(ii) pursuant to Sections 1(b) or 1(k), any amount in excess of the Maximum Resale Price which is paid to the Grantee by a purchaser who is permitted to buy the Property pursuant to

Sections 1(b) or 1(k), is paid by the Grantee to the Municipality, and the Director or the Director's designee and the Municipality acting by and through its Chief Elected Official execute and deliver a Compliance Certificate as described in Section 1(b) or 1(k) for recording with the appropriate registry of deeds or registry district.

(b) Any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate or an Eligible Purchaser Certificate or a Municipal Purchaser Certificate or a Habitat Purchaser Certificate referring to the Property as conclusive evidence of the matters stated therein and may record such Certificate in connection with conveyance of the Property, provided, in the case of an Eligible Purchaser Certificate and a Municipal Purchaser Certificate and a Habitat Purchaser Certificate, the consideration recited in the deed or other instrument conveying the Property upon such resale shall not be greater than the consideration stated in the Eligible Purchaser Certificate or the Municipal Purchaser Certificate, or Habitat Purchaser Certificate, as the case may be. If the Property is conveyed to the Director, the acceptance by the Director of a deed of the Property from the Grantee and the recording of such deed shall be deemed conclusive evidence that all rights, restrictions, covenants and agreements set forth in this Affordable Housing Restriction have been complied with and no certificate to that effect shall be necessary to establish the validity of such conveyance.

(c) Within ten (10) days of the closing of the conveyance of the Property from Grantor to Grantee, the Grantee shall deliver to Habitat, the Municipality and to the Director a true and certified copy of the Deed of the Property, together with information as to the place of recording thereof in the public records. Failure of the Grantee, or Grantee's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance.

(d) Notwithstanding anything to the contrary contained in this Affordable Housing Restriction, the Maximum Resale Price shall not be less than the purchase price which the Grantee paid for the Property plus the costs of marketing expenses.

(e) The Grantee understands and agrees that nothing in this Affordable Housing Restriction in any way constitutes a promise or guarantee by the Director or the Municipality that the Grantee shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

3. Restrictions Against Leasing and Junior Encumbrances: The Property shall not be leased, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Director, the Municipality and Habitat, provided, however, that this provision shall not apply to mortgages granted in connection with this conveyance. In other words, the Grantee must occupy the Property as his/her year-round residence, and may not rent any portion of the Property without the express written consent of the Director, the Municipality, and Habitat.

Any rents, profits, or proceeds from any transaction described in the last preceding sentence which transaction has not received the prior written consent of the Director, the Municipality, and Habitat shall be paid to the Municipality and such funds may be used by the Municipality or Habitat for any costs, including legal fees, incurred by the Municipality or Habitat in the enforcement of this Restriction. The Municipality shall remit one-half of any remaining funds collected under this paragraph to Habitat. In the event that the Director, the Municipality and Habitat, in the exercise of their absolute discretion, consent to any such leases, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction which exceed the carrying costs of the Property as determined by the Director, the Municipality, and Habitat in their sole discretion shall be paid to the Municipality, which shall remit one-half of such funds to Habitat.

4. Rights of Mortgagees:

(a) Notwithstanding anything herein to the contrary, but subject to the next succeeding paragraph hereof, if the holder of record (other than the Grantee or any person related to the Grantee by blood, adoption, or marriage, or any entity in which the Grantee has a financial interest) of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender or its successors or assigns (other than the Grantee, or any person related to the Grantee by blood, adoption or marriage, or any entity in which the Grantee has a financial interest) shall acquire the Property by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the Property in lieu of foreclosure, and provided that the holder of such mortgage has given Habitat, the Director, and the Municipality not less the sixty (60) days prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of the Property in lieu of foreclosure, the rights and restrictions contained herein shall not apply to such holder upon such acquisition of the Property, any purchaser (other than the Grantee, or any person related to the Grantee by blood, adoption or marriage, or any entity in which the Grantee has a financial interest) of the Property at a foreclosure sale conducted by such holder, or any purchaser (other than the Grantee or any person related to the Grantee by blood, adoption or marriage, or any entity in which the Grantee has a financial interest) of the Property from such holder, and such Property shall thereupon and thereafter be free from all such rights and restrictions.

(b) In the event such holder, conducts a foreclosure or other proceeding enforcing its rights under such mortgage and the Property is sold for a price in excess of the greater of 1) the sum of the outstanding principal balance of the note secured by such mortgage plus all future advances, accrued interest and all reasonable costs and expenses which the holder is entitled to recover pursuant to the terms of the mortgage and 2) the Maximum Resale Price applicable on the date of the sale, such excess shall be paid to the Municipality in consideration of the loss of the value and benefits of the rights and restrictions herein contained held by Habitat, the Director and the Municipality and released by Habitat, the Director and the Municipality pursuant to this section in connection with such proceeding. Upon receipt of any excess amount, the Municipality, acting by and through its Chief Elected Official shall remit to Habitat an amount equal to the excess amount multiplied by Habitat's Proportional Contribution Factor, in the same manner provided for under ¶1(b).

The Maximum Resale Price shall be determined by multiplying the area median income most recently published prior to the resale by the Maximum Resale Price Multiplier as defined supra.

To the extent the Grantee possesses any interest in any amount which would otherwise be payable to Municipality under this paragraph, to the fullest extent permissible by law, the Grantee hereby assigns its interest in such amount to said holder for payment to the Municipality.

5. Covenants to Run With the Property:

(a) The Grantee, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants and assign to Habitat, its agents, successors, designees and assigns, the Municipality, the Municipality's agents, successors, designees and assigns, and to the Director, the Director's agents, successors, designees and assigns the right of first refusal to purchase the Property as set forth herein, and the right to enforce the rights and restrictions, covenants and agreements set forth in the Affordable Housing Restriction. The Grantee hereby grants to Habitat, the Municipality and to the Director the right to enter upon the Property for the purpose of enforcing any and all of the restrictions, covenants and agreements herein contained, and to enforce Habitat's, the Municipality's and the Director's rights of first refusal to purchase the Property and the rights of Habitat, Municipality and the Director to designate a purchaser of the Property as set forth herein, and of taking all actions with respect to the Property which Habitat, Municipality or the Director may determine to be necessary or appropriate, with or without court order, to prevent, remedy or abate any violation of the restrictions, covenants and agreements and to enforce Habitat's, Municipality's and the Director's rights of first refusal to

purchase the Property and the rights of Habitat, Municipality and the Director to designate a purchaser of the Property set forth herein. The rights hereby granted to Habitat, Municipality and the Director shall be in addition to and not in limitation of any other rights and remedies available to Habitat or the Municipality or the Director for enforcement of the restrictions, rights, covenants and agreements set forth in this Affordable Housing Restriction. It is intended and agreed that all of the agreements, covenants, rights and restrictions set forth above shall be deemed to be covenants running with the Property and shall be binding upon and enforceable against the Grantee, the Grantee's successors and assigns and any party holding title to the Property, for the benefit of and enforceable by Habitat, its agents, successors, designees and assigns, the Municipality, the Municipality's agents, successors, designees and assigns and the Director, the Director's agents, successors, designees and assigns for a term of fifty (50) years, or 1) upon the recording of a Compliance Certificate or 2) upon the recording of an Eligible Purchaser Certificate and a new Affordable Housing Restriction executed by the eligible purchaser referenced in the Eligible Purchaser Certificate, which new Affordable Housing Restriction the Eligible Purchaser Certificate certifies is in form and substance satisfactory to the Director and the Municipality or 3) upon conveyance of the Property to the Municipality and the recording of a Municipal Purchaser Certificate as set forth herein, or 4) upon the conveyance of the Property to the Director in accordance with the terms hereof.

(b) This Affordable Housing Restriction and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be an affordable housing restriction as that term is defined in M.G.L. c. 184, § 31 and as that term is used in M.G.L. c. 184, §§26, 31, 32, and 33.

(c) The Grantee intends, declares and covenants on behalf of itself and its successors and assigns 1) that this Affordable Housing Restriction and the covenants, agreements, rights and restrictions contained herein shall be and are covenants running with the land, encumbering the Property for the term of this Affordable Housing Restriction, and are binding upon the Grantee's successors in title, 2) are not merely personal covenants of the Grantee, and 3) shall bind the Grantee, its successors and assigns and inure to the benefit of Habitat, the Municipality and the Director and their successors and assigns for the term of the Affordable Housing Restriction. Grantee hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Affordable Housing Restriction to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

(d) Without limitation on any other rights or remedies of Habitat, the Municipality, and the Director, their agents, successors, designees and assigns, any sale or other transfer or conveyance of the Property in violation of the provisions of this Affordable Housing Restriction, shall, to the maximum extent permitted by law, be voidable by Habitat, its agents, successors, designees and assigns, or by the Municipality, the Municipality's agents, successors, designees or assigns or by the Director, the Director's agents, successors, designees or assigns by suit in equity to enforce such rights, restrictions, covenants, and agreements.

6. Notice: Any notices, demands or requests that may be given under this Affordable Housing Restriction shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or such other addresses as may be specified by any party by such notice.

Municipality: Town Administrator
Town of Ayer
One Main Street
Ayer, MA 01432

DHCD: Department of Housing and Community Development
Attn: LIP Director

100 Cambridge Street, Suite 300
Boston, MA 02114

Grantor: Habitat for Humanity North Central Mass., Inc.
One Oak Hill Road
Fitchburg, MA 01420

Grantee:

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

7. Further Assurances: The Grantee agrees to furnish Habitat, the Municipality and the Director in January of each year for the first five (5) years following the purchase of the unit, and thereafter as may be reasonably required by Habitat, the Municipality or the Director and within one month of the Grantee's Notice of intention to convey, a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and all other information pertaining to the Property or the Grantee's eligibility for and conformance with the requirements of the LIP Program.

8. Waiver: Nothing contained herein shall limit the rights of the Director to release or waive, from time to time, in whole or in part, any of the rights, restrictions, covenants or agreements contained herein with respect to the Property. Any such release or waiver must be made in writing and must be executed by the Director or his/her designee, but shall affect only the rights of the Director and not the rights of Habitat or the Municipality hereunder.

9. Severability: If any provisions hereof or the application thereof to any person or circumstance shall come, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and enforced to the fullest extent permitted by law.

Executed as a sealed instrument this ____ day of _____, _____.

Grantor: Habitat for Humanity North Central Massachusetts, Inc.

Grantee:

By: _____
Signature

_____
Name

_____
Title

By: _____
Signature

_____
Name

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this ___ day of _____, ____, before me, the undersigned Notary Public, personally appeared _____, who proved to me through satisfactory evidence of identification, which 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 as _____ of Habitat for Humanity North Central Massachusetts, Inc.

_____
(Official Signature and Seal of Notary)

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this ___ day of _____, ____, before me, the undersigned Notary Public, personally appeared _____, who proved to me through satisfactory evidence of identification, which 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.

_____
(Official Signature and Seal of Notary)

ACCEPTANCE BY COMMONWEALTH OF
AFFORDABLE HOUSING RESTRICTION

The Affordable Housing Restriction dated _____, with respect to land in the Town of Ayer, as more fully described in Exhibit A to said Affordable Housing Restriction recorded with the Middlesex South District Registry of Deeds in Book _____, Page _____, is accepted and approved this _____ day of _____, _____.

THE COMMONWEALTH OF MASSACHUSETTS ACTING BY AND THROUGH THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

By: _____
Director

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this ___ day of _____, _____, before me, the undersigned Notary Public, personally appeared _____, who proved to me through satisfactory evidence of identification, which 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 as Director of the Department of Housing and Community Development.

_____
(Official Signature and Seal of Notary)

ACCEPTANCE BY MUNICIPALITY OF
GRANT OF AFFORDABLE HOUSING RESTRICTION

The above Affordable Housing Restriction is accepted this _____day of _____, 2004.

TOWN OF AYER
BOARD OF SELECTMEN

_____

_____

_____

_____

_____

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this ___ day of _____, 2004, before me, the undersigned Notary Public, personally appeared

_____
_____, who proved to me through satisfactory evidence of identification, which were _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as members of the Town of Ayer Board of Selectmen.

_____
(Official Signature and Seal of Notary)

Appendix C: Sample Construction Schedule

Week No.	Operation	Contractor	Dates
1	Cap foundation complete		9/20-9/26
2	Frame exterior walls		9/27-10/3
3	Install roof system		10/4-10/10
4	Finish roof system installation		10/11-10/17
5	Install roofing shingles		10/18-10/24
6	Install windows,doors, strapping		10/25-10/31
7	Frame interior walls, stairs		11/1-11/7
	Inspect rough framing	inspector	11/8-11/21
	Rough electrical	electrician	11/8-11/21
	Rough plumbing and heating	plumber	11/8-11/21
	Inspect rough electrical and plumbing	inspector	11/8-11/21
8	Install exterior insulation and vinyl siding		11/8-11/14
9	Complete vinyl siding		11/15-11/21
10	Insulate interior		11/22-11/28
	Inspect insulation	inspector	11/22-11/28
11	Hang sheetrock		11/29-12/5
	Finish sheetrock	drywall contractor	11/29-12/5
12	Paint interior		12/6-12/12
13	Interior trim		12/13-12/19
	Finish electrical work	electrician	12/13-12/19
	Install baseboard heating	plumber	12/13-12/19
	Inspect finish electrical	inspector	12/13-12/19
14	Install kitchen cabinets,vanity etc		12/20-12/26
	Finish plumbing	plumber	12/27-1/2
	Inspect finish plumbing	inspector	12/27-1/2
15	Frame back deck, work on puch list		12/27-1/2
	Install finish flooring	flooring contractor	12/27-1/2
	Final inspections	inspector	12/27-1/2
16	Complete punch list, clean to get ready for homeowner to move in		1/3-1/9

Appendix D: Sample House Budget

House plan: 20x30 two-story w/ basement

Material / Service Description:	Subtotal Act. Cost
Permits and Fees:	$ 4,286.00
Utility Hook up:	$ 350.00
Site Preparation:	$20,145.00
Foundation:	$ 3,066.56
Floor framing Package:	$ 3,366.81
Deck and Porch Package	$ 1,660.95
Wall framing package:	$ 2,862.32
Roof framing package:	$ 1,514.46
Roofing Materials:	$ 352.07
Siding Package:	$ 606.42
Window Package:	$ 3,093.39
Exterior Door Package:	$ 348.00
Electrical Contractor	$ 4,400.00
Plumbing Contractor	$ 3,750.00
Heating Contractor	$ 4,500.00
Insulation:	$ 1,601.65
Sheetrock & Finish:	$ 1,276.11
Tape & Fill subcontractor	$ 1,000.00
Paint & Supplies	$ 147.54
Interior Door Package:	$ 822.73
Trim package:	$ 283.10
Kitchen Cabinets & Countertops	$ 1,968.76
Bath Cabinets & Accessories	$ 310.56
Closet Shelves & Hardware	$ 55.65
Misc. Hardware	$ 308.14
Floor coverings:	$ 2,147.55
Landscape:	$ 3,004.00
Appliances:	NA
Construction Support:	$ 8,930.00
Other Construction Costs:	$ 2,500.00
Expendable materials	$ 103.23
TOTAL ALL CATEGORIES	**$78,761.00**